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

The Georgetown City Council will meet on September 22, 2020 at 6:00 PM at Teleconference

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

Join from a PC, Mac, iPad, iPhone or Android device, please click this URL to join:
https://georgetowntx.zoom.us/s/92119288480?
pwd=NHpremY5YThYeElvTGlicno0cmxLUT09
Webinar ID: 921 1928 8480
Passcode: 668390

Description: City Council Workshop and Regular Meeting for Tuesday, September 22nd, 2020.

Or join by phone, dial(for higher quality, dial a number based on your current location):
(346)248-7799 OR (253)215-8782 OR (669)900-6833 OR (929)205-6099 OR
(301)715-8592 OR (312)626-6799
TOLL FREE (833)548-0276 OR (833)548-0282 OR (877)853-5257 OR
(888)475-4499

Webinar ID: 921 1928 8480
Passcode: 668390

Citizen comments are accepted in three different formats:

Submit the following form by 12:00 p.m. on the date of the meeting and the City Secretary will read your comments into the recording during the item that is being discussed –
https://records.georgetown.org/Forms/AddressCouncil
You may log onto the meeting, at the link above, and “raise your hand” during the item. If you are unsure if your device has a microphone please use your home or mobile phone to dial the toll free number. To Join a Zoom Meeting, click on the link and join as an attendee. You will be asked to enter your name and email address – this is so we can identify you when you are called upon. At the bottom of the webpage of the Zoom Meeting, there is an option to Raise your Hand. To speak on an item, simply click on that Raise Your Hand option once the item you wish to speak on has opened. When you are called upon by the Mayor, your device will be remotely un-muted by the Administrator and you may speak for three minutes. Please state your name clearly upon being allowed to speak. When your time is over, your device will be muted again.

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

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

Regular Session

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

A Call to Order

Invocation

Pledge of Allegiance

Comments from the Mayor

City Council Regional Board Reports

Announcements
  - Presentation of Certificates of Recognition - Cory Tchida, Assistant Chief of Police

Action from Executive Session

Statutory Consent Agenda

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

B  Consideration and possible action to approve the minutes of the Workshop and Regular Meetings held on September 8, 2020 -- Robyn Densmore, City Secretary

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

D  Consideration and possible action to approve a Resolution authorizing a funding agreement between the City of Georgetown and the Williamson County and Cities Health District for this agency to continue to provide services for the citizens of Georgetown — David Morgan, City Manager and Shirley Rinn, Executive Assistant to the City Manager

E  Consideration and possible action to approve a Resolution authorizing funding agreements between the City of Georgetown and Annunciation Maternity Home, Boys and Girls Club of Georgetown, Brookwood in Georgetown Vocational, Inc. (BIG), CASA of Williamson County, Texas, Faith In Action Georgetown, GENAustin dba Girls Empowerment Network (GEN), Georgetown Backpack Buddies, Georgetown Caring Place aka The Caring Place, Georgetown Palace Theater, Habitat for Humanity of Williamson County, Literacy Council of Williamson County, Opportunities for Williamson & Burnet Counties, Inc. (OWBC), Sacred Heart Community Clinic, Samaritan Center for Counseling and Pastoral Care, Inc., Stonehaven Senior Center, Texas Science Education Foundation, The Georgetown Project, Williamson County Children’s Advocacy Center, and Williamson County Crisis Center dba Hope Alliance, and for these agencies and organizations to continue to provide services for the citizens of Georgetown — David Morgan, City Manager and Shirley Rinn, Executive Assistant to the City Manager

F  Consideration and possible action to approve the renewal of a Lease Agreement with Opportunities for Williamson and Burnet Counties, Inc. (OWBC) fka Williamson-Burnet Opportunities, Inc. (WBCO) for the property located at 803 W. 8th Street for use as the Madella Hilliard Neighborhood Center and also the approval of in-kind utility assistance for the facilities utilized by OBWC at the Madella Hilliard Neighborhood Center and Mary Bailey Head Start Center (601 North College) -- David Morgan, City Manager and Shirley J. Rinn Executive Assistant to the City Manager

G  Consideration and possible action to approve the first of five (5) possible one-year renewals of Blanket Term Contract SCON-2000195/3900B026 with V-Quest Office Machines & Supplies, to provide office supplies and services through the National Cooperative Purchasing Alliance (NCPA) Contract #11-18 in an amount not to exceed $95,000.00, and to ratify $10,821.71 of previous expenditures for similar purchases from V-Quest Office Machines & Supplies. This renewal will be effective June 1, 2020 through May 31, 2021 -- Leah Neal, Purchasing Manager

H  Consideration and possible action to approve the contract renewal for irrigation system services for City owned facilities with American Irrigation of Georgetown, Texas for a period of one year with an estimated amount of $75,000.00 with the option to renew for two additional one year periods -- Eric Johnson, Facilities Director

I  Consideration and possible action to approve the renewal of an annual Blanket Agreement with Predictable Business Strategies, LLC db/a PBS of Texas to provide janitorial services pursuant to a piggyback clause in City of Round Rock Contract No. R-2018-5767 in an amount of $794,160.00 -- Eric Johnson, Facilities Director

J  Consideration and possible action to approve the contract renewal for landscaping services for City owned facilities with Stillwater Site Services for a period of one year with an estimated amount of $228,515.50 -- Eric Johnson, Facilities Director

K  Consideration and possible action to approve a contract amendment and extension with WSB and Associates, Inc. to provide on-call professional primary planning services to the City of Georgetown for a total not to exceed $63,000.00 -- Sofia Nelson, CNU-A, Planning Director

L  Consideration and possible action to approve a letter of support for Williamson County’s
application for a **Community Development Block Grant for Mitigation** (CDBG-MIT) through the **Texas General Land Office** (GLO) for a **flood monitoring system** in Williamson County -- Jack Daly, Community Services Director

M  Consideration and possible action to approve **Task Order CDM-21-001** for **Utility Evaluation Support**, to **CDM Smith Inc.** in the amount of **$100,000.00** -- Wesley Wright, PE, Systems Engineering Director

N  Consideration and possible action to approve **Task Order RPS-20-001** with **RPS Infrastructure, Inc.**, of Austin, TX in the amount of **$150,000.00** for **New Development Traffic Impact Analysis (TIA)** reviews -- Wesley Wright, PE, Systems Engineering Director

O  Consideration and possible action to approve **Task Order KPA-20-010** with **Kasberg, Patrick, and Associates** in the amount of **$100,000.00** for new development plan review support services -- Wesley Wright, PE, Systems Engineering Director

P  Consideration and possible action to approve **Task Order KPA-20-011** for professional engineering design services for FY21 Street Maintenance, Sidewalks, Traffic Signals, and Curb and Gutter improvements with Kasberg Patrick & Associates of Georgetown, Texas in the amount of **$880,900.00** -- Wesley Wright, PE, Systems Engineering Director

Q  Consideration and possible action to approve a **Traffic Improvement Agreement** with **Cedar Breaks West** -- Wesley Wright, P.E., Systems Engineering Director

R  Consideration and possible action to approve a **Change Order** to **Chasco** in the amount of **$205,143.83** for Electric System Relocations and Improvements associated with the **Northwest Blvd Bridge project** -- Wesley Wright, P.E., Systems Engineering Director

S  Consideration and possible action to authorize the renewal of a lease by the **Davidson Brothers** of **+21 acres** of the future Mankins Crossing Wastewater Treatment Plant site for agricultural purposes -- Odalis C. Suarez, Real Estate Coordinator

T  Consideration and possible action to approve the renewal for **Emergency Medical Transport Billing and Collections Services Agreement** with **Emergicon, LLC** -- John Sullivan, Fire Chief

U  Forwarded from Georgetown Transportation Advisory Board (GTAB): Consideration and possible action to approve an **Interlocal Agreement** (ILA) with **Capital Metro** for **GoGeo Transportation Services** for FY2021 -- Ray Miller, Jr., Director of Public Works

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

**Legislative Regular Agenda**

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

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

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

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

AA **Second Reading** of an Ordinance **establishing** the classifications and number of positions (Strength of Force) for all the City of Georgetown Fire Fighters and Police Officers pursuant to Chapter 143 of the Texas Local Government Code pertaining to Civil Service -- Tadd Phillips, Director of Human Resources and Organizational Development Director

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

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

AD **Second Reading** of an Ordinance **amending** § 2.08.010. "Administrative Divisions and Departments" of the Georgetown Code of Ordinances -- Leigh Wallace, Finance Director

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

**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.

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

**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.

AG **Sec. 551.071: Consultation with Attorney**
Advice from attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items
- Litigation Update

**Sec. 551.072: Deliberations about Real Property**
- Westinghouse Right of Way
- SH-29 Right of Way, Hillwood

**Sec. 551.074: Personnel Matters**
- City Secretary Check-in

**Sec. 551.086: Certain Public Power Utilities: Competitive Matters**
- Purchased Power Update
Adjournment

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
SUBJECT:
Consideration and possible action to approve the minutes of the Workshop and Regular Meetings held on September 8, 2020 -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

CC Reg Minutes 09.08.2020
CC Workshop Minutes 09.08.2020
The Georgetown City Council will meet on Tuesday, September 8, 2020 at 6:00 PM via Teleconference.

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

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

A. **Call to Order**

   **Invocation**
   Pastor Joe Ibanez from Georgetown Church of the Nazarene

   **Pledge of Allegiance**
   City Manager David Morgan led both pledges.

   **Comments from the Mayor**

   **City Council Regional Board Reports**

   **Announcements**

   **Action from Executive Session**
   Motion by Gonzalez to appoint Alecia Mayberry Mosadomi as Assistant City Attorney to begin on or before September 14, 2020, second by Fought.
Calixtro – Yes
Triggs – Yes
Fought – Yes
Pitts – Absent
Gonzalez – Yes
Jonrowe – Yes

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

Motion by Gonzalez to authorize the acquisition of the approximately 8.7 acre tract of land located at 903 Riverhaven Dr., Georgetown, Texas, on the terms discussed in Executive Session; and, to authorize the Mayor to execute all necessary documents, second by Fought.

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

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

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 August 25, 2020 -- Robyn Densmore, City Secretary

C. Consideration and possible action to appoint Bryan Brackin to the Georgetown Village Public Improvement District (GVPID) Advisory Board to fill an alternate member vacancy -- Mayor Dale Ross

D. Consideration and possible action to approve an amendment to original Interlocal Agreement and Sustainment Funding Interlocal Agreement to add new partners to the Austin Regional Intelligence Center -- Wayne Nero, Chief of Police
E. Consideration and possible action to approve the **Texas Department of Transportation Grant** for the Routine Airport Maintenance Program (**RAMP**) Grant -- Joseph A. Carney, C.M., Airport Manager

F. Consideration and possible action to **release** and **abandon** a **utility easement** across a **0.388 acre** tract of land in William Roberts Survey, ABS 524, which was granted to the City in **Document No. 2011073007** of the Official Public Records of Williamson County, Texas; and, to authorize the Mayor to execute all necessary documents -- Travis Baird, Real Estate Services Manager

G. Consideration and possible action to accept a **sidewalk easement** across **0.016 acres** of land out of and a part of Lot 1, **Woodlake Commercial Subdivision**; and, to authorize the City Manager to execute all necessary documents -- Travis Baird, Real Estate Services Manager

H. **Forwarded from the General Government and Finance Advisory Board (GGAF):**
   Consideration and possible action to approve a **Construction Contract** with **Brandt Companies, LLC**, of Carrollton, Texas for the Construction of the **Natatorium Pool HVAC Unit Replacement**, at the Georgetown **Recreation Center** in the amount of **$607,077.00** -- Eric Johnson, CIP Manager

I. **Forwarded from the General Government and Finance Advisory Subcommittee (GGAF):**
   Consideration and possible action to approve the **purchase** of **laptops, desktops, and docking stations** from **Dell Inc.** for an amount not to exceed **$199,971.08** -- Greg Berglund, Assistant Director, Information Technology

J. **Forwarded from the General Government and Finance Advisory Subcommittee (GGAF):**
   Consideration and possible action to approve a **contract amendment** and **extension** with **Microsoft** to provide Microsoft-branded **software and services** to the City of Georgetown for a total of **$1,129,246.73 over 38 months** -- Greg Berglund, Assistant Director, Information Technology

K. **Forwarded from the General Government and Finance Subcommittee (GGAF):**
   Consideration and possible action to approve a Resolution awarding **contracts** for **self-funded dental program administration services, employee voluntary short-term and long-term disability insurance, employee supplemental insurance, and employee benefits concierge services** and authorizing the City Manager to enter into such contracts on behalf of the City -- Tadd Phillips, Human Resources & Organizational Development Director

L. **Forwarded from the Georgetown Economic Development Corporation (GEDCO):**
   Consideration and possible action to approve a Resolution for the proposed **fiscal year 2021 budget** for the Georgetown Economic Development Corporation (**GEDCO**) -- Leigh Wallace, Finance Director

M. **Forwarded from the Georgetown Economic Development Corporation (GEDCO):**
Consideration and possible action to approve the **Administrative Services Contract** between the City of Georgetown and the Georgetown Economic Development Corporation (GEDCO) for the **2021 fiscal year** -- Leigh Wallace, Finance Director

N. **Forwarded from the Georgetown Transportation Enhancement Corporation (GTEC):**
   Consideration and possible action to approve a Resolution for the **proposed fiscal year 2021 budget** for the Georgetown Transportation Enhancement Corporation (GTEC) -- Leigh Wallace, Finance Director

O. **Forwarded from the Georgetown Transportation Enhancement Corporation (GTEC):**
   Consideration and possible action to approve the **Administrative Services Contract between**
   the City of Georgetown and the Georgetown Transportation Enhancement Corporation (GTEC) for the **2021 fiscal year** -- Leigh Wallace, Finance Director

P. **Forwarded from the Georgetown Transportation Enhancement Corp (GTEC):**
   Consideration and possible action to award a **contract** to EARTC in the amount of **$312,670.88**
   for the **SH29 Access Improvements Traffic Signal project** -- Wesley Wright, P.E., Systems Engineering Director, and Michael Hallmark, CIP Manager

Motion by Gonzalez to approve the Consent agenda as presented, second by Calixtro.

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

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

**Legislative Regular Agenda**

Q. Consideration and possible action to approve a **negotiated settlement** between the **Atmos Cities Steering Committee (“ACSC”)** and **Atmos Energy Corp., Mid-Tex Division** regarding the company’s **2020 rate review mechanism filing** -- Bridget Hinze Weber, Assistant to the City Manager

   Weber presented the item and noted that the Atmos Cities Steering Committee (ACSC) is comprised of the City, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division that unite in common purpose to address gas utility rate and franchise issues related to Atmos Energy Corporation to ensure rates are fair and reasonable. She added that there was a negotiated settlement and the Legislature allows gas utilities to receive annual rate increases associated with capital investments. Weber continued that Atmos requested $141.2 million for the 2020 rate review mechanism and in 2019, Atmos Energy invested over $800 million of capital expenditures in the Mid-Tex Division for pipe
replacement, damage prevention, and Leak Surveying. She stated that the 2020 rate case is based on investments made in 2019 and the ACSC and Atmos negotiated a settlement of an increase of $90 million from ACSC Cities, but with a two-month delay in the Effective Date until December 1, 2020 and the customer impact of the rate review mechanism filing is a $5.15 monthly increase, or 9.9%, for the average residential customer and a $15.48 monthly increase, or 6.56%, for the average commercial customer.

Weber read the caption.

Jonrowe asked about the disparity increase to residential customers versus the commercial customers. Morgan responded that a detailed cost of service is done related to infrastructure improvement coming soon. He offered to provide Council with more detail.

Motion by Fought, second by Gonzalez.
Calixtro – Yes
Triggs – Yes
Fought – Yes
Pitts – Absent
Jonrowe – Yes
Gonzalez – Yes

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

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

Nelson presented the item and reviewed the Location Map, Aerial Map, Future Land Use/Overall Transportation Plan Map, Land Use Ratios for the Neighborhood zoning district, Neighborhood (NH) zoning district explanation, Zoning Map, Local Commercial (C-1) zoning district explanation, and C-1 permitted uses. She noted that the request complies in all areas of the approval criteria for UDC Section 3.06.030 and at their August 18, 2020 meeting, the Planning & Zoning Commission recommended approval of the request (7-0). Nelson explained the four written comments and one in opposition that were included in the agenda packet. She added that much of the opposition was withdrawn when the C-1 designation was submitted in lieu of the multi-family.

Nelson read the caption.

Mayor Ross opened the public hearing opened at 6:17 p.m.

The following comments were made during the meeting using the Zoom client: Janet Miller noted that her family is buried in the cemetery adjacent to the project. She was curious about the setback related to the cemetery and the developer's plans. Mayor Ross noted
that typically questions are not answered at this time but allowed Nelson to respond. Nelson stated that she would follow up on setback possibilities but was not aware of the exact plans for the property at this time. Miller stated that there are pioneer relatives in the cemetery, and she want the developer to be a good neighbor. Nelson offered to follow-up with Miller.

Kristi Miller, daughter of Janet Miller, wanted to be a second voice for the Green family that is buried in the cemetery and just wanted to make sure that there is an awareness of the cemetery. She added that she and her mother had the same questions.

Mayor Ross closed the public hearing at 6:22 p.m.

Motion by Fought, second by Gonzalez.

Calixtro asked if the cemetery is direct next to the rezone and not part of the rezone. Nelson said that is correct.

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

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

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

Nelson presented the item and reviewed the Location Map, Future Land Use/Overall Transportation Plan Map, Zoning Map, Land Use Summary Map, Mixed-Density Neighborhood zoning explanation, General Commercial (C-3) zoning explanation and uses. She noted that the application complies or partial complies in all areas of the approval criteria for UDC Section 3.06.030. Nelson stated that public notifications were sent to six property owners within the 300-foot buffer, a notice was in the Williamson Count Sun Newspaper on July 23, 2020, and signs were posted on the property. She stated to date, staff has received one written comment in favor and zero written comments opposed. Nelson reviewed the annexation process and noted at the August 18th, 2020 meeting, the Planning and Zoning Commission voted to recommend approval of the initial zoning request to the City Council in a vote 7-0 in favor. She then reviewed the tentative schedule as follows: July 28, 2020 Council approved Municipal Services Agreement, August 18, 2020 was the P&Z public hearing and recommendation on initial zoning, September 8, 2020 City Council Public
Hearing and First Reading of Ordinance; and September 22, 2020 City Council Second Reading of Ordinance.

Nelson read the caption.

Public Hearing opened and closed at 6:29 p.m. as there were no speakers.

Motion by Fought, second by Triggs.

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

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

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

Miller presented the item and noted the speed changes on SH-29/University, and this will be the First Reading of an Ordinance proposing a change to the regulatory speed limit along SH-195 from Shell Road to IH-35. He stated that while the City of Georgetown is only reviewing one speed zone change there are two speed zone changes being recommended by TxDOT: SH-195 from Ronald Reagan to Shell Road which is currently 70 mph, and TxDOT is proposing 65 mph which will be approved by Williamson County Commissioner’s Court and is outside the City Limits; and SH-195 from Shell Road to IH-35 which is currently 60 mph, and TxDOT is proposing 55 mph which will be approved by Georgetown City Council. Miller then showed a map of the projects and reviewed the SH-195 – Traffic Counts noting that TxDOT District Traffic Counts are published typically a 1-2 years after the counts are taken:

<table>
<thead>
<tr>
<th>Location</th>
<th>2012</th>
<th>2014</th>
<th>2016</th>
<th>2018</th>
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<tbody>
<tr>
<td>West of Berry Creek Dr</td>
<td>15,500</td>
<td>15,700</td>
<td>27,300</td>
<td>26,800</td>
</tr>
<tr>
<td>West of Ronald Reagan</td>
<td>9,700</td>
<td>9,400</td>
<td>17,200</td>
<td>18,000</td>
</tr>
</tbody>
</table>

Miller reviewed the next steps noting that after City Council action on the proposed Ordinance TxDOT will begin the process to change out the impacted signs and should be done installed in a couple of weeks after action and there are no remaining requirements for the City.

Miller read the caption.
Motion by Fought, second by Calixtro.

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

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

U. Consideration and possible action to approve a Resolution to set a Public Hearing Date for Land Use Assumptions and the Roadway Capital Improvement Plan (CIP) associated with Thoroughfare Impact Fees -- Wesley Wright, PE, Systems Engineering Director

Wright presented the item and noted that this item is related to the previous Workshop item that was discussed. He added that the Public Hearing is per State requirements and the Public Hearing will be on October 27, 2020.

Wright read the caption.

Motion by Fought, second by Gonzalez.

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

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

Mayor Ross asked that Item AB be taken up after Item U.

AB First Reading of an Ordinance establishing the classifications and number of positions (Strength of Force) for all the City of Georgetown Fire Fighters and Police Officers pursuant to Chapter 143 of the Texas Local Government Code pertaining to Civil Service -- Tadd Phillips, Human Resources and Organizational Development Director

Phillips presented the item and noted that this item is in align with the budget process and added the following sworn positions: two positions to the police department at the rank of Police Officer; and six positions to the Fire Department, five at the rank of Paramedic II and one at the rank of Fire and Life Safety Specialist.
Phillips read the caption.

Motion by Gonzalez, second by Triggs.
Calixtro – Yes
Triggs – Yes
Fought – Yes
Pitts – Absent
Jonrowe – Yes
Gonzalez – Yes

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

V. Public Hearing on the proposed FY2021 Annual Budget -- Leigh Wallace, Finance Director

Wallace presented the item noting that the information in this presentation will cover the tax rate as well, and provided the context of 2020 and 2021 noting that the COVID-19 Pandemic led to closures with impacts to revenues, city facility and service changes, employee and public safety measures, and continued uncertainty on future measures. She noted that development growth continues with residential and commercial growth not slowing down, the City is continuing multi-year projects and initiatives including Fire Stations 6 and 7, Workday implementation, and Comprehensive Plan implementation. Wallace stated that the City has maintained service levels where possible. She reviewed the Budget engagement and highlighted the online survey results as follows based on no change to property tax rate and user fees: 34.3% of respondents would support an increase in user fees; 70% of respondents rate the value of city services for the City taxes paid as good or excellent; ratings for how the City is addressing the impacts of growth are 7.8% excellent, 34.4% good, 29.6% fair, and 23.9% poor; funding changes to manage traffic 54.7% increase and 34.4% no change; funding changes to support infrastructure/roads 54.6% increase and 35.1% no change; funding change to support safety in our city 42.5% no change and 40.3% increase; and other city services that should be prioritized such as maintaining/increasing services in the library. Wallace reviewed the Tax Rate website comments and noted that this is a new requirement after Senate Bill 2 in 2019. She provided the www.williamsonpropertytaxes.org website and added the site displays all taxing entity information, is searchable by address, allows feedback on yes/no support proposed rate as well as public comments, and since feedback is ongoing up to the point of agenda posting, a summary of support and comments will be provided prior to the start of the hearing. Wallace stated the key themes for FY2021 as follows: conservative revenue projections with continued COVID uncertainty with flat sales tax, possible lower development, court, and recreation revenue, and lower property tax rate; continue to review service levels and staffing with reduced parks and recreation programming due to reduced revenue and COVID social distancing measures; other base budget cuts made; employee market compensation; merit increase of 2% based upon Council’s feedback from July 28, 2020 workshop that will be reviewed during fall for implementation; continue plan to open Fire Stations 6 and 7 successfully and hire six firefighters for float positions; continue to invest in Police staffing and training and hire two police officers; fund the firing range/training facility;
address limited areas in stress including Customer Care, Utility Control Center, and Fiber Management; carry forward key capital improvement projects in traffic, public safety, and utility infrastructure; and continue improvements in public and employee engagement with the Citizen Survey, Civic Leadership Program, and Employee Survey. She then provided the following total City Budget and FY21 Revenues/Sources:

Wallace reviewed the Budget revenue assumptions starting with the proposed Property Tax rate of $0.418 which is a decrease from the prior year rate of $0.42, is within voter approval rate (3.5% increase allowed), and allows for prepayment of some existing debt to allow room in rate to support continued infrastructure growth in future years. She explained the increased in Sanitation Rates with a residential increase of $1.37 per month; transfer station funding including a household hazardous waste program funding and increase by contractor; and a Water Rate Study that is in progress and will have results in August/September, be implementation in January, and expected changes to conservation tiers and rates due to accelerated infrastructure. Wallace reviewed the Property Tax Revenue for FY2021 which includes: General Fund (Operations and Maintenance) of $15.9 million in FY21, $14.9 million
in FY20, for a 6.7% increase; and Debt Service (Interest and Sinking) of $18.75 million in FY21, $17 million in FY20, which is a 10.2% increase and $350,000 towards prepayment to retire existing debt which allows for shaping future debt plan for mobility bonds. She reviewed the Tax Rate for FY21 Budget and stated that the proposed tax rate is $0.418 per $100 valuation, which is $0.002 lower than the FY20 rate and this is a 7.3% increase over the no new revenue rate adjusted for sales tax. Wallace continued that the no new revenue rate adjusted for sales tax is $0.389738, which represents the rate that would be needed to produce the exact same revenue as the previous year, and the un-adjusted no new revenue rate is $0.422127. She stated that the voter approval rate is $0.418013, and the average homestead property decreased by 2.3% equaling $278,001 in FY21 compared to $284,765 in FY20 and the average homeowner will pay $34 less in property tax in upcoming year. Wallace explained the total Budget major expense categories for the $396 million total budget which include: $77 million in planned capital projects, plus $9 million available in GEDCO; $60 million in purchased power expense; $41 million in Water; $39.7 million in public safety; and $35 million in debt service. She noted that to maintain service levels the City will need to increase staffing in high growth areas as follows: in the General Fund 6 firefighters, for the Animal Shelter a part-time Veterinarian (net $0 cost to General Fund), and two Police officers; in Joint Services a Customer Service Representative for Customer Care, Engineering Project Manager, Information Technology Fiber Supervisor and System Analyst, Electric Utility Analyst and Control Center Operator, and Water Utility Analyst; for a total of 15.5 new positions. Wallace stated that the Electric Fund for FY21 has operating revenues totaling $90.4 million which represents 1% growth due to residential and commercial growth and reimbursement from the South Georgetown TIRZ for electric infrastructure expenses, and operating expenses totaling $84.4 million which is a 1% growth over FY20 projections with operational savings continuing from FY20 projections. She stated that the Electric resource management (purchased power) is conservatively budgeted at $60.3 million; non-operating revenues total $5.6 million of bond proceeds for capital improvements; non-operating expenses total $9.5 million for capital improvements and debt service; and the ending fund balance is budgeted at $21.1 million with non-operating revenues at $15.8 million above contingency reserves. Wallace noted proposed enhancements that include: Control Center logic controllers costing $12,000; Administration Utilities Analyst costing $113,687; Metering AMI modems totaling $12,000, handheld computers costing $39,748, Meters funded by Water costing $100,000; Transportation and Drainage Turret Trailer costing $98,000, an underground pulling trailer costing $181,000 (funded through short term debt); and Operations dispatcher training costing $30,000, locator equipment costing $10,000, and System Operator costing $81,864. She reviewed the Water Fund for FY21 and noted the following: operating revenues totals $53.2 million which is an increase of 2.27% over FY20 projections and the increase reflects moderate customer growth; operating expenses total $45.5 million which represents a 5.42% growth over FY20 projections and this increase is primarily due to increases in wholesale water purchases, increases in utility costs, and metering allocations; non-operating revenues include $35.1 million of bond proceeds for capital improvements and $18.8 million of impact fees; non-operating expenses total $39.3 million for capital improvements and for debt service; ending fund balance is $34.6 million with a $10 million non-operating reserve and available fund balance of $15.4 million after meeting contingency requirements; proposed enhancements totaling $375,000 including a position of business analyst costing $80,000, leak detection technology costing $50,000, and wastewater plant upgrades costing $245,000; and
Water Rate Study currently underway because the last rate update in 2018 indicated need for future rate increases due to treatment infrastructure due to updated growth patterns and usage, results to Water Advisory Board and Council in next two months, and an estimated implementation of January 2021. Wallace explained the Tourism/CVB Fund which has revenues totaling $1.05 million with hotel tax projected at FY20 levels, and expenses totaling $1.5 million. She noted that staff is planning for Red Poppy for April 2021, continues promotion of Georgetown as a destination, there are no proposed enhancements, and the fund has a projected ending fund balance of $850,000 by end of FY2021 which still meets contingency requirement. She provided a Budget summary noting that the proposed budget totals $396 million which is a 10% decrease from the FY20 adopted budget, timing of capital projects drives most significant changes, and General Fund increase of 3.7% over FY20 budget with population growth of 7.2% and Consumer Price Index increase of 2.3%. Wallace stated that staff is doing continued planning to meet demands of continued residential and commercial growth and continued work on City Council priorities while recognizing COVID19 uncertainties. She provided the FY2021 Budget Calendar Next Steps which are: at the City Council September 8, 2020 Regular Meeting have the public hearings on budget and tax rate, first reading of the budget, first reading of the tax rate, GTEC, GEDCO, Village PID budgets adopted, and other budget related resolutions and ordinances; and on September 22, 2020 have the second reading of the budget and second reading of the tax rate.

Wallace read the caption.

Mayor Ross opened the Public Hearing at 6:54 p.m. There were no speakers. Mayor Ross noted that the Second Public Hearing will be on September 22, 2020.

Motion to close the Public Hearing by Gonzalez, second by Fought.

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

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

W. Public Hearing on the proposed 2020 Property Tax Rate used for the FY2021 Annual Budget -- Leigh Wallace, Finance Director

Wallace presented the item and noted that the information for this item was included in Item V.

Mayor Ross opened the Public Hearing at 6:56 p.m. There were no speakers. Mayor Ross noted that the Second Reading of the tax rate will be on September 22, 2020.
Motion to close the Public Hearing by Gonzalez, second by Triggs.

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

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

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

Wallace presented the item and noted that this item is intended to record the Council vote on First Reading.

Wallace read the caption.

Motion by Gonzalez, second by Fought.

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

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

Y. Consideration and possible action to approve a Resolution ratifying the property tax increase included in the 2021 Annual Budget and acknowledging that the 2020 tax rate will raise more revenue from property taxes than the previous year -- Leigh Wallace, Finance Director

Wallace presented the item and noted this vote is required by stated and required to be a separate vote. She noted that this item is not a vote on the tax rate and the tax rate will be voted on with the following item.

Wallace read the caption.

Motion by Gonzalez, second by Fought.

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

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

Z. First Reading of an Ordinance levying a tax rate for the City of Georgetown for the tax year 2020 -- Leigh Wallace, Finance Director

Wallace presented the item and noted that this action is required to be a separate item and needed per State law.

Wallace read the caption.

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

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

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

AA First Reading of an Ordinance amending § 2.08.010. "Administrative Divisions and Departments" of the Georgetown Code of Ordinances -- Leigh Wallace, Finance Director

Wallace presented the item and noted that this item is required by the City Charter and there are no significant changes to the organizational hierarchy.

Wallace read the caption.

Motion by Gonzalez, second by Calixtro.
Calixtro – Yes
Triggs – Yes
Fought – Yes
Pitts – Absent
Jonrowe – Yes
Gonzalez – Yes
Approved 5-0 (Pitts absent and District 2 vacant.)

Item AB was taken after Item U and before Item V.

AC  Forwarded from the Georgetown Transportation Enhancement Corp (GTEC):
Consideration and possible action to award a contract to ProDirt Services, LLC of Georgetown, Texas for construction of SE Inner Loop from Austin Avenue to FM 1460 in the amount of $4,866,665.00 --Wesley Wright, P.E., Systems Engineering Director, and Michael Hallmark, CIP Manager

Wright presented the item and noted that this would go towards a Road Bond project that did not include construction funds. He added that the City has worked with ProDirt Services before and the cost was the result of a competitive bid process. Wright stated that this project will widen Inner Loop from three lanes to five lanes.

Wright read the caption.

Motion by Fought, second by Gonzalez.

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

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

AD  Second Reading of an Ordinance approving and adopting the final 2021 Service Plan, 2020 Assessment Roll, establishing classifications for the apportionment of costs and the methods of assessing special assessments for the services and improvements to property in the Georgetown Village Public Improvement District No. 1 (GVPID), closing the hearing and levying assessments for the cost of certain services and improvements to be provided in the GVPID during 2021, fixing charges and liens against the property in the GVPID and against the owners thereof, and providing for the collection of the assessments -- Wayne Reed, Assistant City Manager

Reed presented the item and noted that there were no changes from the first reading.

Reed read the caption.

Motion by Gonzalez, second by Triggs.
Calixtro – Yes
Triggs – Yes
Fought – Yes
Pitts – Absent
Jonrowe – Yes
Gonzalez – Yes

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

AE  Public Hearing and Second Reading of an Ordinance for the voluntary annexation of an approximate 20.26 acres out of the Isaac Donagan Survey, Abstract No. 178, with the initial zoning designation of Planned Unit Development (PUD) zoning district, with base districts of Local Commercial (C-1), Office (OF), and the Scenic/Natural Gateway Overlay, for the property generally located at 3701 W. SH 29 -- Sofia Nelson, CNU-A, Planning Director

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

Nelson read the caption.

Motion by Gonzalez, second by Triggs.

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

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

AF  Second Reading of an Ordinance of the City Council of the City of Georgetown, Texas, establishing a temporary license to encroach process for expanded downtown seating and retail areas within city right of way and parking as a result of the COVID-19 pandemic; repealing conflicting ordinances and resolutions; providing a severability clause; and setting an effective date -- Travis Baird, Real Estate Services Coordinator

Baird presented the item and noted that staff did receive comments that the insurance requirements exceed what would otherwise be required, but staff is not recommending changes at this time.

Baird read the caption.

Motion by Fought, second by Gonzalez.
Fought asked how the pilot went. Michaela Dollar, Economic Development Director, responded and stated that the pilot project went well. She stated that there was a lot of foot traffic and there were some businesses that took advantage of the program. Fought stated that this project sounds good.

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

Approved 5-0 (Pitts absent and 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.

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

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

AH Sec. 551.071: Consultation with Attorney
Advice from attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items
- Litigation Update
Sec. 551.072: Deliberations about Real Property
- Riverhaven
- Westinghouse Right of Way
Sec. 551.074: Personnel Matters
- Approval of appointment of Assistant City Attorney

Sec. 551.086: Certain Public Power Utilities: Competitive Matters
- Purchased Power Update

Sec. 551.087: Deliberations Regarding Economic Development
- Project Dazed

Adjournment

Motion by Fought, second by Triggs.

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

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

Meeting adjourned at 7:16 p.m.

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Approved by the Georgetown City Council on _______________________________

Date

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Dale Ross, Mayor  Attest: City Secretary
The Georgetown City Council will meet on Tuesday, September 8, 2020 at 3:00 PM at Teleconference

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

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

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

A. Presentation, discussion, and direction regarding updating the City’s sign regulations -- Jack Daly, Community Services Director, and Andreina Dávila-Quintero, Current Planning Manage

Daly presented the item and provided an overview and recognized the review team consisting of Jeff Cardwell, Chief Plans Examiner; Jack Daly, Community Services Director; Brad Hofmann, Chief Code Enforcement Officer; Andreina Dávila-Quintero, Current Planning Manager; and Jim Kachelmeyer, Assistant City Attorney. He added that in the case of Reed v. Town of Gilbert (2015) it was determined that content-based sign ordinances are an unconstitutional regulation of speech, for example: a City cannot have different size, height and duration requirements for political signs than for signs providing directions to an assembly or other event. Daly reviewed the recommendations which are to: eliminate any separate rules for categories of signs that are defined by the content or subject matter of their message, which means avoiding rules that have different size, height, or duration requirements for “political” signs, “directional” signs, “real estate” signs, etc.; closely review “exceptions” to regulations to make sure they are not content based, and eliminate such exceptions even if they seem innocuous (e.g., exceptions for historical markers, address signs, etc.); and adopt content neutral, “time, place, and manner” (TPM) regulations, including rules governing the size and location of signs, the amount of time signs are displayed, and the total number of signs allowed per mile of roadway. He reviewed the Georgetown Sign Regulations that are covered in the Unified Development Code (UDC) in Chapt 5 – Zoning Use Regulations, Sec. 5.04.020; Chapt. 10 – Signs Standards; Chapt. 16 – Definitions; and in the Code of Ordinances in Sec. 12.12 – Advertising Sign and Banners, and Sec 12.16 – Signs Adjacent to Freeways. Daly noted that content-based issues in Georgetown’s Code have
references to civic uses and non-civic uses like “Governmental flags”; exemptions for real estate signs, political signs, and HOA signs, and content-specific rules for signs in ROW, temporary signs, and home-builder signs. He provided the staff proposed approach which is a phased approach that address the lawsuit issues and will: consolidate sign regulations as much as possible; preserve the home-builder sign program; disallow temporary signs in ROW, including for special events; provide specific signage requirements based on zoning are allowed (e.g. automobile signs) which gets tricky with SUPs that are issued based on specific use within a zoning district; and clarify prohibitions and enforcement.

Daly noted the recommendations that staff is referring two as the Georgetown Two-Step. He added that first, staff would like to: fix constitutional issues in current sign regulations; administrative and legal clean-up to make current practices and interpretations clearer; consolidate the ordinance; and provide an executive amendment process. Daly stated that second, staff would like to: address items previously approved in the UDC general amendment list; have a public process to discuss further additions and amendment; and utilized the UDC Advisory Committee. He noted that recommendations have pros of addresses lawsuit concerns, creates incentive to finish amending sign ordinance, removes conflicts and ambiguity within the Chapter and other sections of the UDC, and simplifies the second round redline for UDC Advisory Board and public; the cons of removing and limiting some civic use signs, and executive amendment process where a public hearing will still be required at the Planning and Zoning Commission and City Council meetings; and added that the changes will lead to no signs allowed in right-of-way and it removes prohibition on off-premise signage. Daly noted potential topics for round two changes that are: general amendments recommended by UDC Advisory Committee; Portable Sign definition; temporary signs versus banners; Digital Signs; and downtown and old town design Guidelines to be completed through the Guidelines review process. He reviewed the proposed timeline of: September 8, 2020 City Council Workshop to discuss proposed changes and approach; subsequently Planning and Zoning (P&Z) and then Council for first reading of first round ordinance (tentative); October 6, 2020 P&Z recommendation; October 27, 2020 Council meeting and First Reading; November 8, 2020 Council meeting and Second Reading; Fall/Winter have a public process for second round ordinance changes; and Winter/Spring have a first reading of second round ordinance changes.

Mayor Ross asked if the Supreme Court ruling had a nationwide effect. Daly responded yes, it does. Mayor Ross asked what the drop-dead date for getting these changes implemented is. Daly responded that there is no drop-dead date, but parts of the City’s sign ordinance are now not enforceable because they are unconstitutional.

Fought noted that this is a requirement and asked about how to best communicate this information with homeowners’ associations throughout the City. Daly responded that staff will work with the neighborhood association groups. Fought asked that staff make sure to share with Sun City and the neighborhood associations out there.

Jonrowe had no questions or comments.
Gonzalez asked for clarification about the impact of the regulations being for context rather than size. Daly responded that his rule of thumb is that if you have to read the sign to ensure compliance that your ordinance is out of date.

Calixtro had no questions.

Triggs asked if this was a statewide issue. Daly responded that since it was a ruling at the national level is applied all across the state as well.

Mayor Ross asked how political signs fell into the equation. Daly responded that on private property there are size and time limit restrictions. He added that no political signs are allowed in right of ways. Mayor Ross noted that the Supreme Court ruling would trump state law. Daly responded that anything done locally would be in line with stated and federal law. Mayor Ross noted that campaign signs can be regulated on size but not content. Daly responded yes.

Gonzalez asked about restrictions on residential property. Daly responded that there are dimensional restrictions. Gonzalez asked for additional clarification. Davila-Quintero responded that the current sign regulations do have sign restrictions for both residential and commercial, relating to size. She added that this cleanup is to address the content of the signs. Mayor Ross asked if someone could put a 4 foot by 8 foot sign in their yard. Daly responded that staff can provide Council size limits for temporary signage and added that the City needs to update to allow for content neutral regulation. Mayor Ross asked if political signs fall under same regulations as others. Daly responded yes; all signs are treated the same. Mayor Ross asked who regulates the size. Daly responded that there are several departments involved. Mayor Ross complimented staff on their work.

B. Presentation and discussion regarding the Transportation Impact Fee study including basics of impact fees, land use assumptions, preliminary Capital Improvement Plan (CIP), and stakeholder engagement plan -- Wesley Wright, PE, Systems Engineering Director

David Morgan, City Manager, introduced the item.

Jake Gutekunst with Kimley Horn presented the item and provided a presentation overview and provided a recap of the study history with: a Council briefing on Transportation Impact Fees 101 on November 26, 2019; First Phase Draft Report in March of 2020 that includes growth assumptions and impact fee eligible CIP projects that went on hold due to COVID-19; and re-started in August of 2020. He then reviewed the impact fee basics explaining that impact fees: are a mechanism to recover infrastructure costs required to serve future development; governed by Chapter 395 of the Texas Local Government Code, established in Texas in 1987; Water, Wastewater, Roadway, and Drainage impact fees allowed in Texas; other states may have school district, police, fire, parks, and/or library impact fees; other municipalities adopted include Round Rock, New Braunfels, and dozens in DFW area; and other municipalities considering are Austin and Pflugerville. Gutekunst reviewed the process which requires two public hearings for Land Use Assumptions (LUA) and Capital Improvement Projects (CIP) specific to the study and the second public hearing is to provide
report, ordinance, and policy. He continued that the committee will provide written comments on these and reviewed a map of service areas discussed at November 26, 2019 Council meeting, noting that impact fees cannot be applied in the ETJ. Gutekunst reviewed the Impact Fee Capital Improvements Plan and noted that the Impact Fee CIP is different from annual CIP City prepares. He continued that the Impact Fee CIP has components that can be paid for through an impact fee program including construction cost of capital improvements on the CIP including roadway to thoroughfare standard, and traffic signals, bridges, sidewalks, etc.; survey and engineering fees; land acquisition costs, including court awards; debt service of impact fee CIP; and study/update costs. Gutekunst noted that the following components that cannot be paid for through an impact fee program: projects not included in the CIP; repair, operation and maintenance of existing or new facilities; upgrades to serve existing development; and administrative costs of operating the program. He then reviewed the Impact Fee Components for Land Use Assumptions which are: consistent with recently updated Comprehensive Plan; establish infrastructure demands and master plans; population and employment projections regarding aggressive versus non-aggressive growth rates; calibrated with historical growth; and coordinating with Future Land Use. Gutekunst then reviewed the following chart for Land Use assumptions within the City Limits:

<table>
<thead>
<tr>
<th>Service Area</th>
<th>Year 2020-2030</th>
<th>Residential (Units)</th>
<th>Employment (Sq. Ft.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Single Family</td>
<td>Multi-Family</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td>2,720</td>
<td>680</td>
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<tr>
<td>B</td>
<td></td>
<td>838</td>
<td>209</td>
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<td>C</td>
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<td>1,080</td>
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<td>D</td>
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<td>1,502</td>
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<tr>
<td>E</td>
<td></td>
<td>1,090</td>
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<td>F</td>
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<td>3,880</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>13,205</strong></td>
<td><strong>3,301</strong></td>
</tr>
</tbody>
</table>

The above chart is projecting 15,506 residential units of growth 2020-2030 and includes single family and multifamily which is about 1,320 units per year of single family and 330 units per year (1 complex) multifamily. Gutekunst reviewed the types of project starting with roadways noting that: previously constructed with identified corridors that were previously constructed and have excess capacity for future development to utilize; widening with existing roadways not currently built to the ultimate class in the Transportation Master Plan and must be completely reconstructed; access management with existing undivided roadways identified for median construction in the existing center turn lane for access management purposes; and new with all future roadways needed to complete the Transportation Master Plan. He reviewed intersection projects that include: signal, either a new signal or modification to an existing signal; roundabout, a new roundabout intersection; turn lane, addition or extension of a turn lane; overpass, identified new grade separated crossings in TMP; innovative, construction of an intersection improvement to be determined
after complete analysis including special high capacity intersections; and other, ITS System Upgrades, identified by staff and was split evenly between the nine (9) service areas. Gutekunst then provided a LUA and CIP summary stating that: total growth is highest in Service Area A; lowest growth in Service Area B as it is more built-out; Impact Fee CIP total cost is $602 million and includes OTP projects and some past projects with debt service still being paid off; and a draft report was attached as backup for review prior to public hearing to make a motion on study assumptions. He then reviewed the Stakeholder Engagement Plan which will include the three key strategies of inform, consult, and involve. Gutekunst stated that the plan will: ensure that inclusive and efficient consultation is undertaken throughout the process; and identify how the project team will respond to community input and keep them informed of decisions. He reviewed how the project team will accomplish keeping the public informed, consulted, and involved and provided goals for each area. Gutekunst provided a schedule.

Jonrowe stated that it was a good presentation and asked that staff please proceed.

Gonzalez had no comments or questions.

Calixtro asked how the fees are handled in the ETJ. Wright responded that the TIF can only be applied in the City Limits and it will be business as usual in the ETJ and issues addressed via a Traffic Impact Analysis. Calixtro noted the total cost of $602 million and asked what past projects have been completed. Wright responded that past projects like SWBypass are making payments after issuing debt, and the City can use TIF to pay prior debt. Gutekunst explained how the impact CIP works.

Gonzalez asked if the City would be focusing on 971 and other projects. Wright responded yes, when coming forward at a future meeting will have projects ready. Gonzalez supported that process.

Triggs had no comments or questions.

Fought noted that when discussed previously by Council, only a small area was covered, and the burden was on large developers. He asked about the purpose of this exercise. Wright responded all those points are valid and there is a lot of opportunity for development to come in and not pay a pro rata. He continued by pointing out some flaws in the process. Fought just wanted to verify the purpose. Wright responded that the purpose is the same and this is the next step.

Mayor Ross asked how it works from a process standpoint when the developer pays the impact fee, and when does the City decide what the impact fee is. Wright responded that the review process will result in a maximum fee being determined. He added that how much max fee is taken on by rate payer versus developers. Wright noted that vested impact fees at preliminary plat for those already in the development process.
C. Presentation and discussion regarding the mobility bond program targeting the May 2021 election -- Bridget Hinze Weber, Assistant to the City Manager and Ray Miller, Director of Public Works

Weber presented and provided the presentation overview and background. She noted that the Citizen Committee met on August 24, 2020 for the first meeting of the Mobility Georgetown Citizen Advisory Committee; in September through October will be ranking and prioritization and initial recommendations developed; in November the second round of public engagement activities to receive feedback about the proposed bond projects; in December the Committee will develop final recommendations; and in January project recommendations presented to Council. Weber provided a public engagement summary and added that public engagement will be at the center of Georgetown’s bond process and staff will develop a way for every stakeholder, from the public to City Council to partner agencies, to engage in the process and provide feedback on categories of importance. She noted that public engagement will begin before the election is called with the first phase being July 15 – August 15 and the second phase being in November. Weber continued that public education will happen after election is called in February 2021 and provided resource websites. She then reviewed the Citizen Survey that was open July 15 – August 15, 2020. Weber then provided a high-level overview of the feedback. She noted that the top two most important categories were to “manage congestion on high-travel roadways” and “improve traffic light timing along roadway corridors.” She also added that respondents supported a potential property tax increase through a bond package. Weber then provided the public engagement next steps noting that in November public engagement will be seeking feedback on committee’s selection of projects and public education will, once the projects, bond amount and ballot items are approved by Council, the City will conduct a campaign to educate and inform residents about the bond program and projects.

Miller presented and provided an update on the status of projects. He noted that the Leander Road Expansion from Norwood to SW Bypass is a partnership between the City and CAMPO/TxDOT and the City of Georgetown is to complete design and acquire ROW costing $3.5 million; CAMPO/TxDOT to fund construction costing $5.3 million; but CAMPO/TxDOT pulled their funding commitment for this project (and many others in the Austin District) to support IH-35 project through Austin which is a $3.4 billion project for IH-35 from SH-45N to SH-45S. Miller then provided a map of the project area. He noted that staff direction is needed regarding the following options: finish design and ROW acquisition and get the project shovel ready, without construction funding; continue to hold at 30% until construction funding is secured; discuss potential construction funding as part of the upcoming 2021 Mobility Election; or consider the sidewalk/bike path as an independent, standalone project also as part of the 2021 Mobility Election. Miller stated that the staff recommendation is to complete 30% schematic plans, acquire ROW, and redirect balance of project funds to other eligible projects. He then reviewed the IH-35 and Hwy 29 project and noted: TxDOT Austin District is preparing schematic and environmental documentation for the I-35 at SH 29 (from Wolf Ranch Pkwy to HEB) project; TxDOT is requesting City of Georgetown participation and an Advance Funding Agreement; staff is to meet with TxDOT representatives in September on options and costs in order to provide timely feedback to the Mobility Georgetown Citizen Advisory Committee; and there will be a Virtual Open House September 17 – October 2, 2020. Miller reviewed Williamson County partnerships and showed a map of
the projects. He stated that the SW By-Pass Extension will provide the connection to SH-29 on the west side of IH-35, and this project was included in the Wilco 2019 Bond Program which the City supported and agreed to participate in. Miller continued that Williamson County is designing and will oversee construction of the project. He then provided the following break down of estimated cost and potential City of Georgetown participation:

- City Funds the Design = $1,000,000
- City Towards Construction = $1,000,000
- Request to Wilco = $3,473,000
- Total Project Cost = $5,473,000
- City Share 37%
- County Share 63%

Miller reviewed SW By-Pass from IH-35 to Leander Road and noted that this project has been completed and was constructed through the Texas Crushed Stone Quarry by Williamson County, and this section of the SW By-Pass was opened on May 26, 2020. He stated that this section (SE Inner Loop) from IH-35 to FM 1460 is planned for reconstruction to create a 5-lane section and will be designed and constructed by the City of Georgetown. Miller noted that the East extension of the SW By-Pass from the existing terminus of Sam Houston east to SH-29 and is being designed and constructed by Williamson County has part of the Wilco 2019 Bond Program. The City supported and agreed to participate in. He then reviewed the estimated cost and potential Georgetown participation as follows:

- City funds ROW and utilities = $1,200,000 *
- City towards construction = $2,800,000 *
- Request to Wilco = $18,737,000
- Total Project Cost = $22,537,000
- City Share 18%
- County Share 82%

* Potential funding from future bond proceeds and possible land dedication from the City of Georgetown

Miller reviewed the Westinghouse (CR 111/CR 105) from FM 1460 to SH-130 project noting that the City supported and agreed to participate, and Williamson County is designing and will oversee construction of the project. He then reviewed the estimated cost and potential Georgetown participation as follows:

- City Funds ROW and Utilities = $2,400,000 *
- City Towards construction = $5,800,000 *
- Request to Wilco = $11,996,000
- Total Project Cost = $20,196,000
- City Share 40%
- County Share 60%

* Potential funding from future bond proceeds

Weber presented and reviewed the Tax Rate Capacity and noted that there is a 5 Year Capital Improvement Project (CIP) Planning Process that: looks at debt retirement schedule and assumed average annual growth rate; allows for approximately $18 million annually in debt over the next 5 years; current 5 Year CIP includes transportation, public safety, fleet, and parks projects; and could be redirected to support future bond efforts. She then reviewed the debt modeling for proposed Mobility Georgetown 2021 Bond that includes: modeling is on top of existing CIP plan; growth between 3 – 7 percent assumed average annual growth rate; tax rate
increase between 2 – 5 cents; 5-year program versus 10-year program; and that staff recommends a 5-year bond program based on the challenge of identifying the top mobility priorities past a 5-year outlook. She then reviewed following for a 5-Year Bond Program:

![Table showing tax rate increase for a 5-Year Bond Program]

Webern noted the following for a 10-Year Bond Program:

![Table showing tax rate increase for a 10-Year Bond Program]

Weber noted that staff is requesting direction on the following from Council to Citizen Advisory Committee: length of bond, either 5 years or 10 years; and the range of proposed bond amount while balancing property tax commitments with project needs.

Gonzalez stated that he prefers a 5-year program with a bond package under $50 million, in the $30-50 million range.
Calixtro asked about the current rate of growth. Morgan responded 5-7% per year. Calixtro stated that she prefers 5 years and asked if the City can do the needed improvements for $50 million. Morgan responded that this is to give preliminary guidance to provide a range. He added that the process is to review and the next step for bond committee is to review projects. Morgan continued that staff will provide a range to committee and staff can wait longer if council needs more information. Mayor Ross provided perspective related to last bond and asked what bandwidth City staff has to manage the projects. Morgan responded that if Council wants to be aggressive, staff would have to regroup.

Triggs noted that this is very preliminary, and Council need input from committee. He added that he agrees with Gonzalez’s suggestion.

Fought stated that the future is too uncertain to take too much on and he agrees with Gonzalez on the highest amount.

Jonrowe stated that she agrees with fellow Council Members. She added that she still supports long range planning while sticking with smaller increments for funding. Jonrowe stated that while looking at tax rate she wants to stay in the $.02 - $0.3 range, and $33-57 million range.

Mayor Ross recapped the Council feedback of 5 years and $30 - $50 million.

Weber noted that staff needs Council feedback on Leander Road. Morgan noted that a funding source is no longer available through TxDOT. Mayor Ross asked if anyone disagreed. All of Council agreed with the staff recommendation.

D. Presentation and discussion regarding the proposed changes to the Fiscal and Budgetary Policies as part of the FY2021 budget development process -- Leigh Wallace, Finance Director

Wallace presented and reviewed the purpose of the presentation and noted that the policy is reviewed annually by GGAF and Council as part of budget development process and for the audience of internal staff, external auditors, and credit rating agencies. She the noted some administrative changes that would clarify existing wording and formatting, remove old language that no longer applies, and update compliance for coming fiscal year. Wallace reviewed substantive changes and how they could change the meaning of the policy with calculation change, definition change, or change in decision maker. She then provided examples of past updates such as adding new reserves, updating policy to align with opportunities in new software system, clarify goals for rate-setting and revenue recovery, and define appropriate uses of one-time savings. Wallace provided pandemic context for the policy with the following: Section IX. Budget Contingency Plan, in FY2020 the use of the Budget Contingency Plan for first time in several years, and under new emergency circumstances, broaden the wording in the plan to accommodate a wider variety of circumstances, leave intact the actions authorized by City Manager and the Council, and tighten up replenishment guidance when reserves are used; Section XI. Capital Maintenance and Replacement relating to economic changes resulting in decreased revenues, FY2021 budget uses various reserves to sustain services/projects and reviewed with Council during
budget development; and Section XIV. Debt Management relating to the collapse of the municipal debt market in March and April 2020 led City to postpone annual debt sale for capital projects, financial Advisor recommended various options, broaden wording for method of sale to include options other than competitive bidding, and keep wording alternatives must be approved by Council. She then noted possible re-organization related to Section X. Capital Improvement Program due to the Georgetown Utility Systems Board re-organized to two separate boards to specialize in Electric Utility and Water Utility affairs with each board will review rates, contracts, and capital infrastructure plans. Wallace noted the updates to reserves in Section XV. Financial Conditions and Reserves with the suggestion to add GTEC and GEDCO reserves consistent with bylaws and existing practice, remove Downtown TIRZ debt service reserve no longer needed since Garage debt repurposed to Waste Transfer Station, and add Cemetery reserve consistent with existing practice. She then reviewed Special Purpose Funding in Section V. Expenditure Management, noting that in order to support community assistance programs, the City designates specific funding for special purposes, including Social Services, Children’s Programs, and Public Art, and the City reserves the ability to cap this special purpose funding when necessitated by budget contingency or compliance issues, such as revenue shortfalls, or other reasons as determined by City Council. Wallace stated that related to Strategic Partnerships for Community Service, the City of Georgetown values partnerships with organizations that are committed to addressing our communities’ greatest public challenges and has identified key priorities in the following areas: public safety; transportation housing; parks and recreation; veteran services; and a safety net. She stated that the City has targeted funding for these programs to be $5.00 per capita, which may be adjusted to offset the effects of general inflation based upon Consumer Price Index, and if previous funding levels are higher than the targeted amount, and to avoid significant reductions in levels of funding, the City Council shall seek to attain this target chiefly through population growth. Wallace continued that these funds will be allocated and paid according to the City Council’s guidelines for such programs and provided the historical spending as follows:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Special Purpose Funding Allocations including SPCS Grants, and In-Kind Utility &amp; Maintenance Assistance</th>
<th>Population</th>
<th>Total Dollars Per Capita for Special Purpose Funding</th>
<th>Targeted Dollars Per Capita for SPCS Grants</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY10</td>
<td>407,943</td>
<td>48,164</td>
<td>$10.03</td>
<td>$5.00</td>
</tr>
<tr>
<td>FY11</td>
<td>431,649</td>
<td>48,902</td>
<td>$8.83</td>
<td>$5.00</td>
</tr>
<tr>
<td>FY12</td>
<td>432,561</td>
<td>49,543</td>
<td>$8.73</td>
<td>$5.00</td>
</tr>
<tr>
<td>FY13</td>
<td>434,938</td>
<td>50,542</td>
<td>$8.61</td>
<td>$5.00</td>
</tr>
<tr>
<td>FY14</td>
<td>423,466</td>
<td>50,848</td>
<td>$8.33</td>
<td>$5.00</td>
</tr>
<tr>
<td>FY15</td>
<td>433,564</td>
<td>54,689</td>
<td>$7.93</td>
<td>$5.00</td>
</tr>
<tr>
<td>FY16</td>
<td>431,557</td>
<td>58,085</td>
<td>$7.43</td>
<td>$5.00</td>
</tr>
<tr>
<td>FY17</td>
<td>433,780</td>
<td>61,119</td>
<td>$7.10</td>
<td>$5.00</td>
</tr>
<tr>
<td>FY18</td>
<td>434,377</td>
<td>62,573</td>
<td>$6.94</td>
<td>$5.00</td>
</tr>
<tr>
<td>FY19</td>
<td>434,588</td>
<td>64,950</td>
<td>$6.69</td>
<td>$5.00</td>
</tr>
<tr>
<td>FY20</td>
<td>436,105</td>
<td>66,240</td>
<td>$6.58</td>
<td>$5.00</td>
</tr>
<tr>
<td>Proposed FY 21</td>
<td>434,588</td>
<td>71,581</td>
<td>$6.07</td>
<td>$5.00</td>
</tr>
</tbody>
</table>

Wallace also provided the Special Purpose spending detail and noted that strategic partnerships accounts for $400,049, utility assistance for Madella Hilliard and Mary Bailey
accounts for $25,256, and maintenance for Madella Hilliard accounts for $9,283 for a FY2021 total of $434,588. She then provided a summary and noted that several additions and clarifications to the policies are proposed for FY2021 to reflect current practices as staff had an opportunity to see policies in new light of pandemic circumstances and use of reserves as planned during difficult economic environment and uncertainty; and the City continues to be recognized by credit rating agencies for strong fiscal policies that emphasize flexible liquidity. Wallace then reviewed the next steps which are to receive Council feedback and adopt policies with the budget on September 22, 2020.

Calixtro and Triggs has no comments or questions.

Fought stated that these are good updates and he appreciated the tabulation or Strategic Partnership funding. He added that this is a generous City and he is happy with the proposed changes. He then asked if there is anything missing from the staff perspective. Wallace responded not from her experience when reviewing with other cities and staff has had no critiques from auditors or rating agencies. Fought stated that there are reserve funds coming out of Council’s ears and asked if there was any flexibility needed. He stated that Wallace could think about it and come back if needed. Wallace responded that Council can always adjust do more or less, it just depends on what is right for the City and finding the right balance for the community. Fought noted that there is a lot written about underfunded retirement funds and asked if the City was at 84%. Wallace responded that’s correct. Fought asked if that was a good position. Wallace responded that the City has what it needs to keep a good funded ratio.

Jonrowe stated that she had no questions and really liked seeing the development of replenishment guidance. Wallace responded that the City will have that for a few of the funds, particularly the tourism fund.

Gonzalez thanked Wallace for incorporating the GGAF discussion related to replenishing funds into the plan. He added that the City will always need to monitor and review the reserves to make sure the amounts are sufficient.

Mayor Ross recessed into Executive Session at 4:28 p.m. to start at 4:45 p.m.

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

AF. Sec. 551.071: Consultation with Attorney
Advice from attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items
- Litigation Update

Sec. 551.072: Deliberations about Real Property
- Riverhaven
- Westinghouse Right of Way

**Sec. 551.074: Personnel Matters**
- Approval of appointment of Assistant City Attorney

**Sec. 551.086: Certain Public Power Utilities: Competitive Matters**
- Purchased Power Update

**Sec. 551.087: Deliberations Regarding Economic Development**
- Project Dazed

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**Adjournment**

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Approved by the Georgetown City Council on ______________________________

Date

_____________________________    _____________________________

Dale Ross, Mayor      Attest: City Secretary
SUBJECT:
Consideration and possible action to approve a one-year contract renewal for landscaping and grounds maintenance services with Heart of Texas Landscape and Irrigation Co. in an amount not to exceed $434,779.12 -- Eric Nuner, Assistant Parks and Recreation Director

ITEM SUMMARY:
A service contract was awarded to Heart of Texas Landscape and Irrigation Co. through a competitive bid process with prior Council action approval on April 25, 2017, Item H. The first contract renewal was approved through council action on September 25, 2018, Item O. The second contract renewal was approved on October 8, 2020, Item D. The contract will be renewed for the third time for continuation of providing landscaping and grounds maintenance services for FY2021. This is the final renewal term remaining under the contract.

Staff is recommending approval of the contract renewal for landscaping services contracts with Heart of Texas Landscape and Irrigation Co. Services provided are mowing, edge trimming, bed maintenance, fertilization, mulching, and pest control at City parks, cemeteries, and Georgetown Village PID. Heart of Texas has performed per the contract and their work meets the standards set forth in the contract.

FINANCIAL IMPACT:
• Parks and Recreation, IOOF Cemetery, GVPID: Heart of Texas $434,779.12.

SUBMITTED BY:
Eric Nuner, Asst. Director Parks and Recreation

ATTACHMENTS:

Heart of Texas Renewal
Renewal No. 3

to the Agreement between
Heart of Texas Landscape and Irrigation Co.

and the

City of Georgetown, Texas

This Third and Final Renewal Agreement ("Third Renewal") is entered into by and between the CITY OF GEORGETOWN, a Texas Home-Rule Municipal Corporation (the "City"), and HEART OF TEXAS LANDSCAPE AND IRRIGATION CO. (the "Contractor"), (collectively, the "Parties"). The Parties hereby agree as follows:

WHEREAS, the Parties entered into an Agreement on April 25, 2017 for landscaping, grounds maintenance, and right-of-way mowing services for Parks and Recreation, the IOOF Cemetery, and Georgetown Village, Contract No. 17-053-SC, (the "Original Agreement"); and,

WHEREAS, the Original Agreement provided an initial term and provided for three (3) additional one (1) year renewal terms; and,

WHEREAS, the Parties renewed the Original Agreement on October 16, 2018 for a first renewal term and amended the scope of the Original Agreement for additional services in the amount of $9,818.68;

WHEREAS, the Parties renewed the Original Agreement on September 18, 2019 for a second renewal term; and,

WHEREAS, the Parties desire to renew the Original Agreement for a third and final renewal term and establish the prices during the third renewal term; and,

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

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

1. The Parties agree to renew the Original Agreement for a third renewal term which will begin immediately upon the expiration of the second renewal term and will end on September 30, 2021.

2. During the third renewal term, the prices shown in Exhibit A attached to this Third Renewal shall apply.

3. During the Third Renewal, the not to exceed amount shall be four hundred thirty-four thousand seven hundred seventy-nine dollars and twelve cents ($434,779.12).

4. All other terms of the Original Agreement not inconsistent with this Third Renewal shall apply. Except: as expressly modified by this Third Renewal, the Original Agreement remains unchanged and in full force and effect, subject to its terms.

5. This Third Renewal is effective on the date executed by City.

[Signature page to follow]
HEART OF TEXAS LANDSCAPE AND IRRIGATION COMPANY

By: 
Printed Name: Dustin Finch
Title: Account Manager
Date: 9/15/2020

CITY OF GEORGETOWN

By: 
Printed Name: 
Title: 
Date: 

ATTEST:
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

James Kachelmeyer, Assistant City Attorney
SUBJECT:
Consideration and possible action to approve a Resolution authorizing a funding agreement between the City of Georgetown and the William County and Cities Health District for this agency to continue to provide services for the citizens of Georgetown — David Morgan, City Manager and Shirley Rinn, Executive Assistant to the City Manager

ITEM SUMMARY:
The cities of Georgetown, Cedar Park, Round Rock, and Taylor, along with Williamson County have been members of the public health district since it was established in 1989. The cities of Liberty Hill and Hutto joined the District in October 2007 and Leander in October 2013. The public health district is authorized by Chapter 121 of the Texas Health and Safety Code. Chapter 121 requires that the organization of the public health district and the rights and responsibilities of member governments be stated in a Cooperative Agreement. The Cooperative Agreement for the Williamson County and Cities Health District was last amended, restated and approved by member governments effective April 26, 2007. The Health District continues to work with other non-participating Cities in Williamson County to encourage their future membership in the Health District.

The Williamson County and Cities Health District provides public health services to the citizens of Georgetown. These services include personal health care services (immunizations, prenatal care, preventive child health care, adult health risk assessment and screening, TB and other infectious disease services), communicable disease control services including surveillance and investigation of reportable diseases and conditions, WIC nutrition services for infants and children, environmental health services (inspection of food establishments and registration of food handlers, septic system permitting and inspection, etc.), other counseling, preventive and educational health services, and the operation of a Level II Mosquito Surveillance and Control Program. The Agreement is for $174,323.

The $174,323 that is allocated in the City’s base budget for the Williamson County and Cities Health District is based on the Census Bureau’s July 1, 2018 population estimate for Georgetown of 74,180 at $2.35 per capita.

Approval of this resolution authorizes the Mayor to execute, the renewal funding agreement for the in-kind services provided by the Williamson County and Cities Health District on behalf of the City of Georgetown.

FINANCIAL IMPACT:
Funding for this agreement is included in the FY 2020-21 Annual Operating Plan.

SUBMITTED BY:
Shirley Rinn, Executive Assistant to the City Manager and David Morgan, City Manager

ATTACHMENTS:

WCCHD Resolution
WCCHD Request
WCCHD Contract
RESOLUTION NO. ________________

A Resolution authorizing a Funding Agreement Between the City of Georgetown and The Williamson County and Cities Health District, and for this agency to continue to provide services for the citizens of Georgetown, and authorizing the Mayor to execute same and the City Secretary to attest.

WHEREAS, the City Council finds that public health services are not adequately addressed or reasonably addressable by the private sector or other public entities; and,

WHEREAS, the City Council finds that the provision of such services accomplishes a public purpose and is beneficial to the community to meet the City’s health, safety and welfare obligations; and

WHEREAS, the City of Georgetown and Williamson County and Cities Health District desire to enter into a funding agreement in the amount of $174,323 to assist the Health District provide public health services to the citizens of Georgetown. These services include personal health care services (immunizations, prenatal care, preventive child health care, adult health risk assessment and screening, TB and other infectious disease services), communicable disease control services including surveillance and investigation of reportable diseases and conditions, WIC nutrition services for infants and children, environmental health services (inspection of food establishments and registration of food handlers, septic system permitting and inspection, etc.), other counseling, preventive and educational health services, and the operation of a Level II Mosquito Surveillance and Control Program.

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

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

SECTION 2. The Mayor is hereby authorized to execute, and the City Secretary to attest thereto, a funding agreement with The Williamson County and Cities Health District, and on behalf of the City of Georgetown in substantially the same form as denoted in the attached exhibit.
SECTION 3. This resolution shall be effective immediately upon adoption.

RESOLVED this _______ day of September, 2020.

ATTEST:                    THE CITY OF GEORGETOWN:

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Robyn Densmore, City Secretary  Dale Ross, Mayor

APPROVED AS TO FORM:

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Skye Masson
City Attorney
Dear Mayor Ross:

The cities of Cedar Park, Georgetown, Round Rock, and Taylor, along with Williamson County have been members of the public health district since it was established in 1989. The cities of Liberty Hill and Hutto joined the District in October 2007 and Leander in October 2013. The public health district is authorized by Chapter 121 of the Texas Health and Safety Code. Chapter 121 requires that the organization of the public health district and the rights and responsibilities of member governments be stated in a Cooperative Agreement. The Cooperative Agreement for the Williamson County and Cities Health District was last amended, restated and approved by member governments effective April 26, 2007.

Health District funding is derived from contributions from the member governments, Texas Department of State Health Services contracts, client fees, Medicaid reimbursements, and other grants, contracts, and contributions. The Health District’s fiscal year is January-December with an FY 2020 operating budget of $10,069,771. Our operating budget does not include the separate County Indigent Health Care funding.

The Cooperative Agreement states that the Board of Health will request from member cities per capita funding each year (October 1 - September 30) based on the U.S. Census Bureau’s most recent annual estimate of population. This estimate is dated July 1, 2018 and can be found at https://www.census.gov/quickfacts/table/PST045216/48491.

At its November 1, 2019 meeting, the Board of Health approved the annual WCCHD Budget based on the same per capita rate for Member Cities as requested for FY2020. The Census Bureau's July 1, 2018 population estimate for Georgetown is 70,685. Therefore, at $2.35 per capita, the request from Georgetown for FY2020 is $174,323.00.

As always, WCCHD will continue to aggressively seek out and maximize funding from grants and other funding streams for FY2021 and the future as we work to promote and protect the health of the residents of all of Williamson County. I am available if you, the Council, or staff need any additional information.

Sincerely,

Derrick L. Neal, M.P.A.
WCCHD Executive Director

Cc: David Morgan, Georgetown City Manager
Mary Faith Sterk, Board Member
Marlene McMichael, Board Chair
Cindy Botts, Executive Assistant
This is an agreement between the City of Georgetown, a Texas Home Rule Municipal Corporation (City) and the Williamson County and Cities Health District (WCCHD), for the fiscal year from October 1, 2020, through September 30, 2021 (Agreement.)

1. The City finds that WCCHD accomplishes a public purpose and benefits the community of Georgetown, Texas as it enhances the quality of life and the overall economic development of the city per Chapter 380 of the Local Government Code. The City finds that the services that WCCHD will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City.

2. In consideration for the services WCCHD provides pursuant to this Agreement, the City agrees to pay WCCHD an amount not to exceed a total of $174,323 to be paid in one annual installment by October 31, 2020.

3. As consideration for the funds to be paid by the City, WCCHD agrees to provide the following as a condition of this Agreement:

   A. personal health care services which may include, but are not limited to, child and adult immunizations, prenatal care, tuberculosis diagnosis and treatment, HIV counseling and screening and other programs as determined by the Board of Health based on community needs assessment and the availability of resources;
   B. communicable disease control services, which include, but are not limited to, surveillance and investigation of reportable diseases and conditions;
   C. social services which include, but are not limited to, operating the Help Line and assisting the public to access health care and social services;
   D. WIC nutrition services for infants and children and pregnant, postpartum and breastfeeding women;
   E. environmental health services which include, but are not limited to, on-site sewage facility permitting and inspection, inspection of food establishments, education and registration of food handlers, flood plain management, and environmental complaint resolution;
   F. other counseling, preventive and educational health services which may be of benefit to the community;
   G. assessment of community assets and needs, and coordination as appropriate with the City and other community service providers in the provision of services to Georgetown residents;
   H. operation of a Level II Mosquito Surveillance and Control Program; and
   I. provide to the City a copy of WCCHD’s annual independent auditor’s report based upon its fiscal year (as soon as one has been completed) or the organization’s Form 990, including statistics regarding the number of Georgetown citizens who are served per the terms of this Funding Agreement.
4. This Agreement shall not be altered, waived, amended or extended, without the written consent of both parties.

5. WCCHD may not assign this Agreement to another party without the written consent of the City.

6. Either party may terminate this Agreement for any reason with written notice to the other party. Notice of termination shall be hand-delivered or sent by certified mail, return receipt requested, to the following addresses:

   David Morgan, City Manager  Derrick L. Neal M.P.A
   City of Georgetown        Executive Director
   P. O. Box 409              Williamson County & Cities Health District
   Georgetown, TX 78627-0409  355 Texas Avenue
                              Round Rock, Texas 78664

All obligations under this Agreement shall cease, and the City shall only fund those expenses that actually were expended, up to the date the notice of termination is received.

EXECUTED this _____ day of September, 2020.

THE CITY OF GEORGETOWN        WILLIAMSON COUNTY & CITIES HEALTH DISTRICT

_________________________    _____________________
Dale Ross              Derrick L. Neal M.P.A
Mayor                  Executive Director

ATTEST:

_________________________    ____________________________
Robyn Densmore         Skye Masson
City Secretary         City Attorney

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on this the _____ day of ________________, 2020, by Derrick L. Neal M.P.A, a person known to me, in his capacity as Executive Director of Williamson County and Cities Health District, on behalf of said organization.

SEAL

Notary Public, in and for the State of Texas
SUBJECT:
Consideration and possible action to approve a Resolution authorizing **funding agreements** between the City of Georgetown and Annunciation Maternity Home, Boys and Girls Club of Georgetown, Brookwood in Georgetown Vocational, Inc. (BIG), CASA of Williamson County, Texas, Faith In Action Georgetown, GENAustin dba Girls Empowerment Network (GEN), Georgetown Backpack Buddies, Georgetown Caring Place aka The Caring Place, Georgetown Palace Theater, Habitat for Humanity of Williamson County, Literacy Council of Williamson County, Opportunities for Williamson & Burnet Counties, Inc. (OWBC), Sacred Heart Community Clinic, Samaritan Center for Counseling and Pastoral Care, Inc., Stonehaven Senior Center, Texas Science Education Foundation, The Georgetown Project, Williamson County Children’s Advocacy Center, and Williamson County Crisis Center dba Hope Alliance, and for these agencies and organizations to continue to **provide services** for the **citizens** of Georgetown -- David Morgan, City Manager and Shirley Rinn, Executive Assistant to the City Manager

ITEM SUMMARY:
The City of Georgetown values partnerships with organizations that are committed to addressing our community’s greatest public challenges, and the purpose of City funding to the non-profit sector is to cultivate and sustain partnerships with 501(c)3 organizations that strengthen the City’s key priorities in the following areas: Public Safety, Transportation, Housing, Parks & Recreation, Veteran Services, and Safety Net, further defined as follows:

**Public Safety.**
- While the City is Georgetown’s Public Safety leader (Fire & Police), public safety also encompasses a broad scope of work that makes this community safe for all.
- § Eligible organizations and programs may include those that contribute to safe neighborhoods such out of school time, youth empowerment, and neighborhood community centers.

**Transportation.**
- Eligible organizations include those that assist in meeting the transportation needs of Georgetown residents unable to access private transportation such as homebound seniors and youth under the age of 16 years.

**Housing.**
- Eligible organizations include those that offer emergency shelter, transitional or temporary housing, and affordable housing.

**Parks & Recreation.**
- Eligible organizations include those that provide affordable, accessible activities that enhance Georgetown residents’ health and well-being, including sports, fitness, and other recreational programs.

**Veteran’s Services**
- Support veteran programs and services within the community.

**Safety Net.**
- The City recognizes its responsibility to support efforts to address this community’s most pressing basic needs. Examples of basic needs include food insecurity, emergency financial assistance, mental/behavioral health care, substance abuse, domestic/family violence, and health care. Safety Net priorities will be based on ongoing analysis of unmet existing needs and emerging needs in this community, and may change over time.

The proposed Annual Operating Plan for the fiscal year beginning October 1, 2020 and ending September 30, 2021, includes funding for eligible 501c(3) non-profit organizations that meet one or more of the criteria as outlined above.
The attached Resolution approves, and authorizes the Mayor to execute, the Strategic Partnerships for Community Services (SPCS) Funding Agreements with the following 501c(3) non-profit organizations at the amounts recommended by the SPCS Advisory Board that were approved by the City Council on August 25, 2020.

**Annunciation Maternity Home** provides Public Safety, Transportation, Housing, and Safety Net services to provide housing, educational opportunities, workforce development support, counseling, parenting/life skills training, and on-site childcare for teenaged and young adult women experiencing crisis pregnancies and their infant children. The amount of the Agreement is $13,000.

**Boys and Girls Club of Georgetown** provides Parks & Recreation and Safety Net services by providing programming that will enable all young people of the Georgetown community, especially those who need it most, realize their full potential as productive, caring, and responsible citizens through outcomes that are guided by its “Formula of Impact” which is focused in 3 key areas: Academic Success, Character & Leadership and Healthy Lifestyles. The amount of the Agreement is $25,000.

**Brookwood in Georgetown Vocational, Inc. (BIG)** provides Housing, Parks & Recreation, and Safety Net Services for adults with functional disabilities who no longer receive services from the public schools to participate in high quality programs that will provide an educational environment that creates meaningful jobs, builds a sense of belonging and promotes dignity and respect for adults with special needs and create opportunities to develop their talents and strengths in order to celebrate, empower, and engage these Georgetown citizens and their families to lead healthy and active lives that give back to their community through volunteerism and entrepreneurial work activities. The amount of the Agreement is $21,000 for scholarships.

**CASA of Williamson County** provides Public Safety and Safety Net Services with the provision of trained, court-appointed volunteers who advocate for the best interest of abused or neglected children in court on their journey to a safe, permanent home to support 13 children in the community. The amount of the Agreement is $19,000.

**Faith in Action Georgetown** provides Safety Net, Transportation, and Public Safety Services in the provision volunteer driver recruitment and training programs to ensure the continuance of providing timely, reliable, door-through door, assisted transportation to help seniors remain independent and improve their quality of life. The amount of the Agreement is $34,250.

**GENAustin dba Girls Empowerment Network (GEN)** provides Safety Net and Public Safety Services through the provision of its Girl Connect Referral Groups, which is a weekly program for girls in grades 6-12 to increase their self-efficacy, which is the foundation upon which their future success is built on, and is especially designed for girls who are high-risk of entering the juvenile justice system and those who have behavioral challenges, frequent disciplinary issues, signs of high stress, truancy, etc. intended to help them get back on track, persist in school, and pursue positive goals. The amount of the Agreement is $12,600.

**Georgetown Backpack Buddies** provides Safety Net Services by purchasing food for children in Grades K-12 who are eligible for the free/reduced GISD breakfast/lunch program and who register for the Georgetown Backpack Buddies Program (GBBP), which supplies nutritious, non-perishable food items for them to take home for the weekends of the school year to supplement their family's food supply. The amount of the Agreement is $20,000.

**Georgetown Caring Place aka The Caring Place** provides Safety Net Services for emergency financial assistance to families experiencing financial crisis in Georgetown through the provision of basic needs assistance, including a Food Pantry Program to address food insecurity, and financial assistance to support housing, utility and transportation needs, and some medical expenses. The amount of the Agreement is $50,000.

**Georgetown Palace Theater** provides Safety Net Services through programming that ensures quality artistic entertainment and educational opportunities for children, adults, the economically disadvantaged, and persons with adaptive needs within the community of Georgetown and the surrounding areas and through that programming empowering everyone in the community the ability to grow skills like empathy and civic pride through shared stories and entertainment. The amount of the Agreement is $10,000.

**Habitat for Humanity of Williamson County** provides Housing Services through its partnerships with families and individuals in Georgetown and Williamson County to build better futures through the stability & security of owning a safe
affordable home through participation in its Home Ownership Program. The amount of the Agreement is $10,495 for expenses related to the 21st Street Georgetown Land Development Project.

**Literacy Council of Williamson County** provides Safety Net Services in the provision of Adult Basic Literacy (ABE), English as a Second Language (ESL) classes, GED preparation and Vocational Training. The amount of the Agreement is $16,000.

**Opportunities for Williamson & Burnet Counties, Inc. (OWBC)** provides Safety Net Services through the provision of comprehensive child and family development programs at the Mary Bailey Head Start Center that prepare children from birth to five years of age to become successful school students and productive members of society, continue serving low income, disabled and foster children with school readiness preparations, and to also provide consistent and healthy meals to seniors in need each day with meals being offered at the Madella Hilliard Neighborhood Center and also provide home-delivered meals to those seniors in the community whose mobility is limited. The amount of the Agreement is $10,800 for the Meals on Wheels Program.

**Sacred Heart Community Clinic, Inc.** provides Safety Net Services to expand the capacity of its “Help Them Smile Again” Program and to improve the access and outcomes for dental services for City of Georgetown citizens who are uninsured and underserved, regardless of patients’ insurance status or ability to pay. The amount of the Agreement is $26,000.

**Samaritan Center for Counseling and Pastoral Care** provides Safety Net and Veteran Services in the provision of affordable and quality-based mental health services to residents of the Georgetown Community regardless of their ability to pay, with priority given to vulnerable populations such as the uninsured, under-insured, members of low-income families, and also veterans and their families. The amount of the Agreement is $25,000.

**Senior Center at Stonehaven** provides Safety Net Services to meet the health, educational, social, recreational and creative needs of the senior citizen population of Georgetown area. The amount of the Agreement is $12,000.

**Texas Science Education Foundation** provides Safety Services in collaboration with Georgetown Independent School District and in partnership with Science Mills to underserved and at-risk students, their parents and grandparents with resources to experience unique hands-on science projects and experiments to engage technical solutions to make more informed career choices and to become lifelong learners. The amount of the Agreement is $10,000.

**The Georgetown Project** provides Safety Net, Public Safety, Parks & Recreation, Housing and Transportation Services in the provision of provide youth development and youth activity programs for children, youth, and families in Georgetown through the Kid City Program (summer food and enrichment for economically disadvantaged students), ASAP (After School Action Program), the NEST (provides assistance to homeless teens, including basic needs, supportive services, overnight emergency/temporary shelter, and mental/behavioral health services), and the Summer Youth Employment Program (provides employment for GISD high school students qualified at-risk, homeless or living in transition). The amount of the Agreement is $29,400.

**Williamson County Children’s Advocacy Center** provides Public Safety and Safety Net Services in the provision of services for abused children, non-offending family members, and professionals dedicated to the intervention, investigation, prosecution, and treatment options related to child abuse cases in Williamson County in a child-friendly environment. The amount of the Agreement is $25,000.

**Williamson County Crisis Center dba Hope Alliance** provides Public Safety and Safety Net Services in the provision of wrap-around, trauma-informed intervention services in Georgetown to victims and survivors of family violence, sexual assault, child abuse, including a 24 hour hotline, crisis intervention, support services, including emergency shelter, transitional housing, counseling, support groups, community education, and accompaniment to law enforcement, hospital and court; counseling; and legal advocacy including assistance with applying for protective orders and crime victims’ compensation funds. The amount of the Agreement is $30,504.

The provision of the services, as defined above, accomplishes a public purpose and benefits the community of Georgetown, Texas as they enhance the quality of life and the overall economic development of the City per Chapter 380 of the Local Government Code.

Additionally, these Funding Agreements also provide terms related to the exemption of development related fees as discussed by the City Council on April 28, 2020:

As a recipient of a Strategic Partnerships for Community Services Grant, “Name of Agency” shall also have the ability receive an exemption of certain development related fees in an amount not to exceed $10,000 should “Name
of Agency” remodel their current facilities and/or build new facilities in Georgetown if the request is made in the fiscal year defined in this Funding Agreement. Development related fees are defined as Land development processing fees outlined in the City of Georgetown’s Unified Development Code (UDC) Development Manual which include Building Permits and Inspections Fees, Fire Code Permit Fees and does not include: Electric Connection and Engineering Fees; Water and Wastewater Connection and Engineering Fees; and Impact Fees.

The City Council is asked to consider the approval of 19 Strategic Partnerships for Community Services Funding Agreements as described above.

FINANCIAL IMPACT:
Funding for these Agreements is included in the FY 2020-21 Annual Operating Plan.

SUBMITTED BY:
Shirley Rinn, Executive Assistant to the City Manager and David Morgan, City Manager

ATTACHMENTS:

SPCS Funding Agreement Resolution
Funding Agreement
Funding Agreement
Funding Agreement
Funding Agreement
Funding Agreement
Funding Agreement
Funding Agreement
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RESOLUTION NO. 092220-E

A Resolution authorizing funding agreements between the City of Georgetown and and Annunciation Maternity Home, Boys and Girls Club of Georgetown, Brookwood in Georgetown Vocational, Inc. (BIG), CASA of Williamson County, Texas, Faith In Action Georgetown, GENAustin dba Girls Empowerment Network (GEN), Georgetown Backpack Buddies, Georgetown Caring Place aka The Caring Place, Georgetown Palace Theater, Habitat for Humanity of Williamson County, Literacy Council of Williamson County, Opportunities for Williamson & Burnet Counties, Inc. (OWBC), Sacred Heart Community Clinic, Samaritan Center for Counseling and Pastoral Care, Inc., Stonehaven Senior Center, Texas Science Education Foundation, The Georgetown Project, Williamson County Children’s Advocacy Center, and Williamson County Crisis Center dba Hope Alliance, and for these agencies and organizations to continue to provide services for the citizens of Georgetown, and authorizing the Mayor to execute same and the City Secretary to attest.

WHEREAS, the City Council finds that the City of Georgetown values partnerships with organizations that are committed to addressing our community’s greatest public challenges; and

WHEREAS, the purpose of City funding to the nonprofit sector is to cultivate and sustain partnerships with 501(c)3 organizations that strengthen the City’s key priorities in the following areas: Public Safety, Transportation, Housing, Parks & Recreation, Veteran Services, and Safety Net; and

WHEREAS, the Key Priority areas are defined as follows:

Public Safety.
• While the City is Georgetown’s Public Safety leader (Fire & Police), public safety also encompasses a broad scope of work that makes this community safe for all.
  ▪ Eligible organizations and programs may include those that contribute to safe neighborhoods such out of school time, youth empowerment, and neighborhood community centers.

Transportation.
• Eligible organizations include those that assist in meeting the transportation needs of Georgetown residents unable to access private transportation such as homebound seniors and youth under the age of 16 years.

Housing.
• Eligible organizations include those that offer emergency shelter, transitional or temporary housing, and affordable housing.
Parks & Recreation.
- Eligible organizations include those that provide affordable, accessible activities that enhance Georgetown residents’ health and well-being, including sports, fitness, and other recreational programs.

Veteran’s Services
- Support veteran programs and services within the community.

Safety Net.
- The City recognizes its responsibility to support efforts to address this community’s most pressing basic needs. Examples of basic needs include food insecurity, emergency financial assistance, mental/behavioral health care, substance abuse, domestic/family violence, and health care. Safety Net priorities will be based on ongoing analysis of unmet existing needs and emerging needs in this community, and may change over time; and

WHEREAS, the City Council finds that the provision of such services as defined above accomplishes a public purpose and benefits the community of Georgetown, Texas as they enhance the quality of life and the overall economic development of the city per Chapter 380 of the Local Government Code; and

WHEREAS, the City of Georgetown and Annunciation Maternity Home desire to enter into a funding agreement in the amount of $13,000 for the provision of Safety Net services to assist the Annunciation Maternity Home with staffing support to provide housing, educational opportunities, workforce development support, counseling, parenting/life skills training, and on-site childcare for teenaged and young adult women experiencing crisis pregnancies and their infant children; and

WHEREAS, the City of Georgetown and the Boys and Girls Club of Georgetown desire to enter into a funding agreement in the amount of $25,000 for the provision of Safety Net services to assist the Boys and Girls Club of Georgetown to provide programming that will enable all young people of our community, especially those who need it most, realize their full potential as productive, caring, and responsible citizens through outcomes that are guided by its “Formula of Impact” which is focused in 3 key areas: Academic Success, Character & Leadership and Healthy Lifestyles.; and

WHEREAS, the City of Georgetown and Brookwood in Georgetown Vocational, Inc. (BIG) desire to enter into a funding agreement in the amount of $21,000 for the provision of Safety Net Services to assist BIG to provide scholarships for adults with functional disabilities who no longer receive services from the public schools to participate in high quality programs that will provide an educational environment that creates meaningful jobs, builds a sense of belonging and promotes dignity and respect for adults with special needs and create opportunities to develop their talents and strengths in order to celebrate, empower, and engage these Georgetown
citizens and their families to lead healthy and active lives that give back to their community through volunteerism and entrepreneurial work activities; and

WHEREAS, the City of Georgetown and CASA of Williamson County desire to enter into a funding agreement in the amount of $19,000 for the provision of Safety Net Services to assist CASA of Williamson County provide 13 children in the community with trained, court-appointed volunteers who advocate for the best interest of abused or neglected children in court on their journey to a safe, permanent home to support 13 children in the community; and

WHEREAS, the City of Georgetown and Faith in Action Georgetown desire to enter into a funding agreement in the amount of $34,250 for the provision of Safety Net, Transportation, and Public Safety Services to assist Faith in Action to provide and support volunteer driver recruitment and training programs to ensure the continuance of providing timely, reliable, door-through door, assisted transportation to help seniors remain independent and improve their quality of life; and

WHEREAS, the City of Georgetown and GENAustin dba Girls Empowerment Network (GEN) desire to enter into a funding agreement in the amount of $12,600 to assist GEN in the provision of its Girl Connect Referral Groups, which is a weekly program for girls in grades 6-12 to increase their self-efficacy, which is the foundation upon which their future success is built on, and is especially designed for girls who are high-risk of entering the juvenile justice system and those who have behavioral challenges, frequent disciplinary issues, signs of high stress, truancy, etc. intended to help them get back on track, persist in school, and pursue positive goals.; and

WHEREAS, the City of Georgetown and Georgetown Backpack Buddies desire to enter into a funding agreement in the amount of $20,000 to provide Safety Net Services by purchasing food for children in Grades K-12 who are eligible for the free/reduced GISD breakfast/lunch program and who register for the Georgetown Backpack Buddies Program (GBBP), which supplies nutritious, non-perishable food items for them to take home for the weekends of the school year to supplement their family's food supply; and

WHEREAS, the City of Georgetown and the Georgetown Caring Place dba The Caring Place desire to enter into a funding agreement in the amount of $50,000 for the provision of Safety Net by providing emergency financial assistance to families experiencing financial crisis in Georgetown through the provision of basic needs assistance, including a Food Pantry Program to address food insecurity, and financial assistance to support housing, utility and transportation needs, and some medical expenses; and

WHEREAS, the City of Georgetown and the Georgetown Palace Theater desire to enter into a funding agreement in the amount of $10,000 for the provision of Safety Net Services through programming that ensures quality artistic entertainment and educational opportunities for children, adults, the economically disadvantaged, and persons with adaptive needs within the community of Georgetown and the surrounding areas and through that programming
empowering everyone in the community the ability to grow skills like empathy and civic pride through shared stories and entertainment; and

WHEREAS, the City of Georgetown and Habitat for Humanity of Williamson County desire to enter into a funding agreement in the amount of $10,495 for the provision of Housing Services by providing through its partnerships with families and individuals in Georgetown and Williamson County to build better futures through the stability & security of owning a safe & affordable home through participation in its Home Ownership Program and specifically for expenses related to the 21st Street Georgetown Land Development Project; and

WHEREAS, the City of Georgetown and the Literacy Council of Williamson County desire to enter into a funding agreement in the amount of $16,000 for the provision of Safety Net Services through the provision of Adult Basic Literacy (ABE), English as a Second Language (ESL) classes, GED preparation and Vocational Training; and

WHEREAS, the City of Georgetown and Opportunities of Williamson & Burnet Counties, Inc. (OWBC) desire to enter into a funding agreement in the amount of $10,800 (restricted for the Meals on Wheels Program) for the provision of Safety Net Services by providing comprehensive child and family development programs at the Mary Bailey Head Start Center that prepare children from birth to five years of age to become successful school students and productive members of society, continue serving low income, disabled and foster children with school readiness preparations, and to also provide consistent and healthy meals to seniors in need each day with meals being offered at the Madella Hilliard Neighborhood Center and also provide home-delivered meals to those seniors in the community whose mobility is limited. The agreement also provides that the City of Georgetown will pay for the utility services at the Mary Bailey Head Start Center (601 N. College Street) and Madella Hilliard Neighborhood Center (803 W. 8th Street); and

WHEREAS, the City of Georgetown and Sacred Heart Community Clinic, Inc. (Sacred Heart) desire to enter into a funding agreement in the amount of $26,000 to assist Sacred Heart in the provision of Safety Net to expand the capacity of its “Help Them Smile Again” Program and to improve the access and outcomes for dental services for City of Georgetown citizens who are uninsured and underserved, regardless of patients’ insurance status or ability to pay; and

WHEREAS, the City of Georgetown and Samaritan Center for Counseling and Pastoral Care (Samaritan Center) desire to enter into a funding agreement in the amount of $25,000 to assist Samaritan Center in the provision of Safety Net and Veteran Services that provide affordable and quality-based mental health services through its Healthy Minds Program to residents of the Georgetown Community regardless of their ability to pay, with priority given to vulnerable populations such as the uninsured, under-insured, members of low-income families, and also veterans and their families; and
WHEREAS, the City of Georgetown and the Senior Center at Stonehaven desire to enter into a funding agreement in the amount of $12,000 to assist the Stonehaven in the provision of Safety Net Services to meet the health, educational, social, recreational and creative needs of the senior citizen population of Georgetown area; and

WHEREAS, the City of Georgetown and Texas Science Education Foundation desire to enter into a funding agreement in the amount of $10,000 to assist the Texas Science Education Foundation provide Safety Services in collaboration with Georgetown Independent School District and in partnership with Science Mills to underserved and at-risk students, their parents and grandparents with resources to experience unique hands-on science projects and experiments to engage technical solutions to make more informed career choices and to become lifelong learners.

WHEREAS, the City of Georgetown and The Georgetown Project desire to enter into a funding agreement in the amount of $29,400 to provide Safety Net, Public Safety, Parks & Recreation, Housing and Transportation Services by providing youth development and youth activity programs for children, youth, and families in Georgetown through the Kid City Program (summer food and enrichment for economically disadvantaged students), ASAP (After School Action Program), the NEST (provides assistance to homeless teens, including basic needs, supportive services, overnight emergency/temporary shelter, and mental/behavioral health services), and the Summer Youth Employment Program (provides employment for GISD high school students qualified at-risk, homeless or living in transition); and

WHEREAS, the City of Georgetown and the Williamson County Children’s Advocacy Center desire to enter into a funding agreement in the amount of $25,000 for the provision of Public Safety and Safety Net Services abused children, non-offending family members, and professionals dedicated to the intervention, investigation, prosecution, and treatment options related to child abuse cases in Williamson County in a child-friendly environment; and

WHEREAS, the City of Georgetown and Williamson County Crisis Center dba Hope Alliance desire to enter into a funding agreement in the amount of $30,504 for the provision of Public Safety and Safety Net Services in the provision of wrap-around, trauma-informed intervention services in Georgetown to victims and survivors of family violence, sexual assault, child abuse, including a 24 hour hotline, crisis intervention, support services, including emergency shelter, transitional housing, counseling, support groups, community education, and accompaniment to law enforcement, hospital and court; counseling; and legal advocacy including assistance with applying for protective orders and crime victims’ compensation funds; and

WHEREAS, 501(c)3 non-profit organizations that are awarded FY 2020-21 Strategic Partnerships for Community Services Grants by the City Council and who have entered into a Funding Agreement with the City of Georgetown for those grant funds will have the ability to receive an exemption of certain development related fees in an amount not to exceed $10,000 should the organization remodel their current facilities and/or build new facilities in Georgetown if the request is made in the fiscal year as defined in the Funding Agreement. Development
related fees are defined as Land development processing fees outlined in the City of Georgetown’s Unified Development Code (UDC) Development Manual which include Building Permits and Inspections Fees, Fire Code Permit Fees and **does not include**: Electric Connection and Engineering Fees; Water and Wastewater Connection and Engineering Fees; and Impact Fees.

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

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

**SECTION 2.** The Mayor is hereby authorized to execute, and the City Secretary to attest thereto, funding agreements with Annunciation Maternity Home, Boys and Girls Club of Georgetown, Brookwood in Georgetown Vocational, Inc. (BIG), CASA of Williamson County, Texas, Faith In Action Georgetown, GENAustin dba Girls Empowerment Network (GEN), Georgetown Backpack Buddies, Georgetown Caring Place aka The Caring Place, Georgetown Palace Theater, Habitat for Humanity of Williamson County, Literacy Council of Williamson County, Opportunities for Williamson & Burnet Counties, Inc. (OWBC), Sacred Heart Community Clinic, Samaritan Center for Counseling and Pastoral Care, Inc., Stonehaven Senior Center, Texas Science Education Foundation, The Georgetown Project, Williamson County Children’s Advocacy Center, and Williamson County Crisis Center dba Hope Alliance, and on behalf of the City of Georgetown in substantially the same form as denoted in the attached exhibits.

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

RESOLVED this _________ day of September, 2020.

ATTEST: 

THE CITY OF GEORGETOWN:

__________________________    _____________________ _________
Robyn Densmore, City Secretary   Dale Ross, Mayor

APPROVED AS TO FORM:

__________________________
Skye Masson
City Attorney
This is an agreement between the City of Georgetown, a Texas Home Rule Municipal Corporation (City), and Annunciation Maternity Home, for the fiscal year from October 1, 2020, through September 30, 2021 (Agreement).

The City of Georgetown values partnerships with organizations that are committed to addressing our community’s greatest public challenges, and the purpose of City funding to the non-profit sector is to cultivate and sustain partnerships with 501(c)3 organizations that strengthen the City’s key priorities in the following areas: Public Safety, Transportation, Housing, Parks & Recreation, Veteran Services, and Safety Net, further defined as follows:

**Public Safety.**
- While the City is Georgetown’s Public Safety leader (Fire & Police), public safety also encompasses a broad scope of work that makes this community safe for all.
  - Eligible organizations and programs may include those that contribute to safe neighborhoods such as out of school time, youth empowerment, and neighborhood community centers.

**Transportation.**
- Eligible organizations include those that assist in meeting the transportation needs of Georgetown residents unable to access private transportation such as homebound seniors and youth under the age of 16 years.

**Housing.**
- Eligible organizations include those that offer emergency shelter, transitional or temporary housing, and affordable housing.

**Parks & Recreation.**
- Eligible organizations include those that provide affordable, accessible activities that enhance Georgetown residents’ health and well-being, including sports, fitness, and other recreational programs.

**Veteran’s Services**
- Support veteran programs and services within the community.
Safety Net.

- The City recognizes its responsibility to support efforts to address this community’s most pressing basic needs. Examples of basic needs include food insecurity, emergency financial assistance, mental/behavioral health care, substance abuse, domestic/family violence, and health care. Safety Net priorities will be based on ongoing analysis of unmet existing needs and emerging needs in this community, and may change over time.

1. The City finds that the Annunciation Maternity Home provides Public Safety, Transportation, Housing, and Safety Net Services for the community, as defined above; Annunciation Maternity Home accomplishes a public purpose and benefits the community of Georgetown, Texas as it enhances the quality of life and the overall economic development of the City per Chapter 380 of the Local Government Code. The City finds that the services the Annunciation Maternity Home will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City.

2. In consideration for the services the Annunciation Maternity Home provides pursuant to this Agreement, the City agrees to pay the Annunciation Maternity Home an amount not to exceed a total of $13,000 to be paid in a one-time lump sum payment by October 15, 2020.

3. As consideration for the funds to be paid by the City, Annunciation Maternity Home agrees to provide the following as a condition of this Agreement:

   A. Housing, educational opportunities, workforce development support, counseling, parenting/life skills training, and on-site childcare for teenaged and young adult women experiencing crisis pregnancies and their infant children;
   B. coordinate as appropriate with the City and other community service providers in the provision of services to Georgetown residents;
   C. provide a final report to the City on or before October 31, 2021 that specifically identifies and includes:
       1. how the City’s funds were used;
       2. an analysis of the goal set forth in the evaluation section of the grant application, including outputs and outcomes;
       3. the total numbers served and the total number Georgetown citizens served; and
   D. provide to the City a copy of the Annunciation Maternity Home’s annual independent auditor’s report based upon its fiscal year (as soon as one has been completed) or the organization’s Form 990.

4. As a recipient of a FY 2020-21 Strategic Partnerships for Community Services Grant, Annunciation Maternity Home shall also have the ability receive an exemption of certain development related fees in an amount not to exceed $10,000 should Annunciation
Maternity Home remodel their current facilities and/or build new facilities in Georgetown if the request is made in the fiscal year defined in this Funding Agreement:

A. Development related fees are defined as Land Development Processing Fees outlined in the City of Georgetown’s Unified Development Code (UDC) Development Manual which include Building Permits and Inspections Fees and Fire Code Permit Fees;

B. These development related fees do not include: Electric Connection and Engineering Fees; Water and Wastewater Connection and Engineering Fees; and Impact Fees.

5. This Agreement shall not be altered, waived, amended or extended, without the written consent of both parties.

6. Annunciation Maternity Home may not assign this Agreement to another party without the written consent of the City.

7. Either party may terminate this Agreement for any reason with written notice to the other party. Notice of termination shall be hand-delivered or sent by certified mail, return receipt requested, to the following addresses:

   David Morgan, City Manager                      Christie Aaronson, Executive Director
   City of Georgetown                                Annunciation Maternity Home
   P. O. Box 409                                       3610 Shell Road
   Georgetown, TX 78627-0409                           Georgetown, Texas 78628

All obligations under this Agreement shall cease, and the City shall only fund those expenses that actually were expended, up to the date the notice of termination is received.

EXECUTED this _____ day of September, 2020.

THE CITY OF GEORGETOWN                      ANNUNCIATION MATERNITY HOME

_________________________    ____________________________
Dale Ross, Mayor                        Christie Aaronson, Executive Director
City of Georgetown                        Annunciation Maternity Home
P. O. Box 409                            3610 Shell Road
Georgetown, TX 78627-0409               Georgetown, Texas 78628

ATTEST:                                         APPROVED AS TO FORM:

_________________________                             ____________________________
Robyn Densmore, City Secretary               Skye Masson, City Attorney

STATE OF TEXAS                             §
COUNTY OF WILLIAMSON §

§ CORPORATE ACKNOWLEDGMENT
This instrument was acknowledged before me on this the _____ day of _____________, 2020, by Christie Aaronson, a person known to me, in her capacity as Executive Director of the Annunciation Maternity Home, on behalf of said organization.

SEAL

Notary Public, in and for the State of Texas
CHECKLIST OF ATTACHMENTS

- Budget Information. How were the City’s funds used? Include:
  - Actual Expenditures compared to Planned Budget

- An analysis of the goal(s) set forth in the evaluation section of the grant application, including outputs and outcomes.

- The Total numbers served and the total number of Georgetown Citizens served.
### Organization Information

**2020-21 Final Grant Report**

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| CEO or Executive Director  
(include title if other than “CEO” or “ED”) |  |
| Phone Number & Email Address |  |
| Organization Mission |  |
| Organization Vision |  |
| Total Grant Awarded |  |
| Program Name |  |

### Contact Information

<table>
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## Evaluation

**GOAL:** What will this funding help you accomplish?

**Inputs:** What resources (human, financial, organizational, and/or community) were committed to this grant request?

**Activities:** What activities supported or accomplished your goal(s)?

**Outputs:** Did your activities produce the expected outputs? Outputs are often quantitative measures (# of participants, # of sessions held, # of encounters).

**Outcomes:** What benefits, impacts, or changes in behavior, knowledge, skills, and/or attitudes for participants resulted from the completion of the activities?

**Performance Measures:** Did you accomplish your goal(s)? How did you measure your result(s)? How did your monitoring methods help you correct errors, remedy problems and/or refine your work?

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### Planned Program Budget vs. Actual Program Expenditures

**City of Georgetown 2020-21 Annual Report**

This format is required. Please enter your information into the shaded cells for rows applicable to your grant request. Use the "Other" sections to provide data for other types of revenue or expense in your program or project budget. Show specifically how our grant was used. Include narrative at the bottom to explain your numbers & assumptions, as needed.

**Name of Organization:**

**Budget Period From:**

**To:**

<table>
<thead>
<tr>
<th>Revenue/Support for this Grant Request</th>
<th>Planned Budget</th>
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**Total Revenue/Support** (calculated for you or enter your own total)

<table>
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<tr>
<th>Expenses for this Grant Request</th>
<th>Total Amount</th>
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<td>Salaries, benefits and related taxes</td>
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**Difference (Revenue/Support less Expense)**

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This is an agreement between the City of Georgetown, a Texas Home Rule Municipal Corporation (City), and Boys and Girls Club of Georgetown (Boys and Girls Club), for the fiscal year from October 1, 2020, through September 30, 2021 (Agreement).

The City of Georgetown values partnerships with organizations that are committed to addressing our community’s greatest public challenges, and the purpose of City funding to the non-profit sector is to cultivate and sustain partnerships with 501(c)3 organizations that strengthen the City’s key priorities in the following areas: Public Safety, Transportation, Housing, Parks & Recreation, Veteran Services, and Safety Net, further defined as follows:

**Public Safety.**
- While the City is Georgetown’s Public Safety leader (Fire & Police), public safety also encompasses a broad scope of work that makes this community safe for all.
  - Eligible organizations and programs may include those that contribute to safe neighborhoods such as out of school time, youth empowerment, and neighborhood community centers.

**Transportation.**
- Eligible organizations include those that assist in meeting the transportation needs of Georgetown residents unable to access private transportation such as homebound seniors and youth under the age of 16 years.

**Housing.**
- Eligible organizations include those that offer emergency shelter, transitional or temporary housing, and affordable housing.

**Parks & Recreation.**
- Eligible organizations include those that provide affordable, accessible activities that enhance Georgetown residents’ health and well-being, including sports, fitness, and other recreational programs.

**Veteran’s Services**
- Support veteran programs and services within the community.
**Safety Net.**

- The City recognizes its responsibility to support efforts to address this community’s most pressing basic needs. Examples of basic needs include food insecurity, emergency financial assistance, mental/behavioral health care, substance abuse, domestic/family violence, and health care. Safety Net priorities will be based on ongoing analysis of unmet existing needs and emerging needs in this community, and may change over time.

1. The City finds that the Boys and Girls Club provides Safety Net, Public Safety, Parks & Recreation, and Transportation Services for the community, as defined above; Boys and Girls Club accomplishes a public purpose and benefits the community of Georgetown, Texas as it enhances the quality of life and the overall economic development of the City per Chapter 380 of the Local Government Code. The City finds that the services the Boys and Girls Club will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City.

2. In consideration for the services the Boys and Girls Club provides pursuant to this Agreement, the City agrees to pay the Boys and Girls Club an amount not to exceed a total of $25,000 to be paid in a one-time lump sum payment by October 15, 2020.

3. As consideration for the funds to be paid by the City, Boys and Girls Club agrees to provide the following as a condition of this Agreement:

   A. Provide programming that will enable all young people of the Georgetown community, especially those who need it most, realize their full potential as productive, caring, and responsible citizens through outcomes that are guided by its “Formula of Impact” which is focused in 3 key areas: Academic Success, Character & Leadership and Healthy Lifestyles;
   
   B. coordinate as appropriate with the City and other community service providers in the provision of services to Georgetown residents;
   
   C. provide a final report to the City on or before October 31, 2021 that specifically identifies and includes:
      1. how the City’s funds were used;
      2. an analysis of the goal set forth in the evaluation section of the grant application, including outputs and outcomes;
      3. the total numbers served and the total number Georgetown citizens served; and
   
   D. provide to the City a copy of the Boys and Girls Club’s Home’s annual independent auditor’s report based upon its fiscal year (as soon as one has been completed) or the organization’s Form 990.
4. As a recipient of a FY 2020-21 Strategic Partnerships for Community Services Grant, Boys and Girls Club shall also have the ability receive an exemption of certain development related fees in an amount not to exceed $10,000 should Boys and Girls Club remodel their current facilities and/or build new facilities in Georgetown if the request is made in the fiscal year defined in this Funding Agreement:

A. Development related fees are defined as Land Development Processing Fees outlined in the City of Georgetown’s Unified Development Code (UDC) Development Manual which include Building Permits and Inspections Fees and Fire Code Permit Fees;
B. These development related fees do not include: Electric Connection and Engineering Fees; Water and Wastewater Connection and Engineering Fees; and Impact Fees.

5. This Agreement shall not be altered, waived, amended or extended, without the written consent of both parties.

6. Boys and Girls Club may not assign this Agreement to another party without the written consent of the City.

7. Either party may terminate this Agreement for any reason with written notice to the other party. Notice of termination shall be hand-delivered or sent by certified mail, return receipt requested, to the following addresses:

David Morgan, City Manager         Kelly St. Julien, Branch Director
City of Georgetown                 Boys and Girls Club of Georgetown
P. O. Box 409                      1200 West 17th Street
Georgetown, TX 78627-0409          Georgetown, Texas 78626

All obligations under this Agreement shall cease, and the City shall only fund those expenses that actually were expended, up to the date the notice of termination is received.

EXECUTED this _____ day of September, 2020.

THE CITY OF GEORGETOWN   BOYS AND GIRLS CLUB OF GEORGETOWN

_________________________    ________________________
Dale Ross, Mayor            Kelly St. Julien, Branch Director
ATTEST:
Robyn Densmore, City Secretary

APPROVED AS TO FORM:
Skye Masson, City Attorney
STATE OF TEXAS

COUNTY OF WILLIAMSON

§

CORPORATE ACKNOWLEDGMENT

§

This instrument was acknowledged before me on this the _____ day of __________, 2020 by Kelly St. Julien, a person known to me, in his capacity as Branch Director of the Boys and Girls Club, on behalf of said organization.

SEAL

Notary Public, in and for the State of Texas
CHECKLIST OF ATTACHMENTS

☐ Budget Information. How were the City’s funds used? Include:
   ☐ Actual Expenditures compared to Planned Budget

☐ An analysis of the goal(s) set forth in the evaluation section of the grant application, including outputs and outcomes.

☐ The Total numbers served and the total number of Georgetown Citizens served.
## Organization Information
### 2020-2021 Final Grant Report

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## Contact Information

| Primary Grant Writer Name, Title |  |
| Email, Phone |  |
**Evaluation**

**GOAL:** What will this funding help you accomplish?

**Inputs:** What resources (human, financial, organizational, and/or community) were committed to this grant request?

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**City of Georgetown 2020-21 Annual Report**

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**Name of Organization:**

**Budget Period** From: [ ] To: [ ]

**Revenue/Support for this Grant Request**

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**Total Revenue/Support** (calculated for you or enter your own total)

| Total Amount | $ - | $ - |

**Expenses for this Grant Request**

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**Total Expense** (calculated for you or enter your own total)

| Total Amount | $ - | $ - |

**Difference (Revenue/Support less Expense)**

| Total Amount | $ - | $ - |

**Narrative/Notes:** Please use as many lines as needed for further explanation of budget items above.

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This is an agreement between the City of Georgetown, a Texas Home Rule Municipal Corporation (City), and Brookwood in Georgetown Vocational, Inc. (BIG), for the fiscal year from October 1, 2020, through September 30, 2021 (Agreement).

The City of Georgetown values partnerships with organizations that are committed to addressing our community’s greatest public challenges, and the purpose of City funding to the non-profit sector is to cultivate and sustain partnerships with 501(c)3 organizations that strengthen the City’s key priorities in the following areas: Public Safety, Transportation, Housing, Parks & Recreation, Veteran Services, and Safety Net, further defined as follows:

**Public Safety.**
- While the City is Georgetown’s Public Safety leader (Fire & Police), public safety also encompasses a broad scope of work that makes this community safe for all.
  - Eligible organizations and programs may include those that contribute to safe neighborhoods such as out of school time, youth empowerment, and neighborhood community centers.

**Transportation.**
- Eligible organizations include those that assist in meeting the transportation needs of Georgetown residents unable to access private transportation such as homebound seniors and youth under the age of 16 years.

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- Eligible organizations include those that offer emergency shelter, transitional or temporary housing, and affordable housing.

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- Eligible organizations include those that provide affordable, accessible activities that enhance Georgetown residents’ health and well-being, including sports, fitness, and other recreational programs.

**Veteran’s Services**
- Support veteran programs and services within the community.
Safety Net.

- The City recognizes its responsibility to support efforts to address this community’s most pressing basic needs. Examples of basic needs include food insecurity, emergency financial assistance, mental/behavioral health care, substance abuse, domestic/family violence, and health care. Safety Net priorities will be based on ongoing analysis of unmet existing needs and emerging needs in this community, and may change over time.

1. The City finds that BIG provides Housing, Parks & Recreation, and Safety Net Services for the community, as defined above; BIG accomplishes a public purpose and benefits the community of Georgetown, Texas as it enhances the quality of life and the overall economic development of the city per Chapter 380 of the Local Government Code. The City finds that the services BIG will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City.

2. In consideration for the services BIG provides pursuant to this Agreement, the City agrees to pay BIG an amount not to exceed a total of $21,000 to be paid in a one-time lump sum payment by October 15, 2020.

3. As consideration for the funds to be paid by the City, BIG agrees to provide the following as a condition of this Agreement:

   A. provide scholarships for adults with functional disabilities who no longer receive services from the public schools to participate in high quality programs that will provide an educational environment that creates meaningful jobs, builds a sense of belonging and promotes dignity and respect for adults with special needs and create opportunities to develop their talents and strengths in order to celebrate, empower, and engage these Georgetown citizens and their families to lead healthy and active lives that give back to their community through volunteerism and entrepreneurial work activities;
   
   B. coordinate as appropriate with the City and other community service providers in the provision of services to Georgetown residents;
   
   C. provide a final report to the City in the format prescribed in the attached Exhibit A to this Funding Agreement on or before October 31, 2021 that specifically identifies and includes:
      1. how the City’s funds were used;
      2. an analysis of the goal set forth in the evaluation section of the grant application, including outputs and outcomes;
      3. the total numbers served and the total number Georgetown citizens served; and
D. provide to the City a copy of BIG’s Home’s annual independent auditor’s report based upon its fiscal year (as soon as one has been completed) or the organization’s Form 990.

4. As a recipient of a FY 2020-21 Strategic Partnerships for Community Services Grant, BIG shall also have the ability receive an exemption of certain development related fees in an amount not to exceed $10,000 should BIG remodel their current facilities and/or build new facilities in Georgetown if the request is made in the fiscal year defined in this Funding Agreement:

A. Development related fees are defined as Land Development Processing Fees outlined in the City of Georgetown’s Unified Development Code (UDC) Development Manual which include Building Permits and Inspections Fees and Fire Code Permit Fees;
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5. This Agreement shall not be altered, waived, amended or extended, without the written consent of both parties.

6. BIG may not assign this Agreement to another party without the written consent of the City.

7. Either party may terminate this Agreement for any reason with written notice to the other party. Notice of termination shall be hand-delivered or sent by certified mail, return receipt requested, to the following addresses:

   David Morgan, City Manager                        Erin Kiltz, Executive Director
   City of Georgetown                                 Brookwood In Georgetown
   P. O. Box 409                                      Vocational, Inc.
   Georgetown, TX 78627-0409                          905 N. Church Street
                                                      Georgetown, Texas 78626
All obligations under this Agreement shall cease, and the City shall only fund those expenses that actually were expended, up to the date the notice of termination is received.

EXECUTED this _____ day of September, 2020.

THE CITY OF GEORGETOWN BROOKWOOD IN GEORGETOWN VOCATIONAL, INC.

_________________________   ____________________________
Dale Ross, Mayor              Erin Kiltz, Executive Director

ATTEST: APPROVED AS TO FORM:

_________________________   ____________________________
Robyn Densmore, City Secretary Skye Masson, City Attorney

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the _____ day of __________, 2020, by Erin Kiltz, a person known to me, in her capacity as Executive Director of Brookwood in Georgetown Vocational, Inc. on behalf of said organization.

SEAL Notary Public, in and for the State of Texas
CHECKLIST OF ATTACHMENTS

☐ Budget Information. How were the City’s funds used? Include:
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<th>Primary Grant Writer Name, Title</th>
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<td>Email, Phone</td>
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**Inputs:** What resources (human, financial, organizational, and/or community) were committed to this grant request?

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<td>Outputs</td>
<td></td>
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<tr>
<td>Outcomes</td>
<td></td>
</tr>
<tr>
<td>Performance Measures</td>
<td></td>
</tr>
</tbody>
</table>
### Planned Program Budget vs. Actual Program Expenditures

This format is required. Please enter your information into the shaded cells for rows applicable to your grant request. Use the "Other" sections to provide data for other types of revenue or expense in your program or project budget. Show specifically how our grant was used. Include narrative at the bottom to explain your numbers & assumptions, as needed.

**Name of Organization:**

**Budget Period From:**

**To:**

<table>
<thead>
<tr>
<th>Revenue/Support for this Grant Request</th>
<th>Planned Budget</th>
<th>Actual Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual contributions</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Fundraisers &amp; Special Events</td>
<td>$ -</td>
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<td>$ -</td>
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<td>$ -</td>
</tr>
<tr>
<td><strong>Total Revenue/Support</strong> (calculated for you or enter your own total)</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses for this Grant Request</th>
<th>Total Amount</th>
<th>Grant Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries, benefits and related taxes</td>
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<td>$ -</td>
</tr>
<tr>
<td>Consultants and professional fees</td>
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<td><strong>Total Expense</strong> (calculated for you or enter your own total)</td>
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</table>

**Difference (Revenue/Support less Expense)**

<table>
<thead>
<tr>
<th>Planned Budget</th>
<th>Actual Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ -</td>
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</tbody>
</table>

**Narrative/Notes:** Please use as many lines as needed for further explanation of budget items above.

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4
This is an agreement between the City of Georgetown, a Texas Home Rule Municipal Corporation (City), and CASA of Williamson County, Texas (CASA) for the fiscal year from October 1, 2020, through September 30, 2021 (Agreement).

The City of Georgetown values partnerships with organizations that are committed to addressing our community’s greatest public challenges, and the purpose of City funding to the non-profit sector is to cultivate and sustain partnerships with 501(c)3 organizations that strengthen the City’s key priorities in the following areas: Public Safety, Transportation, Housing, Parks & Recreation, Veteran Services, and Safety Net, further defined as follows:

**Public Safety.**
- While the City is Georgetown’s Public Safety leader (Fire & Police), public safety also encompasses a broad scope of work that makes this community safe for all.
  - Eligible organizations and programs may include those that contribute to safe neighborhoods such out of school time, youth empowerment, and neighborhood community centers.

**Transportation.**
- Eligible organizations include those that assist in meeting the transportation needs of Georgetown residents unable to access private transportation such as homebound seniors and youth under the age of 16 years.

**Housing.**
- Eligible organizations include those that offer emergency shelter, transitional or temporary housing, and affordable housing.

**Parks & Recreation.**
- Eligible organizations include those that provide affordable, accessible activities that enhance Georgetown residents’ health and well-being, including sports, fitness, and other recreational programs.

**Veteran’s Services**
- Support veteran programs and services within the community.
The City recognizes its responsibility to support efforts to address this community’s most pressing basic needs. Examples of basic needs include food insecurity, emergency financial assistance, mental/behavioral health care, substance abuse, domestic/family violence, and health care. Safety Net priorities will be based on ongoing analysis of unmet existing needs and emerging needs in this community, and may change over time.

1. The City finds that CASA provides Safety Net Services for the community, as defined above; CASA accomplishes a public purpose and benefits the community of Georgetown, Texas as it enhances the quality of life and the overall economic development of the City per Chapter 380 of the Local Government Code. The City finds that the services CASA will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City.

2. In consideration for the services CASA provides pursuant to this Agreement, the City agrees to pay CASA an amount not to exceed a total of $19,000 to be paid in a one-time lump sum payment by October 15, 2020.

3. As consideration for the funds to be paid by the City, CASA agrees to provide the following as a condition of this Agreement:

   A. provide 13 children in the community with trained, court-appointed volunteers who advocate for the best interest of abused or neglected children in court on their journey to a safe, permanent home and increase the number of children served in the community;
   B. coordinate as appropriate with the City and other community service providers in the provision of services to Georgetown residents;
   C. provide a final report to the City in the format prescribed in the attached Exhibit A to this Funding Agreement on or before October 31, 2021 that specifically identifies and includes:
      1. how the City’s funds were used;
      2. an analysis of the goal set forth in the evaluation section of the grant application, including outputs and outcomes;
      3. the total numbers served and the total number Georgetown citizens served; and
   D. provide to the City a copy of CASA’s annual independent auditor’s report based upon its fiscal year (as soon as one has been completed) or the organization’s Form 990.
4. As a recipient of a FY 2020-21 Strategic Partnerships for Community Services Grant, CASA shall also have the ability receive an exemption of certain development related fees in an amount not to exceed $10,000 should CASA remodel their current facilities and/or build new facilities in Georgetown if the request is made in the fiscal year defined in this Funding Agreement:

A. Development related fees are defined as Land Development Processing Fees outlined in the City of Georgetown’s Unified Development Code (UDC) Development Manual which include Building Permits and Inspections Fees and Fire Code Permit Fees;
B. These development related fees do not include: Electric Connection and Engineering Fees; Water and Wastewater Connection and Engineering Fees; and Impact Fees.

5. This Agreement shall not be altered, waived, amended or extended, without the written consent of both parties.

6. CASA may not assign this Agreement to another party without the written consent of the City.

7. Either party may terminate this Agreement for any reason with written notice to the other party. Notice of termination shall be hand-delivered or sent by certified mail, return receipt requested, to the following addresses:

David Morgan, City Manager         Marissa A. Austin, Executive Director
City of Georgetown                 CASA of Williamson County, Texas
P. O. Box 409                      2100 Scenic Drive, Suite 110
Georgetown, TX 78627-0409          Georgetown, Texas 78626

All obligations under this Agreement shall cease, and the City shall only fund those expenses that actually were expended, up to the date the notice of termination is received.

EXECUTED this _____ day of September, 2020.

THE CITY OF GEORGETOWN         CASA OF WILLIAMSON COUNTY, TEXAS

_________________________   ____________________________
Dale Ross, Mayor              Marissa A. Austin, Executive Director

ATTEST:                      APPROVED AS TO FORM:
_________________________   ____________________________
Robyn Densmore, City Secretary  Skye Masson, City Attorney
STATE OF TEXAS §
COUNTY OF WILLIAMSON §

CASA of Williamson County, Texas

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on this the _____ day of __________, 2020, by Marissa A. Austin, a person known to me, in her capacity as Executive Director of CASA of Williamson County, Texas, on behalf of said organization.

SEAL

Notary Public, in and for the State of Texas
CHECKLIST OF ATTACHMENTS

☐ Budget Information. How were the City’s funds used? Include:
   ☐ Actual Expenditures compared to Planned Budget

☐ An analysis of the goal(s) set forth in the evaluation section of the grant application, including outputs and outcomes.

☐ The Total numbers served and the total number of Georgetown Citizens served.
# Organization Information

## 2020-21 Final Grant Report

| Organization Name |  
|-------------------|---|
| Mailing Address |  
| CEO or Executive Director (include title if other than “CEO” or “ED”) |  
| Phone Number & Email Address |  
| Organization Mission |  
| Organization Vision |  
| Total Grant Awarded |  
| Program Name |  

## Contact Information

| Primary Grant Writer Name, Title |  
| Email, Phone |  

Evaluation

**GOAL:** What will this funding help you accomplish?
**Inputs:** What resources (human, financial, organizational, and/or community) were committed to this grant request?
**Activities:** What activities supported or accomplished your goal(s)?
**Outputs:** Did your activities produce the expected outputs? Outputs are often quantitative measures (# of participants, # of sessions held, # of encounters).
**Outcomes:** What benefits, impacts, or changes in behavior, knowledge, skills, and/or attitudes for participants resulted from the completion of the activities?

**Performance Measures:** Did you accomplish your goal(s)? How did you measure your result(s)? How did your monitoring methods help you correct errors, remedy problems and/or refine your work?

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<th>GOAL: Proposed in Grant Request</th>
<th>Actual Update/Results</th>
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This is an agreement between the City of Georgetown, a Texas Home Rule Municipal Corporation (City), and Faith in Action Georgetown (Faith in Action), for the fiscal year from October 1, 2020, through September 30, 2021 (Agreement).

The City of Georgetown values partnerships with organizations that are committed to addressing our community’s greatest public challenges, and the purpose of City funding to the non-profit sector is to cultivate and sustain partnerships with 501(c)3 organizations that strengthen the City’s key priorities in the following areas: Public Safety, Transportation, Housing, Parks & Recreation, Veteran Services, and Safety Net, further defined as follows:

**Public Safety.**
- While the City is Georgetown’s Public Safety leader (Fire & Police), public safety also encompasses a broad scope of work that makes this community safe for all.
  - Eligible organizations and programs may include those that contribute to safe neighborhoods such as out of school time, youth empowerment, and neighborhood community centers.

**Transportation.**
- Eligible organizations include those that assist in meeting the transportation needs of Georgetown residents unable to access private transportation such as homebound seniors and youth under the age of 16 years.

**Housing.**
- Eligible organizations include those that offer emergency shelter, transitional or temporary housing, and affordable housing.

**Parks & Recreation.**
- Eligible organizations include those that provide affordable, accessible activities that enhance Georgetown residents’ health and well-being, including sports, fitness, and other recreational programs.

**Veteran’s Services**
- Support veteran programs and services within the community.
Safety Net.

- The City recognizes its responsibility to support efforts to address this community’s most pressing basic needs. Examples of basic needs include food insecurity, emergency financial assistance, mental/behavioral health care, substance abuse, domestic/family violence, and health care. Safety Net priorities will be based on ongoing analysis of unmet existing needs and emerging needs in this community, and may change over time.

1. The City finds that Faith in Action provides Transportation, Safety Net, and Public Safety, Services for the community, as defined above; Faith in Action accomplishes a public purpose and benefits the community of Georgetown, Texas as it enhances the quality of life and the overall economic development of the City per Chapter 380 of the Local Government Code. The City finds that the services Faith in Action will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City.

2. In consideration for the services Faith in Action provides pursuant to this Agreement, the City agrees to pay Faith in Action an amount not to exceed a total of $34,250 to be paid in a one-time lump sum payment by October 15, 2020.

3. As consideration for the funds to be paid by the City, Faith in Action agrees to provide the following as a condition of this Agreement:

   A. provide and support volunteer driver recruitment and training programs to ensure the continuance of providing timely, reliable, door-through door, assisted transportation to help seniors remain independent and improve their quality of life;

   B. coordinate as appropriate with the City and other community service providers in the provision of services to Georgetown residents;

   C. provide a final report to the City in the format prescribed in the attached Exhibit A to this Funding Agreement on or before October 31, 2021 that specifically identifies and includes:

      1. how the City’s funds were used;
      2. an analysis of the goal set forth in the evaluation section of the grant application, including outputs and outcomes;
      3. the total numbers served and the total number Georgetown citizens served;

   D. provide to the City a copy of Faith in Action’s annual independent auditor’s report based upon its fiscal year (as soon as one has been completed) or the organization’s Form 990.
4. As a recipient of a FY 2020-21 Strategic Partnerships for Community Services Grant, Faith In Action shall also have the ability receive an exemption of certain development related fees in an amount not to exceed $10,000 should Faith In Action remodel their current facilities and/or build new facilities in Georgetown if the request is made in the fiscal year defined in this Funding Agreement:

A. Development related fees are defined as Land Development Processing Fees outlined in the City of Georgetown’s Unified Development Code (UDC) Development Manual which include Building Permits and Inspections Fees and Fire Code Permit Fees;

B. These development related fees do not include: Electric Connection and Engineering Fees; Water and Wastewater Connection and Engineering Fees; and Impact Fees.

5. This Agreement shall not be altered, waived, amended or extended, without the written consent of both parties.

6. Faith in Action may not assign this Agreement to another party without the written consent of the City.

7. Either party may terminate this Agreement for any reason with written notice to the other party. Notice of termination shall be hand-delivered or sent by certified mail, return receipt requested, to the following addresses:

David Morgan, City Manager                        Vickie Orcutt, Executive Director  
City of Georgetown                                  Faith in Action Georgetown
P. O. Box 409                                        P.O. Box 743
Georgetown, TX 78627-0409                            Georgetown, Texas 78627-0743

All obligations under this Agreement shall cease, and the City shall only fund those expenses that actually were expended, up to the date the notice of termination is received.

EXECUTED this _____ day of September, 2020.

THE CITY OF GEORGETOWN                   FAITH IN ACTION GEORGETOWN

_____________________________________    ____________________________
Dale Ross, Mayor                           Vickie Orcutt, Executive Director

ATTEST:   APPROVED AS TO FORM:

_____________________________            ____________________________
Robyn Densmore, City Secretary            Skye Masson, City Attorney
STATE OF TEXAS §

COUNTY OF WILLIAMSON §

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on this the _____ day of __________, 2020 by Vickie Orcutt, a person known to me, in her capacity as Executive Director of Faith in Action Georgetown, on behalf of said organization.

SEAL

Notary Public, in and for the State of Texas
CHECKLIST OF ATTACHMENTS

☐ Budget Information. How were the City's funds used? Include:
  ☐ Actual Expenditures compared to Planned Budget

☐ An analysis of the goal(s) set forth in the evaluation section of the grant application, including outputs and outcomes.

☐ The Total numbers served and the total number of Georgetown Citizens served.
### Organization Information
#### 2020-21 Final Grant Report

<table>
<thead>
<tr>
<th>Organization Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address</td>
<td></td>
</tr>
<tr>
<td>CEO or Executive Director (include title if other than “CEO” or “ED”)</td>
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<tr>
<td>Phone Number &amp; Email Address</td>
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<tr>
<td>Organization Mission</td>
<td></td>
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<tr>
<td>Organization Vision</td>
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<tr>
<td>Total Grant Awarded</td>
<td></td>
</tr>
<tr>
<td>Program Name</td>
<td></td>
</tr>
</tbody>
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### Contact Information

| Primary Grant Writer Name, Title |  |
| Email, Phone |  |
# Evaluation

**GOAL:** What will this funding help you accomplish?

**Inputs:** What resources (human, financial, organizational, and/or community) were committed to this grant request?

**Activities:** What activities supported or accomplished your goal(s)?

**Outputs:** Did your activities produce the expected outputs? Outputs are often quantitative measures (# of participants, # of sessions held, # of encounters).

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### Planned Program Budget vs. Actual Program Expenditures

This format is required. Please enter your information into the shaded cells for rows applicable to your grant request. Use the "Other" sections to provide data for other types of revenue or expense in your program or project budget. Show specifically how our grant was used. Include narrative at the bottom to explain your numbers & assumptions, as needed.

#### Name of Organization:

#### Budget Period From:  

To:  

#### Revenue/Support for this Grant Request

<table>
<thead>
<tr>
<th>Source</th>
<th>Planned Budget</th>
<th>Actual Expenditures</th>
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<tr>
<td>Individual contributions</td>
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</table>

**Total Revenue/Support** (calculated for you or enter your own total)

<table>
<thead>
<tr>
<th></th>
<th>Planned Budget</th>
<th>Actual Expenditures</th>
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<tbody>
<tr>
<td></td>
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#### Expenses for this Grant Request

<table>
<thead>
<tr>
<th>Expense</th>
<th>Total Amount</th>
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**Total Expense** (calculated for you or enter your own total)

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**Difference (Revenue/Support less Expense)**

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#### Narrative/Notes:

Please use as many lines as needed for further explanation of budget items above.

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This is an agreement between the City of Georgetown, a Texas Home Rule Municipal Corporation (City), and Georgetown Backpack Buddies (Backpack Buddies), for the fiscal year from October 1, 2020, through September 30, 2021 (Agreement).

The City of Georgetown values partnerships with organizations that are committed to addressing our community’s greatest public challenges, and the purpose of City funding to the non-profit sector is to cultivate and sustain partnerships with 501(c)3 organizations that strengthen the City’s key priorities in the following areas: Public Safety, Transportation, Housing, Parks & Recreation, Veteran Services, and Safety Net, further defined as follows:

**Public Safety.**
- While the City is Georgetown’s Public Safety leader (Fire & Police), public safety also encompasses a broad scope of work that makes this community safe for all.
  - Eligible organizations and programs may include those that contribute to safe neighborhoods such as out of school time, youth empowerment, and neighborhood community centers.

**Transportation.**
- Eligible organizations include those that assist in meeting the transportation needs of Georgetown residents unable to access private transportation such as homebound seniors and youth under the age of 16 years.

**Housing.**
- Eligible organizations include those that offer emergency shelter, transitional or temporary housing, and affordable housing.

**Parks & Recreation.**
- Eligible organizations include those that provide affordable, accessible activities that enhance Georgetown residents’ health and well-being, including sports, fitness, and other recreational programs.

**Veteran’s Services**
- Support veteran programs and services within the community.
Safety Net.
• The City recognizes its responsibility to support efforts to address this community’s most pressing basic needs. Examples of basic needs include food insecurity, emergency financial assistance, mental/behavioral health care, substance abuse, domestic/family violence, and health care. Safety Net priorities will be based on ongoing analysis of unmet existing needs and emerging needs in this community, and may change over time.

1. The City finds that Backpack Buddies provides Safety Net and Public Safety Services for the community, as defined above; Backpack Buddies accomplishes a public purpose and benefits the community of Georgetown, Texas as it enhances the quality of life and the overall economic development of the City per Chapter 380 of the Local Government Code. The City finds that the services Backpack Buddies will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City.

2. In consideration for the services Backpack Buddies provides pursuant to this Agreement, the City agrees to pay Backpack Buddies an amount not to exceed a total of $20,000 to be paid in a one-time lump sum payment by October 15, 2020.

3. As consideration for the funds to be paid by the City, Backpack Buddies agrees to provide the following as a condition of this Agreement:

   A. To purchase food for children in Grades K-12 who are eligible for the free/reduced GISD breakfast/lunch program and who register for the Georgetown Backpack Buddies Program (GBBP), which supplies nutritious, non-perishable food items for them to take home for the weekends of the school year to supplement their family's food supply;

   B. coordinate as appropriate with the City and other community service providers in the provision of services to Georgetown residents;

   C. provide a final report to the City in the format prescribed in the attached Exhibit A to this Funding Agreement on or before October 31, 2021 that specifically identifies and includes:
      1. how the City’s funds were used;
      2. an analysis of the goal set forth in the evaluation section of the grant application, including outputs and outcomes;
      3. the total numbers served and the total number Georgetown citizens served; and

   D. provide to the City a copy of Backpack Buddies’ annual independent auditor’s report based upon its fiscal year (as soon as one has been completed) or the organization’s Form 990.
4. As a recipient of a FY 2020-21 Strategic Partnerships for Community Services Grant, Backpack Buddies shall also have the ability receive an exemption of certain development related fees in an amount not to exceed $10,000 should Backpack Buddies remodel their current facilities and/or build new facilities in Georgetown if the request is made in the fiscal year defined in this Funding Agreement:

A. Development related fees are defined as Land Development Processing Fees outlined in the City of Georgetown’s Unified Development Code (UDC) Development Manual which include Building Permits and Inspections Fees and Fire Code Permit Fees;
B. These development related fees do not include: Electric Connection and Engineering Fees; Water and Wastewater Connection and Engineering Fees; and Impact Fees.

5. This Agreement shall not be altered, waived, amended or extended, without the written consent of both parties.

6. Backpack Buddies may not assign this Agreement to another party without the written consent of the City.

7. Either party may terminate this Agreement for any reason with written notice to the other party. Notice of termination shall be hand-delivered or sent by certified mail, return receipt requested, to the following addresses:

David Morgan, City Manager
City of Georgetown
P. O. Box 409
Georgetown, TX 78627-0409

Robert Kostka, Board President
Georgetown Backpack Buddies
P. O. Box 2104
Georgetown, Texas 78627

All obligations under this Agreement shall cease, and the City shall only fund those expenses that actually were expended, up to the date the notice of termination is received.

EXECUTED this _____ day of September, 2020.

THE CITY OF GEORGETOWN

_________________________
Dale Ross, Mayor

_________________________
Robert Kostka, Board President

GEORGETOWN BACKPACK BUDDIES

ATTEST:

_________________________
Robyn Densmore, City Secretary

_________________________
Skye Masson, City Attorney

2020/2021 Strategic Partnerships for Community Services Funding Agreement
Contract No. 21-0002-SP
Georgetown Backpack Buddies
Page 3
STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the _____ day of __________, 2020, by Robert Kostka, a person known to me, in his capacity as Board President of Georgetown Backpack Buddies, on behalf of said organization.

SEAL

Notary Public, in and for the State of Texas
CHECKLIST OF ATTACHMENTS

☐ Budget Information. How were the City’s funds used? Include:
  ☐ Actual Expenditures compared to Planned Budget

☐ An analysis of the goal(s) set forth in the evaluation section of the grant application, including outputs and outcomes.

☐ The Total numbers served and the total number of Georgetown Citizens served.
### Organization Information

#### 2020-21 Final Grant Report

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## Evaluation

**GOAL:** What will this funding help you accomplish?

**Inputs:** What resources (human, financial, organizational, and/or community) were committed to this grant request?

**Activities:** What activities supported or accomplished your goal(s)?

**Outputs:** Did your activities produce the expected outputs? Outputs are often quantitative measures (# of participants, # of sessions held, # of encounters).

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**Performance Measures:** Did you accomplish your goal(s)? How did you measure your result(s)? How did your monitoring methods help you correct errors, remedy problems and/or refine your work?

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</table>
**Program Budget Update**

Planned Program Budget vs. Actual Program Expenditures

City of Georgetown 2020-21 Annual Report

This format is required. Please enter your information into the shaded cells for rows applicable to your grant request. Use the "Other" sections to provide data for other types of revenue or expense in your program or project budget. Show specifically how our grant was used. Include narrative at the bottom to explain your numbers & assumptions, as needed.

Name of Organization: [empty cell]

Budget Period From: [empty cell] To: [empty cell]

<table>
<thead>
<tr>
<th>Revenue/Support for this Grant Request</th>
<th>Planned Budget</th>
<th>Actual Expenditures</th>
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<tr>
<td>Individual contributions</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Fundraisers &amp; Special Events</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Program/Service Revenues</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Government, Foundation, Corporate Grants or Other (list below; describe in narrative/notes if more space is needed)</td>
<td>$ -</td>
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</table>

Total Revenue/Support (calculated for you or enter your own total) $ - $ -

<table>
<thead>
<tr>
<th>Expenses for this Grant Request</th>
<th>Total Amount</th>
<th>Grant Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries, benefits and related taxes</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Consultants and professional fees</td>
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<td>Professional development including travel, lodging</td>
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<td>Equipment</td>
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<td>Supplies and supporting materials</td>
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<td>Mortgage or Rent, and Utilities</td>
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<td>Fundraising Expenses</td>
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Total Expense (calculated for you or enter your own total) $ - $ -

Difference (Revenue/Support less Expense) $ - $ -

Narrative/Notes: Please use as many lines as needed for further explanation of budget items above.

1
2
3
4
COUNTY OF WILLIAMSON § AGREEMENT
§ BETWEEN THE
§ CITY OF GEORGETOWN AND
§ GEORGETOWN CARING PLACE
STATE OF TEXAS § AKA THE CARING PLACE

This is an agreement between the City of Georgetown, a Texas Home Rule Municipal Corporation (City), and Georgetown Caring Place aka the Caring Place (the Caring Place), for the fiscal year from October 1, 2020, through September 30, 2021 (Agreement).

The City of Georgetown values partnerships with organizations that are committed to addressing our community’s greatest public challenges, and the purpose of City funding to the non-profit sector is to cultivate and sustain partnerships with 501(c)3 organizations that strengthen the City’s key priorities in the following areas: Public Safety, Transportation, Housing, Parks & Recreation, Veteran Services, and Safety Net, further defined as follows:

**Public Safety.**
- While the City is Georgetown’s Public Safety leader (Fire & Police), public safety also encompasses a broad scope of work that makes this community safe for all.
  - Eligible organizations and programs may include those that contribute to safe neighborhoods such as out of school time, youth empowerment, and neighborhood community centers.

**Transportation.**
- Eligible organizations include those that assist in meeting the transportation needs of Georgetown residents unable to access private transportation such as homebound seniors and youth under the age of 16 years.

**Housing.**
- Eligible organizations include those that offer emergency shelter, transitional or temporary housing, and affordable housing.

**Parks & Recreation.**
- Eligible organizations include those that provide affordable, accessible activities that enhance Georgetown residents’ health and well-being, including sports, fitness, and other recreational programs.

**Veteran’s Services**
- Support veteran programs and services within the community.
Safety Net.

- The City recognizes its responsibility to support efforts to address this community’s most pressing basic needs. Examples of basic needs include food insecurity, emergency financial assistance, mental/behavioral health care, substance abuse, domestic/family violence, and health care. Safety Net priorities will be based on ongoing analysis of unmet existing needs and emerging needs in this community, and may change over time.

1. The City finds that the Caring Place provides Safety Net Services for the community, as defined above; the Caring Place accomplishes a public purpose and benefits the community of Georgetown, Texas as it enhances the quality of life and the overall economic development of the City per Chapter 380 of the Local Government Code. The City finds that the services the Caring Place will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City.

2. In consideration for the services the Caring Place provides pursuant to this Agreement, the City agrees to pay the Caring Place an amount not to exceed a total of $50,000 to be paid in a one-time lump sum payment by October 15, 2020.

3. As consideration for the funds to be paid by the City, the Caring Place agrees to provide the following as a condition of this Agreement:

   A. Provide emergency financial assistance to families experiencing financial crisis in Georgetown through the provision of basic needs assistance, including a Food Pantry Program to address food insecurity, and financial assistance to support housing, utility and transportation needs, and some medical expenses;

   B. coordinate as appropriate with the City and other community service providers in the provision of services to Georgetown residents;

   C. provide a final report to the City in the format prescribed in the attached Exhibit A to this Funding Agreement on or before October 31, 2021 that specifically identifies and includes:

      1. how the City’s funds were used;
      2. an analysis of the goal set forth in the evaluation section of the grant application, including outputs and outcomes;
      3. the total numbers served and the total number Georgetown citizens served; and

   D. provide to the City a copy of the Caring Place’s annual independent auditor’s report based upon its fiscal year (as soon as one has been completed) or the organization’s Form 990.
4. As a recipient of a FY 2020-21 Strategic Partnerships for Community Services Grant, the Caring Place shall also have the ability receive an exemption of certain development related fees in an amount not to exceed $10,000 should The Caring Place remodel their current facilities and/or build new facilities in Georgetown if the request is made in the fiscal year defined in this Funding Agreement:

   A. Development related fees are defined as Land Development Processing Fees outlined in the City of Georgetown’s Unified Development Code (UDC) Development Manual which include Building Permits and Inspections Fees and Fire Code Permit Fees;
   
   B. These development related fees do not include: Electric Connection and Engineering Fees; Water and Wastewater Connection and Engineering Fees; and Impact Fees.

5. This Agreement shall not be altered, waived, amended or extended, without the written consent of both parties.

6. The Caring Place may not assign this Agreement to another party without the written consent of the City.

7. Either party may terminate this Agreement for any reason with written notice to the other party. Notice of termination shall be hand-delivered or sent by certified mail, return receipt requested, to the following addresses:

   David Morgan, City Manager                              Ginna O’Connor, Executive Director
   City of Georgetown                                      Georgetown Caring Place
   P. O. Box 409                                           aka the Caring Place
   Georgetown, TX 78627-0409                                P.O. Box 1215
                                                           Georgetown, Texas 78627-1215

All obligations under this Agreement shall cease, and the City shall only fund those expenses that actually were expended, up to the date the notice of termination is received.

EXECUTED this ____ day of September, 2020.

THE CITY OF GEORGETOWN                                      GEORGETOWN CARING PLACE
                                                          AKA THE CARING PLACE

________________________________________________________  ____________________________
Dale Ross, Mayor                                      Ginna O’Connor, Executive Director

ATTEST:  APPROVED AS TO FORM:

________________________________________________________  ____________________________
Robyn Densmore, City Secretary                         Skye Masson, City Attorney
STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the _____ day of __________, 2020, by Gina O’Connor, a person known to me, in her capacity as Executive Director of Georgetown Caring Place aka the Caring Place, on behalf of said organization.

SEAL

Notary Public, in and for the State of Texas
CHECKLIST OF ATTACHMENTS

☐ Budget Information. How were the City’s funds used? Include:
  ☐ Actual Expenditures compared to Planned Budget

☐ An analysis of the goal(s) set forth in the evaluation section of the grant application, including outputs and outcomes.

☐ The Total numbers served and the total number of Georgetown Citizens served.
## Organization Information

### 2020-21 Final Grant Report

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## Contact Information

| Primary Grant Writer Name, Title |  |
| Email, Phone |  |
### Evaluation

**GOAL:** What will this funding help you accomplish?

**Inputs:** What resources (human, financial, organizational, and/or community) were committed to this grant request?

**Activities:** What activities supported or accomplished your goal(s)?

**Outputs:** Did your activities produce the expected outputs? Outputs are often quantitative measures (# of participants, # of sessions held, # of encounters).

**Outcomes:** What benefits, impacts, or changes in behavior, knowledge, skills, and/or attitudes for participants resulted from the completion of the activities?

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COUNTY OF WILLIAMSON § AGREEMENT
§ BETWEEN THE
§ STATE OF TEXAS § CITY OF GEORGETOWN AND
§ GEORGETOWN PALACE THEATER

This is an agreement between the City of Georgetown, a Texas Home Rule Municipal Corporation (City), and Georgetown Palace Theater, for the fiscal year from October 1, 2020, through September 30, 2021 (Agreement).

The City of Georgetown values partnerships with organizations that are committed to addressing our community’s greatest public challenges, and the purpose of City funding to the non-profit sector is to cultivate and sustain partnerships with 501(c)3 organizations that strengthen the City’s key priorities in the following areas: Public Safety, Transportation, Housing, Parks & Recreation, Veteran Services, and Safety Net, further defined as follows:

**Public Safety.**
- While the City is Georgetown’s Public Safety leader (Fire & Police), public safety also encompasses a broad scope of work that makes this community safe for all.
  - Eligible organizations and programs may include those that contribute to safe neighborhoods such out of school time, youth empowerment, and neighborhood community centers.

**Transportation.**
- Eligible organizations include those that assist in meeting the transportation needs of Georgetown residents unable to access private transportation such as homebound seniors and youth under the age of 16 years.

**Housing.**
- Eligible organizations include those that offer emergency shelter, transitional or temporary housing, and affordable housing.

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- Eligible organizations include those that provide affordable, accessible activities that enhance Georgetown residents’ health and well-being, including sports, fitness, and other recreational programs.

**Veteran’s Services**
- Support veteran programs and services within the community.
Safety Net.

- The City recognizes its responsibility to support efforts to address this community’s most pressing basic needs. Examples of basic needs include food insecurity, emergency financial assistance, mental/behavioral health care, substance abuse, domestic/family violence, and health care. Safety Net priorities will be based on ongoing analysis of unmet existing needs and emerging needs in this community, and may change over time.

1. The City finds that the Georgetown Palace Theater provides Public Safety, Transportation, Housing, and Safety Net Services for the community, as defined above; Georgetown Palace Theater accomplishes a public purpose and benefits the community of Georgetown, Texas as it enhances the quality of life and the overall economic development of the City per Chapter 380 of the Local Government Code. The City finds that the services the Georgetown Palace Theater will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City.

2. In consideration for the services the Georgetown Palace Theater provides pursuant to this Agreement, the City agrees to pay the Georgetown Palace Theater an amount not to exceed a total of $10,000 to be paid in a one-time lump sum payment by October 15, 2020.

3. As consideration for the funds to be paid by the City, Georgetown Palace Theater agrees to provide the following as a condition of this Agreement:

   A. programming that ensures quality artistic entertainment and educational opportunities for children, adults, the economically disadvantaged, and persons with adaptive needs within the community of Georgetown and the surrounding areas and through that programming empowering everyone in the community the ability to grow skills like empathy and civic pride through shared stories and entertainment;
   
   B. coordinate as appropriate with the City and other community service providers in the provision of services to Georgetown residents;
   
   C. provide a final report to the City on or before October 31, 2021 that specifically identifies and includes:

       1. how the City’s funds were used;
       2. an analysis of the goal set forth in the evaluation section of the grant application, including outputs and outcomes;
       3. the total numbers served and the total number Georgetown citizens served; and
   
   D. provide to the City a copy of the Georgetown Palace Theater’s annual independent auditor’s report based upon its fiscal year (as soon as one has been completed) or the organization’s Form 990.
4. As a recipient of a FY 2020-21 Strategic Partnerships for Community Services Grant, Georgetown Palace Theater shall also have the ability receive an exemption of certain development related fees in an amount not to exceed $10,000 should The Georgetown Palace Theater remodel their current facilities and/or build new facilities in Georgetown if the request is made in the fiscal year defined in this Funding Agreement:

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B. These development related fees do not include: Electric Connection and Engineering Fees; Water and Wastewater Connection and Engineering Fees; and Impact Fees.

5. This Agreement shall not be altered, waived, amended or extended, without the written consent of both parties.

6. Georgetown Palace Theater may not assign this Agreement to another party without the written consent of the City.

7. Either party may terminate this Agreement for any reason with written notice to the other party. Notice of termination shall be hand-delivered or sent by certified mail, return receipt requested, to the following addresses:

   David Morgan, City Manager                        Ron Watson, Executive Director
   City of Georgetown                                Georgetown Palace Theater
   P. O. Box 409                                      810 S. Austin Avenue
   Georgetown, TX 78627-0409                           Georgetown, Texas 78626

All obligations under this Agreement shall cease, and the City shall only fund those expenses that actually were expended, up to the date the notice of termination is received.

EXECUTED this _____ day of September, 2020.

THE CITY OF GEORGETOWN                        GEORGETOWN PALACE THEATER

_________________________                        __________________________
Dale Ross, Mayor                                      Ron Watson, Executive Director

ATTEST:                                               APPROVED AS TO FORM:

_________________________                        __________________________
Robyn Densmore, City Secretary                       Skye Masson, City Attorney
This instrument was acknowledged before me on this the _____ day of ______________, 2020, by Ron Watson, a person known to me, in her capacity as Executive Director of the Georgetown Palace Theater, on behalf of said organization.

[Seal] Notary Public, in and for the State of Texas
CHECKLIST OF ATTACHMENTS

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Use the "Other" sections to provide data for other types of revenue or expense in your program or project budget.
Show specifically how our grant was used. Include narrative at the bottom to explain your numbers & assumptions, as needed.

| Name of Organization: | | 
| Budget Period From: | To: | 

### Revenue/Support for this Grant Request

<table>
<thead>
<tr>
<th>Description</th>
<th>Planned Budget</th>
<th>Actual Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual contributions</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Fundraisers &amp; Special Events</td>
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<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

**Total Revenue/Support** (calculated for you or enter your own total)

| | $ - | $ - |

### Expenses for this Grant Request

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Amount</th>
<th>Grant Request</th>
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<tbody>
<tr>
<td>Salaries, benefits and related taxes</td>
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</tr>
</tbody>
</table>

**Total Expense** (calculated for you or enter your own total)

| | $ - | $ - |

**Difference (Revenue/Support less Expense)**

| | $ - | $ - |

### Narrative/Notes:

Please use as many lines as needed for further explanation of budget items above.

1
2
3
4
This is an agreement between the City of Georgetown, a Texas Home Rule Municipal Corporation (City), and GENAustin dba Girls Empowerment Network (GEN), for the fiscal year from October 1, 2020, through September 30, 2020 (Agreement).

The City of Georgetown values partnerships with organizations that are committed to addressing our community’s greatest public challenges, and the purpose of City funding to the non-profit sector is to cultivate and sustain partnerships with 501(c)3 organizations that strengthen the City’s key priorities in the following areas: Public Safety, Transportation, Housing, Parks & Recreation, Veteran Services, and Safety Net, further defined as follows:

**Public Safety.**
- While the City is Georgetown’s Public Safety leader (Fire & Police), public safety also encompasses a broad scope of work that makes this community safe for all.
  - Eligible organizations and programs may include those that contribute to safe neighborhoods such as out of school time, youth empowerment, and neighborhood community centers.

**Transportation.**
- Eligible organizations include those that assist in meeting the transportation needs of Georgetown residents unable to access private transportation such as homebound seniors and youth under the age of 16 years.

**Housing.**
- Eligible organizations include those that offer emergency shelter, transitional or temporary housing, and affordable housing.

**Parks & Recreation.**
- Eligible organizations include those that provide affordable, accessible activities that enhance Georgetown residents’ health and well-being, including sports, fitness, and other recreational programs.

**Veteran’s Services**
- Support veteran programs and services within the community.
Safety Net.

- The City recognizes its responsibility to support efforts to address this community’s most pressing basic needs. Examples of basic needs include food insecurity, emergency financial assistance, mental/behavioral health care, substance abuse, domestic/family violence, and health care. Safety Net priorities will be based on ongoing analysis of unmet existing needs and emerging needs in this community, and may change over time.

1. The City finds that GEN provides Safety Net and Public Safety Services for the community, as defined above; GEN accomplishes a public purpose and benefits the community of Georgetown, Texas as it enhances the quality of life and the overall economic development of the City per Chapter 380 of the Local Government Code. The City finds that the services GEN will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City.

2. In consideration for the services GEN provides pursuant to this Agreement, the City agrees to pay GEN an amount not to exceed a total of $12,600 to be paid in a one-time lump sum payment by October 15, 2020.

3. As consideration for the funds to be paid by the City, GEN agrees to provide the following as a condition of this Agreement:

   A. Provide Girl Connect Referral Groups, which is a weekly program for girls in grades 6-12 to increase their self-efficacy, which is the foundation upon which their future success is built on, and is especially designed for girls who are high-risk of entering the juvenile justice system and those who have behavioral challenges, frequent disciplinary issues, signs of high stress, truancy, etc. intended to help them get back on track, persist in school, and pursue positive goals;

   B. coordinate as appropriate with the City and other community service providers in the provision of services to Georgetown residents;

   C. provide a final report to the City in the format prescribed in the attached Exhibit A to this Funding Agreement on or before October 31, 2021 that specifically identifies and includes:

      1. how the City’s funds were used;
      2. an analysis of the goal set forth in the evaluation section of the grant application, including outputs and outcomes;
      3. the total numbers served and the total number Georgetown citizens served; and

   D. provide to the City a copy of GEN’s annual independent auditor’s report based upon its fiscal year (as soon as one has been completed) or the organization’s Form 990.
4. As a recipient of a FY 2020-21 Strategic Partnerships for Community Services Grant, GEN shall also have the ability to receive an exemption of certain development related fees in an amount not to exceed $10,000 should GEN remodel or build new facilities in Georgetown if the request is made in the fiscal year defined in this Funding Agreement:

A. Development related fees are defined as Land Development Processing Fees outlined in the City of Georgetown’s Unified Development Code (UDC) Development Manual which include Building Permits and Inspections Fees and Fire Code Permit Fees;

B. These development related fees do not include: Electric Connection and Engineering Fees; Water and Wastewater Connection and Engineering Fees; and Impact Fees.

5. This Agreement shall not be altered, waived, amended or extended, without the written consent of both parties.

6. GEN may not assign this Agreement to another party without the written consent of the City.

7. Either party may terminate this Agreement for any reason with written notice to the other party. Notice of termination shall be hand-delivered or sent by certified mail, return receipt requested, to the following addresses:

- David Morgan, City Manager
  City of Georgetown
  P. O. Box 409
  Georgetown, TX 78627-0409

- Julia Cuba Lewis, Executive Director
  Girls Empowerment Network (GEN)
  P. O. Box 3122
  Austin, Texas 78764-3122

All obligations under this Agreement shall cease, and the City shall only fund those expenses that actually were expended, up to the date the notice of termination is received.

EXECUTED this _____ day of September, 2020.

THE CITY OF GEORGETOWN

GENAUSTIN dba GIRLS EMPOWERMENT NETWORK (GEN)

_________________________   ________________________
Dale Ross, Mayor               Julia Cuba Lewis, Executive Director

ATTEST: APPROVED AS TO FORM:

_________________________   __________________________
Robyn Densmore, City Secretary  Skye Masson, City Attorney
STATE OF TEXAS  §  §  CORPORATE ACKNOWLEDGMENT  

COUNTY OF WILLIAMSON  §

This instrument was acknowledged before me on the _____ day of _________, 2020, by Julia Cuba Lewis, a person known to me, in her capacity as Executive Director of GENAustin Girls Empowerment Network (GEN), on behalf of said organization.

SEAL  

Notary Public, in and for the State of Texas
CHECKLIST OF ATTACHMENTS

☐ Budget Information. How were the City’s funds used? Include:
  ☐ Actual Expenditures compared to Planned Budget

☐ An analysis of the goal(s) set forth in the evaluation section of the grant application, including outputs and outcomes.

☐ The Total numbers served and the total number of Georgetown Citizens served.
## Organization Information

### 2020-21 Final Grant Report

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## Contact Information

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<tbody>
<tr>
<td>Email, Phone</td>
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Evaluation

**GOAL:** What will this funding help you accomplish?

**Inputs:** What resources (human, financial, organizational, and/or community) were committed to this grant request?

**Activities:** What activities supported or accomplished your goal(s)?

**Outputs:** Did your activities produce the expected outputs? Outputs are often quantitative measures (# of participants, # of sessions held, # of encounters).

**Outcomes:** What benefits, impacts, or changes in behavior, knowledge, skills, and/or attitudes for participants resulted from the completion of the activities?

**Performance Measures:** Did you accomplish your goal(s)? How did you measure your result(s)? How did your monitoring methods help you correct errors, remedy problems and/or refine your work?

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Use the "Other" sections to provide data for other types of revenue or expense in your program or project budget. Show specifically how our grant was used. Include narrative at the bottom to explain your numbers & assumptions, as needed.

Name of Organization: 

Budget Period From:  
To: 

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<th>Revenue/Support for this Grant Request</th>
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<th>Actual Expenditures</th>
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<td>$ -</td>
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<tr>
<td>Revenues</td>
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Total Revenue/Support (calculated for you or enter your own total)  
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Total Expense (calculated for you or enter your own total)  
$ -  $ -

Difference (Revenue/Support less Expense)  
$ -  $ -

Narrative/Notes: Please use as many lines as needed for further explanation of budget items above.
This is an agreement between the City of Georgetown, a Texas Home Rule Municipal Corporation (City), and Habitat for Humanity of Williamson County, for the fiscal year from October 1, 2020, through September 30, 2021 (Agreement).

The City of Georgetown values partnerships with organizations that are committed to addressing our community’s greatest public challenges, and the purpose of City funding to the non-profit sector is to cultivate and sustain partnerships with 501(c)3 organizations that strengthen the City’s key priorities in the following areas: Public Safety, Transportation, Housing, Parks & Recreation, Veteran Services, and Safety Net, further defined as follows:

**Public Safety.**
- While the City is Georgetown’s Public Safety leader (Fire & Police), public safety also encompasses a broad scope of work that makes this community safe for all.
  - Eligible organizations and programs may include those that contribute to safe neighborhoods such out of school time, youth empowerment, and neighborhood community centers.

**Transportation.**
- Eligible organizations include those that assist in meeting the transportation needs of Georgetown residents unable to access private transportation such as homebound seniors and youth under the age of 16 years.

**Housing.**
- Eligible organizations include those that offer emergency shelter, transitional or temporary housing, and affordable housing.

**Parks & Recreation.**
- Eligible organizations include those that provide affordable, accessible activities that enhance Georgetown residents’ health and well-being, including sports, fitness, and other recreational programs.

**Veteran’s Services**
- Support veteran programs and services within the community.
Safety Net.

- The City recognizes its responsibility to support efforts to address this community’s most pressing basic needs. Examples of basic needs include food insecurity, emergency financial assistance, mental/behavioral health care, substance abuse, domestic/family violence, and health care. Safety Net priorities will be based on ongoing analysis of unmet existing needs and emerging needs in this community, and may change over time.

1. The City finds that Habitat for Humanity of Williamson County provides Safety Net, Public Safety, Parks & Recreation, Housing, and Transportation Services for the community, as defined above; Habitat for Humanity of Williamson County accomplishes a public purpose and benefits the community of Georgetown, Texas as it enhances the quality of life and the overall economic development of the City per Chapter 380 of the Local Government Code. The City finds that the services Habitat for Humanity of Williamson County will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City.

2. In consideration for the services Habitat for Humanity of Williamson County provides pursuant to this Agreement, the City agrees to pay Habitat for Humanity of Williamson County an amount not to exceed a total of $10,495 for expenses related to the 21st Street Georgetown Land Development Project to be paid in a one-time lump sum payment by October 15, 2020.

3. As consideration for the funds to be paid by the City, Habitat for Humanity of Williamson County agrees to provide the following as a condition of this Agreement:

   A. housing services through its partnerships with families and individuals in Georgetown and Williamson County to build better futures through the stability & security of owning a safe & affordable home through participation in its Home Ownership Program.
   B. coordinate as appropriate with the City and other community service providers in the provision of services to Georgetown residents;
   C. provide a final report to the City in the format prescribed in the attached Exhibit A to this Funding Agreement on or before October 31, 2021 that specifically identifies and includes:
      1. how the City’s funds were used;
      2. an analysis of the goal set forth in the evaluation section of the grant application, including outputs and outcomes;
      3. the total numbers served and the total number Georgetown citizens served; and
   D. provide to the City a copy of Habitat for Humanity of Williamson County’s annual independent auditor’s report based upon its fiscal year (as soon as one has been completed) or the organization’s Form 990.
4. As a recipient of a FY 2020-21 Strategic Partnerships for Community Services Grant, Habitat for Humanity shall also have the ability receive an exemption of certain development related fees in an amount not to exceed $10,000 should Habitat for Humanity remodel their current facilities and/or build new facilities in Georgetown if the request is made in the fiscal year defined in this Funding Agreement:

A. Development related fees are defined as Land Development Processing Fees outlined in the City of Georgetown’s Unified Development Code (UDC) Development Manual which include Building Permits and Inspections Fees and Fire Code Permit Fees;
B. These development related fees do not include Electric Connection and Engineering Fees; Water and Wastewater Connection and Engineering Fees; and Impact Fees.

5. This Agreement shall not be altered, waived, amended or extended, without the written consent of both parties.

6. Habitat for Humanity of Williamson County may not assign this Agreement to another party without the written consent of the City.

7. Either party may terminate this Agreement for any reason with written notice to the other party. Notice of termination shall be hand-delivered or sent by certified mail, return receipt requested, to the following addresses:

   David Morgan, City Manager  Debbie Hoffman, Chief Executive Officer
   City of Georgetown  Habitat for Humanity of Williamson County
   P. O. Box 409  P.O. Box 737
   Georgetown, TX 78627-0409  Georgetown, Texas 78627-0737

All obligations under this Agreement shall cease, and the City shall only fund those expenses that actually were expended, up to the date the notice of termination is received.

EXECUTED this ____ day of September, 2020.

THE CITY OF GEORGETOWN  HABITAT FOR HUMANITY OF WILLIAMSON COUNTY

_________________________  ______________________ __________
Dale Ross, Mayor  Debbie Hoffman, Chief Executive Officer

ATTEST: APPROVED AS TO FORM:

_________________________  ____________________________
Robyn Densmore, City Secretary  Skye Masson, City Attorney
STATE OF TEXAS

COUNTY OF WILLIAMSON

§

§ CORPORATE ACKNOWLEDGMENT

§

This instrument was acknowledged before me on this the _____ day of __________, 2020, by Debbie Hoffman, a person known to me, in her capacity as Chief Executive Officer of Habitat for Humanity of Williamson County, on behalf of said organization.

SEAL

Notary Public, in and for the State of Texas
CHECKLIST OF ATTACHMENTS

☐ Budget Information. How were the City’s funds used? Include:
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☐ An analysis of the goal(s) set forth in the evaluation section of the grant application, including outputs and outcomes.

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## Organization Information

**2020-21 Final Grant Report**

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</table>
Planned Program Budget vs. Actual Program Expenditures

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Name of Organization: 

Budget Period From:  
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Total Revenue/Support (calculated for you or enter your own total)  $ -  $ -

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Total Expense (calculated for you or enter your own total)  $ -  $ -

Difference (Revenue/Support less Expense)  $ -  $ -

Narrative/Notes: Please use as many lines as needed for further explanation of budget items above.

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This is an agreement between the City of Georgetown, a Texas Home Rule Municipal Corporation (City), and Williamson County Crisis Center dba Hope Alliance (Hope Alliance), for the fiscal year from October 1, 2020, through September 30, 2020 (Agreement.)

The City of Georgetown values partnerships with organizations that are committed to addressing our community’s greatest public challenges, and the purpose of City funding to the non-profit sector is to cultivate and sustain partnerships with 501(c)3 organizations that strengthen the City’s key priorities in the following areas: Public Safety, Transportation, Housing, Parks & Recreation, Veteran Services, and Safety Net, further defined as follows:

**Public Safety.**
- While the City is Georgetown’s Public Safety leader (Fire & Police), public safety also encompasses a broad scope of work that makes this community safe for all.
  - Eligible organizations and programs may include those that contribute to safe neighborhoods such as out of school time, youth empowerment, and neighborhood community centers.

**Transportation.**
- Eligible organizations include those that assist in meeting the transportation needs of Georgetown residents unable to access private transportation such as homebound seniors and youth under the age of 16 years.

**Housing.**
- Eligible organizations include those that offer emergency shelter, transitional or temporary housing, and affordable housing.

**Parks & Recreation.**
- Eligible organizations include those that provide affordable, accessible activities that enhance Georgetown residents’ health and well-being, including sports, fitness, and other recreational programs.

**Veteran’s Services**
- Support veteran programs and services within the community.
Safety Net.
- The City recognizes its responsibility to support efforts to address this community’s most pressing basic needs. Examples of basic needs include food insecurity, emergency financial assistance, mental/behavioral health care, substance abuse, domestic/family violence, and health care. Safety Net priorities will be based on ongoing analysis of unmet existing needs and emerging needs in this community, and may change over time.

1. The City finds that Hope Alliance provides Safety Net Services for the community, as defined above; Hope Alliance accomplishes a public purpose and benefits the community of Georgetown, Texas as it enhances the quality of life and the overall economic development of the city per Chapter 380 of the Local Government Code. The City finds that the services Hope Alliance will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City.

2. In consideration for the services Hope Alliance provides pursuant to this Agreement, the City agrees to pay Hope Alliance an amount not to exceed a total of $30,504 to be paid in a one-time lump sum payment by October 15, 2020.

3. As consideration for the funds to be paid by the City, Hope Alliance agrees to provide the following as a condition of this Agreement:

   A. Provide wrap-around, trauma-informed intervention services in Georgetown to victims and survivors of family violence, sexual assault, child abuse, including a 24 hour hotline, crisis intervention, support services, including emergency shelter, transitional housing, counseling, support groups, community education, and accompaniment to law enforcement, hospital and court; counseling; and legal advocacy including assistance with applying for protective orders and crime victims’ compensation funds;
   B. coordinate as appropriate with the City and other community service providers in the provision of services to Georgetown residents;
   C. provide a final report to the City in the format prescribed in the attached Exhibit A to this Funding Agreement on or before October 31, 2021 that specifically identifies and includes:
      1. how the City’s funds were used;
      2. an analysis of the goal set forth in the evaluation section of the grant application, including outputs and outcomes;
      3. the total numbers served and the total number Georgetown citizens served; and
   D. provide to the City a copy of the Hope Alliance’s annual independent auditor’s report based upon its fiscal year (as soon as one has been completed) or the organization’s Form 990.
4. As a recipient of a FY 2020-21 Strategic Partnerships for Community Services Grant, Hope Alliance shall also have the ability receive an exemption of certain development related fees in an amount not to exceed $10,000 should Hope Alliance remodel their current facilities and/or build new facilities in Georgetown if the request is made in the fiscal year defined in this Funding Agreement:

A. Development related fees are defined as Land Development Processing Fees outlined in the City of Georgetown’s Unified Development Code (UDC) Development Manual which include Building Permits and Inspections Fees and Fire Code Permit Fees;
B. These development related fees do not include Electric Connection and Engineering Fees; Water and Wastewater Connection and Engineering Fees; and Impact Fees.

5. This Agreement shall not be altered, waived, amended or extended, without the written consent of both parties.

6. Hope Alliance may not assign this Agreement to another party without the written consent of the City.

7. Either party may terminate this Agreement for any reason with written notice to the other party. Notice of termination shall be hand-delivered or sent by certified mail, return receipt requested, to the following addresses:

   David Morgan, City Manager       Dr. Richard “Rick” M. Brown
   P. O. Box 409                     Chief Executive Officer
   City of Georgetown               Williamson County Crisis Center
   Georgetown, TX 78627-0409         dba Hope Alliance

   ATTEST: APPROVED AS TO FORM:

EXECUTED this _____ day of September, 2020.

THE CITY OF GEORGETOWN              WILLIAMSON COUNTY CRISIS CENTER
                                        DBA HOPE ALLIANCE

_________________________        ______________________ ____________
   Dale Ross, Mayor                  Dr. Richard “Rick” M. Brown, Executive Director
STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the _____ day of _________, 2020, by Dr. Richard “Rick” M. Brown, a person known to me, in his capacity as Chief Executive Officer of Williamson County Crisis Center dba Hope Alliance, on behalf of said organization.

_________________________   _______________________ 
Robyn Densmore, City Secretary  Skye Masson, City Attorney

SEAL

Notary Public, in and for the State of Texas
CHECKLIST OF ATTACHMENTS

☐ Budget Information. How were the City’s funds used? Include:
  ☑ Actual Expenditures compared to Planned Budget

☐ An analysis of the goal(s) set forth in the evaluation section of the grant application, including outputs and outcomes.

☐ The Total numbers served and the total number of Georgetown Citizens served.
### Organization Information

**2020-21 Final Grant Report**

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**Evaluation**

**GOAL:** What will this funding help you accomplish?

**Inputs:** What resources (human, financial, organizational, and/or community) were committed to this grant request?

**Activities:** What activities supported or accomplished your goal(s)?

**Outputs:** Did your activities produce the expected outputs? Outputs are often quantitative measures (# of participants, # of sessions held, # of encounters).

**Outcomes:** What benefits, impacts, or changes in behavior, knowledge, skills, and/or attitudes for participants resulted from the completion of the activities?

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This format is required. Please enter your information into the shaded cells for rows applicable to your grant request. Use the "Other" sections to provide data for other types of revenue or expense in your program or project budget. Show specifically how our grant was used. Include narrative at the bottom to explain your numbers & assumptions, as needed.

Name of Organization: 

Budget Period From:  

To:  

### Revenue/Support for this Grant Request

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<tr>
<th>Description</th>
<th>Planned Budget</th>
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### Difference (Revenue/Support less Expense)

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Narrative/Notes: Please use as many lines as needed for further explanation of budget items above.

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COUNTY OF WILLIAMSON § AGREEMENT § BETWEEN THE § CITY OF GEORGETOWN AND § LITERACY COUNCIL OF § WILLIAMSON COUNTY §

This is an agreement between the City of Georgetown, a Texas Home Rule Municipal Corporation (City), and Literacy Council of Williamson County (Literacy Council) for the fiscal year from October 1, 2020, through September 30, 2021 (Agreement).

The City of Georgetown values partnerships with organizations that are committed to addressing our community’s greatest public challenges, and the purpose of City funding to the non-profit sector is to cultivate and sustain partnerships with 501(c)3 organizations that strengthen the City’s key priorities in the following areas: Public Safety, Transportation, Housing, Parks & Recreation, Veteran Services, and Safety Net, further defined as follows:

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- Support veteran programs and services within the community.
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- The City recognizes its responsibility to support efforts to address this community’s most pressing basic needs. Examples of basic needs include food insecurity, emergency financial assistance, mental/behavioral health care, substance abuse, domestic/family violence, and health care. Safety Net priorities will be based on ongoing analysis of unmet existing needs and emerging needs in this community, and may change over time.

1. The City finds that Literacy Council provides Safety Net Services for the community, as defined above; Literacy Council accomplishes a public purpose and benefits the community of Georgetown, Texas as it enhances the quality of life and the overall economic development of the City per Chapter 380 of the Local Government Code. The City finds that the services Literacy Council will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City.

2. In consideration for the services Literacy Council provides pursuant to this Agreement, the City agrees to pay Literacy Council an amount not to exceed a total of $16,000 to be paid in a one-time lump sum payment by October 15, 2020.

3. As consideration for the funds to be paid by the City, Literacy Council agrees to provide the following as a condition of this Agreement:

   A. provide Adult Basic Literacy (ABE), English as a Second Language (ESL) classes, GED preparation and Vocational Training;
   B. coordinate as appropriate with the City and other community service providers in the provision of services to Georgetown residents;
   C. provide a final report to the City in the format prescribed in the attached Exhibit A to this Funding Agreement on or before October 31, 2021 that specifically identifies and includes:
      1. how the City’s funds were used;
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4. As a recipient of a FY 2020-21 Strategic Partnerships for Community Services Grant, Literacy Council shall also have the ability receive an exemption of certain development related fees in an amount not to exceed $10,000 should Literacy Council remodel their
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B. These development related fees do not include: Electric Connection and Engineering Fees; Water and Wastewater Connection and Engineering Fees; and Impact Fees.

5. This Agreement shall not be altered, waived, amended or extended, without the written consent of both parties.

6. Literacy Council may not assign this Agreement to another party without the written consent of the City.

7. Either party may terminate this Agreement for any reason with written notice to the other party. Notice of termination shall be hand-delivered or sent by certified mail, return receipt requested, to the following addresses:

   David Morgan, City Manager  Kimberly Goode, M.Ed., Executive Director
   City of Georgetown  Literacy Council of Williamson County
   P. O. Box 409  805 West University
   Georgetown, TX 78627-0409  Georgetown, TX 78626

All obligations under this Agreement shall cease, and the City shall only fund those expenses that actually were expended, up to the date the notice of termination is received.

EXECUTED this _____ day of September, 2020.

THE CITY OF GEORGETOWN  LITERACY COUNCIL OF WILLIAMSON COUNTY

_________________________  ____________________________
Dale Ross, Mayor  Kimberly Goode, M.Ed., Executive Director

ATTEST:  APPROVED AS TO FORM:

_________________________  ____________________________
Robyn Densmore, City Secretary  Skye Masson, City Attorney
STATE OF TEXAS

COUNTY OF WILLIAMSON

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on this the _____ day of ________, 2020, by
Kimberly Goode, M.Ed., a person known to me, in her capacity as Executive Director of Literacy
Council of Williamson County, on behalf of said organization.

SEAL

Notary Public, in and for the State of Texas
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| Email, Phone |  |
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**Narrative/Notes:** Please use as many lines as needed for further explanation of budget items above.

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This is an agreement between the City of Georgetown, a Texas Home Rule Municipal Corporation (City), and Opportunities for Williamson & Burnet Counties, Inc. (OWBC), for the fiscal year from October 1, 2020, through September 30, 2021 (Agreement).

The City of Georgetown values partnerships with organizations that are committed to addressing our community’s greatest public challenges, and the purpose of City funding to the non-profit sector is to cultivate and sustain partnerships with 501(c)3 organizations that strengthen the City’s key priorities in the following areas: Public Safety, Transportation, Housing, Parks & Recreation, Veteran Services, and Safety Net, further defined as follows:

**Public Safety.**
- While the City is Georgetown’s Public Safety leader (Fire & Police), public safety also encompasses a broad scope of work that makes this community safe for all.
  - Eligible organizations and programs may include those that contribute to safe neighborhoods such as out of school time, youth empowerment, and neighborhood community centers.

**Transportation.**
- Eligible organizations include those that assist in meeting the transportation needs of Georgetown residents unable to access private transportation such as homebound seniors and youth under the age of 16 years.

**Housing.**
- Eligible organizations include those that offer emergency shelter, transitional or temporary housing, and affordable housing.

**Parks & Recreation.**
- Eligible organizations include those that provide affordable, accessible activities that enhance Georgetown residents’ health and well-being, including sports, fitness, and other recreational programs.

**Veteran’s Services**
- Support veteran programs and services within the community.
Safety Net.

- The City recognizes its responsibility to support efforts to address this community’s most pressing basic needs. Examples of basic needs include food insecurity, emergency financial assistance, mental/behavioral health care, substance abuse, domestic/family violence, and health care. Safety Net priorities will be based on ongoing analysis of unmet existing needs and emerging needs in this community, and may change over time.

1. The City finds that OWBC accomplishes a public purpose and benefits the community of Georgetown, Texas as it enhances the quality of life and the overall economic development of the city per Chapter 380 of the Local Government Code. The City finds that the services OWBC will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City.

2. In consideration for the services OWBC provides pursuant to this Agreement, the City agrees to pay for utility services at the Mary Bailey Head Start Center (601 N. College Street) and Madella Hilliard Neighborhood Center (803 W. 8th Street) during the term of this Funding Agreement. The City also agrees to pay OWBC an amount not to exceed a total of $10,800, restricted for the Meals on Wheels Program, to be paid in a one-time lump sum payment by October 15, 2020.

3. As consideration for the funds to be paid by the City, OWBC agrees to provide the following as a condition of this Agreement:

   A. Provide comprehensive child and family development programs at the Mary Bailey Head Start Center that prepare children from birth to five years of age to become successful school students and productive members of society;
   B. continue serving low income, disabled and foster children with school readiness preparations;
   C. provide consistent and healthy meals to seniors in need each day with meals being offered at the Madella Hilliard Neighborhood Center and also provide home-delivered meals to those seniors in the City of Georgetown whose mobility is limited;
   D. coordinate as appropriate with the City and other community service providers in the provision of services to Georgetown residents;
   E. provide a final report to the City in the format prescribed in the attached Exhibit A to this Funding Agreement on or before October 31, 2021 that specifically identifies and includes:
      1. how the City’s funds were used;
      2. an analysis of the goal set forth in the evaluation section of the grant application, including outputs and outcomes;
      3. the total numbers served and the total number Georgetown citizens served; and
F. provide to the City a copy of OWBC’s annual independent auditor’s report based upon its fiscal year (as soon as one has been completed) or the organization’s Form 990.

4. As a recipient of a FY 2020-21 Strategic Partnerships for Community Services Grant, OWBC shall also have the ability receive an exemption of certain development related fees in an amount not to exceed $10,000 should OWBC remodel their current facilities and/or build new facilities in Georgetown if the request is made in the fiscal year defined in this Funding Agreement:

A. Development related fees are defined as Land Development Processing Fees outlined in the City of Georgetown’s Unified Development Code (UDC) Development Manual which include Building Permits and Inspections Fees and Fire Code Permit Fees;
B. These development related fees do not include: Electric Connection and Engineering Fees; Water and Wastewater Connection and Engineering Fees; and Impact Fees.

5. This Agreement shall not be altered, waived, amended or extended, without the written consent of both parties.

6. OWBC may not assign this Agreement to another party without the written consent of the City.

7. Either party may terminate this Agreement for any reason with written notice to the other party. Notice of termination shall be hand-delivered or sent by certified mail, return receipt requested, to the following addresses:

David S. Morgan, City Manager
City of Georgetown
P. O. Box 409
Georgetown, TX 78627-0409

Marco Cruz
Executive Director
604 High Tech Drive
Georgetown, TX 78626
All obligations under this Agreement shall cease, and the City shall only fund those expenses that actually were expended, up to the date the notice of termination is received.

EXECUTED this ____ day of September, 2020.

THE CITY OF GEORGETOWN

_________________________
Dale Ross, Mayor

OPPORTUNITIES FOR WILLIAMSON & BURNET COUNTIES, INC.

_________________________
Marco Cruz, Executive Director

ATTEST:

_________________________
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_________________________
Skye Masson, City Attorney

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF WILLIAMSON

Marco Cruz, a person known to me, in his capacity as Executive Director of the Opportunities for Williamson & Burnet Counties, Inc. on behalf of said organization.

_________________________
SEAL

Notary Public, in and for the State of Texas
CHECKLIST OF ATTACHMENTS

- Budget Information. How were the City’s funds used? Include:
  - Actual Expenditures compared to Planned Budget

- An analysis of the goal(s) set forth in the evaluation section of the grant application, including outputs and outcomes.

- The Total numbers served and the total number of Georgetown Citizens served.
## Organization Information

### 2020-21 Final Grant Report

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**Evaluation**

**GOAL:** What will this funding help you accomplish?

**Inputs:** What resources (human, financial, organizational, and/or community) were committed to this grant request?

**Activities:** What activities supported or accomplished your goal(s)?

**Outputs:** Did your activities produce the expected outputs? Outputs are often quantitative measures (# of participants, # of sessions held, # of encounters).

**Outcomes:** What benefits, impacts, or changes in behavior, knowledge, skills, and/or attitudes for participants resulted from the completion of the activities?

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Name of Organization: 

Budget Period From:  To: 

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<tr>
<th>Revenue/Support for this Grant Request</th>
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Narrative/Notes: Please use as many lines as needed for further explanation of budget items above.

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This is an agreement between the City of Georgetown, a Texas Home Rule Municipal Corporation (City), and the Sacred Heart Community Clinic, Inc. (Sacred Heart), for the fiscal year from October 1, 2020, through September 30, 2021 (Agreement).

The City of Georgetown values partnerships with organizations that are committed to addressing our community’s greatest public challenges, and the purpose of City funding to the non-profit sector is to cultivate and sustain partnerships with 501(c)3 organizations that strengthen the City’s key priorities in the following areas: Public Safety, Transportation, Housing, Parks & Recreation, Veteran Services, and Safety Net, further defined as follows:

Public Safety.
- While the City is Georgetown’s Public Safety leader (Fire & Police), public safety also encompasses a broad scope of work that makes this community safe for all.
  - Eligible organizations and programs may include those that contribute to safe neighborhoods such out of school time, youth empowerment, and neighborhood community centers.

Transportation.
- Eligible organizations include those that assist in meeting the transportation needs of Georgetown residents unable to access private transportation such as homebound seniors and youth under the age of 16 years.

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- Eligible organizations include those that offer emergency shelter, transitional or temporary housing, and affordable housing.

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- Eligible organizations include those that provide affordable, accessible activities that enhance Georgetown residents’ health and well-being, including sports, fitness, and other recreational programs.

Veteran’s Services
- Support veteran programs and services within the community.
Safety Net.

- The City recognizes its responsibility to support efforts to address this community’s most pressing basic needs. Examples of basic needs include food insecurity, emergency financial assistance, mental/behavioral health care, substance abuse, domestic/family violence, and health care. Safety Net priorities will be based on ongoing analysis of unmet existing needs and emerging needs in this community, and may change over time.

1. The City finds that Sacred Heart provides Safety Net Services for the community as defined above; Sacred Heart accomplishes a public purpose and benefits the community of Georgetown, Texas as it enhances the quality of life and the overall economic development of the City per Chapter 380 of the Local Government Code. The City finds that the services Sacred Heart will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City.

2. In consideration for the services Sacred Heart provides pursuant to this Agreement, the City agrees to pay Sacred Heart an amount not to exceed a total of $26,000 to be paid in a one-time lump sum payment by October 15, 2020.

3. As consideration for the funds to be paid by the City, Sacred Heart agrees to provide the following as a condition of this Agreement:

   A. Expand the capacity of its “Help Them Smile Again” Program and to improve the access and outcomes for dental services for City of Georgetown citizens who are uninsured and underserved, regardless of patients’ insurance status or ability to pay;
   B. provide a final report to the City in the format prescribed in the attached Exhibit A to this Funding Agreement on or before October 31, 2021 that specifically identifies and includes:
      1. how the City’s funds were used;
      2. an analysis of the goal set forth in the evaluation section of the grant application, including outputs and outcomes;
      3. the total numbers served and the total number Georgetown citizens served; and
   D. provide to the City a copy of Sacred Heart’s annual independent auditor’s report based upon its fiscal year (as soon as one has been completed) or the organization’s Form 990.

4. As a recipient of a FY 2020-21 Strategic Partnerships for Community Services Grant, Sacred Heart shall also have the ability receive an exemption of certain development related fees in an amount not to exceed $10,000 should Sacred Heart remodel their current facilities and/or build new facilities in Georgetown if the request is made in the fiscal year defined in this Funding Agreement:
A. Development related fees are defined as Land Development Processing Fees outlined in the City of Georgetown’s Unified Development Code (UDC) Development Manual which include Building Permits and Inspections Fees and Fire Code Permit Fees;
B. These development related fees **do not include**: Electric Connection and Engineering Fees; Water and Wastewater Connection and Engineering Fees; and Impact Fees.

5. This Agreement shall not be altered, waived, amended or extended, without the written consent of both parties.

6. Sacred Heart may not assign this Agreement to another party without the written consent of the City.

7. Either party may terminate this Agreement for any reason with written notice to the other party. Notice of termination shall be hand-delivered or sent by certified mail, return receipt requested, to the following addresses:

   David Morgan               Liz Burton-Garcia  
   City Manager               Executive Director  
   City of Georgetown         Sacred Heart Community Clinic, Inc.  
   P. O. Box 409               P.O. Box 5845  
   Georgetown, TX 78627-0409   Round Rock, Texas 78683  

All obligations under this Agreement shall cease, and the City shall only fund those expenses that actually were expended, up to the date the notice of termination is received.

**EXECUTED** this _____ day of September, 2020.

THE CITY OF GEORGETOWN                  SACRED HEART COMMUNITY CLINIC, INC.

_________________________  ________________________
Dale Ross, Mayor               Liz Burton-Garcia, Executive Director

ATTEST:  APPROVED AS TO FORM:

_________________________  ____________________________
Robyn Densmore, City Secretary  Skye Masson, City Attorney
STATE OF TEXAS

COUNTY OF WILLIAMSON

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on this the _____ day of ________, 2020, by Liz Burton-Garcia a person known to me, in her capacity as Executive Director of the Sacred Heart Community Clinic, Inc., on behalf of said organization.

SEAL

Notary Public, in and for the State of Texas
CHECKLIST OF ATTACHMENTS

☐ Budget Information. How were the City’s funds used? Include:
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☐ An analysis of the goal(s) set forth in the evaluation section of the grant application, including outputs and outcomes.

☐ The Total numbers served and the total number of Georgetown Citizens served.
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**GOAL:** What will this funding help you accomplish?

**Inputs:** What resources (human, financial, organizational, and/or community) were committed to this grant request?

**Activities:** What activities supported or accomplished your goal(s)?

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Name of Organization: 

Budget Period From:  

To:  

### Revenue/Support for this Grant Request

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This is an agreement between the City of Georgetown, a Texas Home Rule Municipal Corporation (City), and Samaritan Center for Counseling and Pastoral Care (Samaritan Center) for the fiscal year from October 1, 2020, through September 30, 2021 (Agreement).

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- While the City is Georgetown’s Public Safety leader (Fire & Police), public safety also encompasses a broad scope of work that makes this community safe for all.
  - Eligible organizations and programs may include those that contribute to safe neighborhoods such as out of school time, youth empowerment, and neighborhood community centers.

**Transportation.**
- Eligible organizations include those that assist in meeting the transportation needs of Georgetown residents unable to access private transportation such as homebound seniors and youth under the age of 16 years.

**Housing.**
- Eligible organizations include those that offer emergency shelter, transitional or temporary housing, and affordable housing.

**Parks & Recreation.**
- Eligible organizations include those that provide affordable, accessible activities that enhance Georgetown residents’ health and well-being, including sports, fitness, and other recreational programs.

**Veteran’s Services**
- Support veteran programs and services within the community.
**Safety Net.**

- The City recognizes its responsibility to support efforts to address this community’s most pressing basic needs. Examples of basic needs include food insecurity, emergency financial assistance, mental/behavioral health care, substance abuse, domestic/family violence, and health care. Safety Net priorities will be based on ongoing analysis of unmet existing needs and emerging needs in this community, and may change over time.

1. The City finds that Samaritan Center provides Safety Net and Veterans Services for the community, as defined above; Samaritan Center accomplishes a public purpose and benefits the community of Georgetown, Texas as it enhances the quality of life and the overall economic development of the City per Chapter 380 of the Local Government Code. The City finds that the services Samaritan Center will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City.

2. In consideration for the services Samaritan Center provides pursuant to this Agreement, the City agrees to pay Samaritan Center an amount not to exceed a total of $25,000 to be paid in a one-time lump sum payment by October 15, 2020.

3. As consideration for the funds to be paid by the City, Samaritan Center agrees to provide the following as a condition of this Agreement:

   A. provide affordable and quality-based mental health services through its Healthy Minds Program to residents of the Georgetown Community regardless of their ability to pay, with priority given to vulnerable populations such as the uninsured, under-insured, members of low-income families, and also veterans and their families;
   
   B. coordinate as appropriate with the City and other community service providers in the provision of services to Georgetown residents;
   
   C. provide a final report to the City in the format prescribed in the attached Exhibit A to this Funding Agreement on or before October 31, 2021 that specifically identifies and includes:
      1. how the City’s funds were used;
      2. an analysis of the goal set forth in the evaluation section of the grant application, including outputs and outcomes;
      3. the total numbers served and the total number Georgetown citizens served; and
   
   D. provide to the City a copy of Samaritan Center’s annual independent auditor’s report based upon its fiscal year (as soon as one has been completed) or the organization’s Form 990.
4. As a recipient of a FY 2020-21 Strategic Partnerships for Community Services Grant, Samaritan Center shall also have the ability receive an exemption of certain development related fees in an amount not to exceed $10,000 should Samaritan Center remodel their current facilities and/or build new facilities in Georgetown if the request is made in the fiscal year defined in this Funding Agreement:

A. Development related fees are defined as Land Development Processing Fees outlined in the City of Georgetown’s Unified Development Code (UDC) Development Manual which include Building Permits and Inspections Fees and Fire Code Permit Fees;
B. These development related fees do not include: Electric Connection and Engineering Fees; Water and Wastewater Connection and Engineering Fees; and Impact Fees.

5. This Agreement shall not be altered, waived, amended or extended, without the written consent of both parties.

6. Samaritan Center may not assign this Agreement to another party without the written consent of the City.

7. Either party may terminate this Agreement for any reason with written notice to the other party. Notice of termination shall be hand-delivered or sent by certified mail, return receipt requested, to the following addresses:

David Morgan, City Manager                        Cindy Long, Executive Director
City of Georgetown                                Samaritan Center for Counseling and
P. O. Box 409                                     Pastoral Care
Georgetown, TX 78627-0409                          8956 Research Blvd., Bldg. #2
                                                      Austin, TX 78758

All obligations under this Agreement shall cease, and the City shall only fund those expenses that actually were expended, up to the date the notice of termination is received.

EXECUTED this _____ day of September, 2020.

THE CITY OF GEORGETOWN                        SAMARITAN CENTER FOR
                                            COUNSELING AND PASTORAL CARE

__________________________________________        ______________________________
Dale Ross, Mayor                               Cindy Long, Chief Executive Officer

ATTEST:                                           APPROVED AS TO FORM:

__________________________________________        ______________________________
Robyn Densmore, City Secretary                Skye Masson, City Attorney
STATE OF TEXAS §

COUNTY OF WILLIAMSON §

§ CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on this the _____ day of __________, 2020, by Cindy Long, a person known to me, in his capacity as Chief Executive Officer of Samaritan Center for Counseling and Pastoral Care, on behalf of said organization.

________________________________________
SEAL Notary Public, in and for the State of Texas
**CHECKLIST OF ATTACHMENTS**

- Budget Information. How were the City’s funds used?  Include:
  - Actual Expenditures compared to Planned Budget

- An analysis of the goal(s) set forth in the evaluation section of the grant application, including outputs and outcomes.

- The Total numbers served and the total number of Georgetown Citizens served.
## Organization Information
### 2020-21 Final Grant Report

<table>
<thead>
<tr>
<th>Organization Name</th>
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<tr>
<td>Mailing Address</td>
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**Evaluation**

**GOAL:** What will this funding help you accomplish?

**Inputs:** What resources (human, financial, organizational, and/or community) were committed to this grant request?

**Activities:** What activities supported or accomplished your goal(s)?

**Outputs:** Did your activities produce the expected outputs? Outputs are often quantitative measures (# of participants, # of sessions held, # of encounters).

**Outcomes:** What benefits, impacts, or changes in behavior, knowledge, skills, and/or attitudes for participants resulted from the completion of the activities?

**Performance Measures:** Did you accomplish your goal(s)? How did you measure your result(s)? How did your monitoring methods help you correct errors, remedy problems and/or refine your work?

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This format is required. Please enter your information into the shaded cells for rows applicable to your grant request. Use the "Other" sections to provide data for other types of revenue or expense in your program or project budget. Show specifically how our grant was used. Include narrative at the bottom to explain your numbers & assumptions, as needed.

Name of Organization: 
Budget Period From: To:

<table>
<thead>
<tr>
<th>Revenue/Support for this Grant Request</th>
<th>Planned Budget</th>
<th>Actual Expenditures</th>
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<tr>
<td>Individual contributions</td>
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<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Total Revenue/Support</strong> (calculated for you or enter your own total)</td>
<td>$ -</td>
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<tr>
<th>Expenses for this Grant Request</th>
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<td>Salaries, benefits and related taxes</td>
<td>$ -</td>
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<td><strong>Difference (Revenue/Support less Expense)</strong></td>
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<td>$ -</td>
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</table>

Narrative/Notes: Please use as many lines as needed for further explanation of budget items above.

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This is an agreement between the City of Georgetown, a Texas Home Rule Municipal Corporation (City), and Senior Center at Stonehaven (Stonehaven), for the fiscal year from October 1, 2020, through September 30, 2021 (Agreement).

The City of Georgetown values partnerships with organizations that are committed to addressing our community’s greatest public challenges, and the purpose of City funding to the non-profit sector is to cultivate and sustain partnerships with 501(c)3 organizations that strengthen the City’s key priorities in the following areas: Public Safety, Transportation, Housing, Parks & Recreation, Veteran Services, and Safety Net, further defined as follows:

**Public Safety.**
- While the City is Georgetown’s Public Safety leader (Fire & Police), public safety also encompasses a broad scope of work that makes this community safe for all.
  - Eligible organizations and programs may include those that contribute to safe neighborhoods such out of school time, youth empowerment, and neighborhood community centers.

**Transportation.**
- Eligible organizations include those that assist in meeting the transportation needs of Georgetown residents unable to access private transportation such as homebound seniors and youth under the age of 16 years.

**Housing.**
- Eligible organizations include those that offer emergency shelter, transitional or temporary housing, and affordable housing.

**Parks & Recreation.**
- Eligible organizations include those that provide affordable, accessible activities that enhance Georgetown residents’ health and well-being, including sports, fitness, and other recreational programs.

**Veteran’s Services**
- Support veteran programs and services within the community.
**Safety Net.**

- The City recognizes its responsibility to support efforts to address this community’s most pressing basic needs. Examples of basic needs include food insecurity, emergency financial assistance, mental/behavioral health care, substance abuse, domestic/family violence, and health care. Safety Net priorities will be based on ongoing analysis of unmet existing needs and emerging needs in this community, and may change over time.

1. The City finds that Stonehaven provides Safety Net Services for the community, as defined above; Stonehaven accomplishes a public purpose and benefits the community of Georgetown, Texas as it enhances the quality of life and the overall economic development of the City per Chapter 380 of the Local Government Code. The City finds that the services Stonehaven will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City.

2. In consideration for the services Stonehaven provides pursuant to this Agreement, the City agrees to pay Stonehaven an amount not to exceed a total of $12,000 to be paid in a one-time lump sum payment by October 15, 2020.

3. As consideration for the funds to be paid by the City, Stonehaven agrees to provide the following as a condition of this Agreement:

   A. meet the health, educational, social, recreational and creative needs of the senior citizen population of Georgetown area;
   B. coordinate as appropriate with the City and other community service providers in the provision of services to Georgetown residents;
   C. provide a final report to the City in the format prescribed in the attached Exhibit A to this Funding Agreement on or before October 31, 2021 that specifically identifies and includes:
      1. how the City’s funds were used;
      2. an analysis of the goal set forth in the evaluation section of the grant application, including outputs and outcomes;
      3. the total numbers served and the total number Georgetown citizens served; and
   D. provide to the City a copy of the Stonehaven’s annual independent auditor’s report based upon its fiscal year (as soon as one has been completed) or the organization’s Form 990.
4. As a recipient of a FY 2020-21 Strategic Partnerships for Community Services Grant, Stonehaven shall also have the ability receive an exemption of certain development related fees in an amount not to exceed $10,000 should Stonehaven remodel their current facilities and/or build new facilities in Georgetown if the request is made in the fiscal year defined in this Funding Agreement:

A. Development related fees are defined as Land Development Processing Fees outlined in the City of Georgetown’s Unified Development Code (UDC) Development Manual which include Building Permits and Inspections Fees and Fire Code Permit Fees;

B. These development related fees do not include: Electric Connection and Engineering Fees; Water and Wastewater Connection and Engineering Fees; and Impact Fees.

5. This Agreement shall not be altered, waived, amended or extended, without the written consent of both parties.

6. Stonehaven may not assign this Agreement to another party without the written consent of the City.

7. Either party may terminate this Agreement for any reason with written notice to the other party. Notice of termination shall be hand-delivered or sent by certified mail, return receipt requested, to the following addresses:

   David Morgan, City Manager                      Pat Schneider, Senior Center Director
   City of Georgetown                                Senior Center at Stonehaven
   P. O. Box 409                                      1704 Hart Street
   Georgetown, TX 78627-0409                          Georgetown, Texas 78626

All obligations under this Agreement shall cease, and the City shall only fund those expenses that actually were expended, up to the date the notice of termination is received.

EXECUTED this _____ day of September, 2020.

THE CITY OF GEORGETOWN                                      SENIOR CENTER AT STONEHAVEN

__________________________________  ____________________________________
Dale Ross, Mayor                                      Pat Schneider, Senior Center Director

ATTEST:                                               APPROVED AS TO FORM:

__________________________________  ____________________________________
Robyn Densmore, City Secretary                      Skye Masson, City Attorney
STATE OF TEXAS §

COUNTY OF WILLIAMSON §

CORPORATE ACKNOWLEDGMENT §

This instrument was acknowledged before me on this the _____ day of __________, 2020, by Pat Schneider, a person known to me, in her capacity as Senior Center Director of Senior Center at Stonehaven, on behalf of said organization.

SEAL

Notary Public, in and for the State of Texas
CHECKLIST OF ATTACHMENTS

☐ Budget Information. How were the City’s funds used? Include:
   ☐ Actual Expenditures compared to Planned Budget

☐ An analysis of the goal(s) set forth in the evaluation section of the grant application, including outputs and outcomes.

☐ The Total numbers served and the total number of Georgetown Citizens served.
## Organization Information
### 2020-21 Final Grant Report

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### Evaluation

**GOAL:** What will this funding help you accomplish?

**Inputs:** What resources (human, financial, organizational, and/or community) were committed to this grant request?

**Activities:** What activities supported or accomplished your goal(s)?

**Outputs:** Did your activities produce the expected outputs? Outputs are often quantitative measures (# of participants, # of sessions held, # of encounters).

**Outcomes:** What benefits, impacts, or changes in behavior, knowledge, skills, and/or attitudes for participants resulted from the completion of the activities?

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Use the "Other" sections to provide data for other types of revenue or expense in your program or project budget.
Show specifically how our grant was used. Include narrative at the bottom to explain your numbers & assumptions, as needed.

Name of Organization: 

Budget Period  From:  To:

### Revenue/Support for this Grant Request

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<th>Source</th>
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**Total Revenue/Support** (calculated for you or enter your own total)  
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### Expenses for this Grant Request

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**Total Expense** (calculated for you or enter your own total)  
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**Difference (Revenue/Support less Expense)**  
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**Narrative/Notes:** Please use as many lines as needed for further explanation of budget items above.

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This is an agreement between the City of Georgetown, a Texas Home Rule Municipal Corporation (City), and Texas Science Education Foundation, for the fiscal year from October 1, 2020, through September 30, 2021 (Agreement).

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**Public Safety.**
- While the City is Georgetown’s Public Safety leader (Fire & Police), public safety also encompasses a broad scope of work that makes this community safe for all.
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- Support veteran programs and services within the community.
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- The City recognizes its responsibility to support efforts to address this community’s most pressing basic needs. Examples of basic needs include food insecurity, emergency financial assistance, mental/behavioral health care, substance abuse, domestic/family violence, and health care. Safety Net priorities will be based on ongoing analysis of unmet existing needs and emerging needs in this community, and may change over time.

1. The City finds that the Caring Place provides Safety Net Services for the community, as defined above; the Caring Place accomplishes a public purpose and benefits the community of Georgetown, Texas as it enhances the quality of life and the overall economic development of the City per Chapter 380 of the Local Government Code. The City finds that the services the Caring Place will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City.

2. In consideration for the services the Caring Place provides pursuant to this Agreement, the City agrees to pay the Caring Place an amount not to exceed a total of $10,000 to be paid in a one-time lump sum payment by October 15, 2020.

3. As consideration for the funds to be paid by the City, the Caring Place agrees to provide the following as a condition of this Agreement:

   A. Provide underserved and at-risk students, their parents and grandparents with resources to experience unique hands-on science projects and experiments to engage technical solutions to make more informed career choices and to become lifelong learners in collaboration with Georgetown Independent School District and in partnership with Science Mills;

   B. coordinate as appropriate with the City and other community service providers in the provision of services to Georgetown residents;

   C. provide a final report to the City in the format prescribed in the attached Exhibit A to this Funding Agreement on or before October 31, 2021 that specifically identifies and includes:
      1. how the City’s funds were used;
      2. an analysis of the goal set forth in the evaluation section of the grant application, including outputs and outcomes;
      3. the total numbers served and the total number Georgetown citizens served; and

   D. provide to the City a copy of the Caring Place’s annual independent auditor’s report based upon its fiscal year (as soon as one has been completed) or the organization’s Form 990.
4. As a recipient of a FY 2020-21 Strategic Partnerships for Community Services Grant, Texas Science Education Foundation shall also have the ability receive an exemption of certain development related fees in an amount not to exceed $10,000 should Texas Science Education Foundation remodel their current facilities and/or build new facilities in Georgetown if the request is made in the fiscal year defined in this Funding Agreement:

A. Development related fees are defined as Land Development Processing Fees outlined in the City of Georgetown’s Unified Development Code (UDC) Development Manual which include Building Permits and Inspections Fees and Fire Code Permit Fees;
B. These development related fees do not include: Electric Connection and Engineering Fees; Water and Wastewater Connection and Engineering Fees; and Impact Fees.

5. This Agreement shall not be altered, waived, amended or extended, without the written consent of both parties.

6. The Caring Place may not assign this Agreement to another party without the written consent of the City.

7. Either party may terminate this Agreement for any reason with written notice to the other party. Notice of termination shall be hand-delivered or sent by certified mail, return receipt requested, to the following addresses:

David Morgan, City Manager          Michael G. Douglas, Executive Director
City of Georgetown                  Texas Science Education Foundation
P. O. Box 409                       PO Box 2238
Georgetown, TX 78627-0409           Georgetown, Texas 78627-2238

All obligations under this Agreement shall cease, and the City shall only fund those expenses that actually were expended, up to the date the notice of termination is received.

EXECUTED this _____ day of September, 2020.

THE CITY OF GEORGETOWN          TEXAS SCIENCE EDUCATION FOUNDATION

_________________________   _________________________
Dale Ross, Mayor               Ginna O’Connor, Executive Director

ATTEST: APPROVED AS TO FORM:

_________________________   __________________________
Robyn Densmore, City Secretary  Skye Masson, City Attorney
STATE OF TEXAS  §  CORPORATE ACKNOWLEDGMENT
COUNTY OF WILLIAMSON  §

This instrument was acknowledged before me on this the _____ day of __________, 2020, by Michael G. Douglas, a person known to me, in his capacity as Executive Director of Texas Science Education Foundation, on behalf of said organization.

SEAL

Notary Public, in and for the State of Texas
CHECKLIST OF ATTACHMENTS

☐ Budget Information. How were the City’s funds used? Include:
   ☐ Actual Expenditures compared to Planned Budget

☐ An analysis of the goal(s) set forth in the evaluation section of the grant application, including outputs and outcomes.

☐ The Total numbers served and the total number of Georgetown Citizens served.
### Organization Information

#### 2020-21 Final Grant Report

<table>
<thead>
<tr>
<th>Organization Name</th>
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<tbody>
<tr>
<td>Mailing Address</td>
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### Contact Information

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**GOAL:** What will this funding help you accomplish?

**Inputs:** What resources (human, financial, organizational, and/or community) were committed to this grant request?

**Activities:** What activities supported or accomplished your goal(s)?

**Outputs:** Did your activities produce the expected outputs? Outputs are often quantitative measures (# of participants, # of sessions held, # of encounters).

**Outcomes:** What benefits, impacts, or changes in behavior, knowledge, skills, and/or attitudes for participants resulted from the completion of the activities?

**Performance Measures:** Did you accomplish your goal(s)? How did you measure your result(s)? How did your monitoring methods help you correct errors, remedy problems and/or refine your work?

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This format is required. Please enter your information into the shaded cells for rows applicable to your grant request. Use the "Other" sections to provide data for other types of revenue or expense in your program or project budget. Show specifically how our grant was used. Include narrative at the bottom to explain your numbers & assumptions, as needed.

| Name of Organization: | To: |

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<thead>
<tr>
<th>Revenue/Support for this Grant Request</th>
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<th>Actual Expenditures</th>
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<tbody>
<tr>
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Total Revenue/Support (calculated for you or enter your own total) $ - $ -

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<tr>
<th>Expenses for this Grant Request</th>
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Total Expense (calculated for you or enter your own total) $ - $ -

Difference (Revenue/Support less Expense) $ - $ -

Narrative/Notes: Please use as many lines as needed for further explanation of budget items above.
This is an agreement between the City of Georgetown, a Texas Home Rule Municipal Corporation (City), and The Georgetown Project, for the fiscal year from October 1, 2020, through September 30, 2021 (Agreement).

The City of Georgetown values partnerships with organizations that are committed to addressing our community’s greatest public challenges, and the purpose of City funding to the non-profit sector is to cultivate and sustain partnerships with 501(c)3 organizations that strengthen the City’s key priorities in the following areas: Public Safety, Transportation, Housing, Parks & Recreation, Veteran Services, and Safety Net, further defined as follows:

**Public Safety.**
- While the City is Georgetown’s Public Safety leader (Fire & Police), public safety also encompasses a broad scope of work that makes this community safe for all.
  - Eligible organizations and programs may include those that contribute to safe neighborhoods such as out of school time, youth empowerment, and neighborhood community centers.

**Transportation.**
- Eligible organizations include those that assist in meeting the transportation needs of Georgetown residents unable to access private transportation such as homebound seniors and youth under the age of 16 years.

**Housing.**
- Eligible organizations include those that offer emergency shelter, transitional or temporary housing, and affordable housing.

**Parks & Recreation.**
- Eligible organizations include those that provide affordable, accessible activities that enhance Georgetown residents’ health and well-being, including sports, fitness, and other recreational programs.

**Veteran’s Services**
- Support veteran programs and services within the community.
Safety Net.

- The City recognizes its responsibility to support efforts to address this community’s most pressing basic needs. Examples of basic needs include food insecurity, emergency financial assistance, mental/behavioral health care, substance abuse, domestic/family violence, and health care. Safety Net priorities will be based on ongoing analysis of unmet existing needs and emerging needs in this community, and may change over time.

1. The City finds that The Georgetown Project provides Safety Net, Public Safety, Parks & Recreation, Housing, and Transportation Services for the community, as defined above; The Georgetown Project accomplishes a public purpose and benefits the community of Georgetown, Texas as it enhances the quality of life and the overall economic development of the City per Chapter 380 of the Local Government Code. The City finds that the services The Georgetown Project will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City.

2. In consideration for the services The Georgetown Project provides pursuant to this Agreement, the City agrees to pay The Georgetown Project an amount not to exceed a total of $29,400 to be paid in a one-time lump sum payment by October 15, 2020.

3. As consideration for the funds to be paid by the City, The Georgetown Project agrees to provide the following as a condition of this Agreement:

   A. provide youth development and youth activity programs for children, youth, and families in Georgetown through the Kid City Program (summer food and enrichment for economically disadvantaged students), ASAP (After School Action Program), the NEST (provides assistance to homeless teens, including basic needs, supportive services, overnight emergency/temporary shelter, and mental/behavioral health services), and the Summer Youth Employment Program (provides employment for GISD high school students qualified at-risk, homeless or living in transition);
   B. coordinate as appropriate with the City and other community service providers in the provision of services to Georgetown residents;
   C. provide a final report to the City in the format prescribed in the attached Exhibit A to this Funding Agreement on or before October 31, 2021 that specifically identifies and includes:
      1. how the City’s funds were used;
      2. an analysis of the goal set forth in the evaluation section of the grant application, including outputs and outcomes;
      3. the total numbers served and the total number Georgetown citizens served; and
D. provide to the City a copy of The Georgetown Project’s annual independent auditor’s report based upon its fiscal year (as soon as one has been completed) or the organization’s Form 990.

4. As a recipient of a FY 2020-21 Strategic Partnerships for Community Services Grant, the Georgetown Project shall also have the ability receive an exemption of certain development related fees in an amount not to exceed $10,000 should the Georgetown Project remodel their current facilities and/or build new facilities in Georgetown if the request is made in the fiscal year defined in this Funding Agreement:

A. Development related fees are defined as Land Development Processing Fees outlined in the City of Georgetown’s Unified Development Code (UDC) Development Manual which include Building Permits and Inspections Fees and Fire Code Permit Fees;

B. These development related fees do not include: Electric Connection and Engineering Fees; Water and Wastewater Connection and Engineering Fees; and Impact Fees.

5. This Agreement shall not be altered, waived, amended or extended, without the written consent of both parties.

6. The Georgetown Project may not assign this Agreement to another party without the written consent of the City.

7. Either party may terminate this Agreement for any reason with written notice to the other party. Notice of termination shall be hand-delivered or sent by certified mail, return receipt requested, to the following addresses:

   David Morgan, City Manager         Leslie Janca, Chief Executive Officer
   City of Georgetown                 The Georgetown Project
   P. O. Box 409                      P.O. Box 957
   Georgetown, TX 78627-0409          Georgetown, Texas 78627-0957

All obligations under this Agreement shall cease, and the City shall only fund those expenses that actually were expended, up to the date the notice of termination is received.

EXECUTED this ____ day of September, 2020.

THE CITY OF GEORGETOWN       THE GEORGETOWN PROJECT

_________________________   __________________ __________
Dale Ross, Mayor            Leslie Janca, Chief Executive Officer

ATTEST: APPROVED AS TO FORM:
STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the _____ day of __________, 2020, by Leslie Janca, a person known to me, in her capacity as Chief Executive Officer of The Georgetown Project, on behalf of said organization.

SEAL

Notary Public, in and for the State of Texas
CHECKLIST OF ATTACHMENTS

☐ Budget Information. How were the City’s funds used? Include:
  ☐ Actual Expenditures compared to Planned Budget

☐ An analysis of the goal(s) set forth in the evaluation section of the grant application, including outputs and outcomes.

☐ The Total numbers served and the total number of Georgetown Citizens served.
## Organization Information

**2020-21 Final Grant Report**

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## Contact Information

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## Evaluation

**GOAL:** What will this funding help you accomplish?

**Inputs:** What resources (human, financial, organizational, and/or community) were committed to this grant request?

**Activities:** What activities supported or accomplished your goal(s)?

**Outputs:** Did your activities produce the expected outputs? Outputs are often quantitative measures (# of participants, # of sessions held, # of encounters).

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**Performance Measures:** Did you accomplish your goal(s)? How did you measure your result(s)? How did your monitoring methods help you correct errors, remedy problems and/or refine your work?

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</table>
### Planned Program Budget vs. Actual Program Expenditures

**City of Georgetown 2020-21 Annual Report**

This format is required. Please enter your information into the shaded cells for rows applicable to your grant request. Use the "Other" sections to provide data for other types of revenue or expense in your program or project budget. Show specifically how our grant was used. Include narrative at the bottom to explain your numbers & assumptions, as needed.

**Name of Organization:**

**Budget Period** From: [ ] To: [ ]

#### Revenue/Support for this Grant Request

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<tr>
<th>Description</th>
<th>Planned Budget</th>
<th>Actual Expenditures</th>
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<tbody>
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<td>Individual contributions</td>
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**Total Revenue/Support** (calculated for you or enter your own total) $ - $ -

#### Expenses for this Grant Request

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<tr>
<th>Description</th>
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<td>Salaries, benefits and related taxes</td>
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**Total Expense** (calculated for you or enter your own total) $ - $ -

**Difference (Revenue/Support less Expense)** $ - $ -

**Narrative/Notes:** Please use as many lines as needed for further explanation of budget items above.

1. 
2. 
3. 
4. 

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Exhibit A
2020/2021 Strategic Partnerships for Community Services Funding Agreement
Page 4
This is an agreement between the City of Georgetown, a Texas Home Rule Municipal Corporation (City), and WILLIAMSON COUNTY CHILDREN’S ADVOCACY CENTER, for the fiscal year from October 1, 2020, through September 30, 2021 (Agreement.)

The City of Georgetown values partnerships with organizations that are committed to addressing our community’s greatest public challenges, and the purpose of City funding to the non-profit sector is to cultivate and sustain partnerships with 501(c)3 organizations that strengthen the City’s key priorities in the following areas: Public Safety, Transportation, Housing, Parks & Recreation, Veteran Services, and Safety Net, further defined as follows:

**Public Safety.**
- While the City is Georgetown’s Public Safety leader (Fire & Police), public safety also encompasses a broad scope of work that makes this community safe for all.
  - Eligible organizations and programs may include those that contribute to safe neighborhoods such as out of school time, youth empowerment, and neighborhood community centers.

**Transportation.**
- Eligible organizations include those that assist in meeting the transportation needs of Georgetown residents unable to access private transportation such as homebound seniors and youth under the age of 16 years.

**Housing.**
- Eligible organizations include those that offer emergency shelter, transitional or temporary housing, and affordable housing.

**Parks & Recreation.**
- Eligible organizations include those that provide affordable, accessible activities that enhance Georgetown residents’ health and well-being, including sports, fitness, and other recreational programs.

**Veteran’s Services**
- Support veteran programs and services within the community.
Safety Net.

- The City recognizes its responsibility to support efforts to address this community’s most pressing basic needs. Examples of basic needs include food insecurity, emergency financial assistance, mental/behavioral health care, substance abuse, domestic/family violence, and health care. Safety Net priorities will be based on ongoing analysis of unmet existing needs and emerging needs in this community, and may change over time.

1. The City finds that Williamson County Children’s Advocacy Center provides Safety Net Services for the community, as defined above; Williamson County Children’s Advocacy Center accomplishes a public purpose and benefits the community of Georgetown, Texas as it enhances the quality of life and the overall economic development of the city per Chapter 380 of the Local Government Code. The City finds that the services Williamson County Children’s Advocacy Center will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City.

2. In consideration for the services Williamson County Children’s Advocacy Center provides pursuant to this Agreement, the City agrees to pay Williamson County Children’s Advocacy Center an amount not to exceed a total of $25,000 to be paid in a one-time lump sum payment by October 15, 2020.

3. As consideration for the funds to be paid by the City, Williamson County Children’s Advocacy Center agrees to provide the following as a condition of this Agreement:

   A. provide services for abused children, non-offending family members, and professionals dedicated to the intervention, investigation, prosecution, and treatment options related to child abuse cases in Williamson County in a child-friendly environment;

   B. coordinate as appropriate with the City and other community service providers in the provision of services to Georgetown residents;

   C. provide a final report to the City in the format prescribed in the attached Exhibit A to this Funding Agreement on or before October 31, 2021 that specifically identifies and includes:

      1. how the City’s funds were used;
      2. an analysis of the goal set forth in the evaluation section of the grant application, including outputs and outcomes;
      3. the total numbers served and the total number Georgetown citizens served; and

   D. provide to the City a copy of the Williamson County Children’s Advocacy Center’s annual independent auditor’s report based upon its fiscal year (as soon as one has been completed) or the organization’s Form 990.
4. As a recipient of a FY 2020-21 Strategic Partnerships for Community Services Grant, the Children’s Advocacy Center shall also have the ability receive an exemption of certain development related fees in an amount not to exceed $10,000 should Children’s Advocacy Center remodel their current facilities and/or build new facilities in Georgetown if the request is made in the fiscal year defined in this Funding Agreement:

A. Development related fees are defined as Land Development Processing Fees outlined in the City of Georgetown’s Unified Development Code (UDC) Development Manual which include Building Permits and Inspections Fees and Fire Code Permit Fees;
B. These development related fees do not include: Electric Connection and Engineering Fees; Water and Wastewater Connection and Engineering Fees; and Impact Fees.

5. This Agreement shall not be altered, waived, amended or extended, without the written consent of both parties.

6. Williamson County Children’s Advocacy Center may not assign this Agreement to another party without the written consent of the City.

7. Either party may terminate this Agreement for any reason with written notice to the other party. Notice of termination shall be hand-delivered or sent by certified mail, return receipt requested, to the following addresses:

   David Morgan, City Manager                      Kerrie Stannell, Chief Executive Officer
   City of Georgetown                                   Williamson County Children’s
   P. O. Box 409                                        Advocacy Center
   Georgetown, TX 78627-0409                             1811 SE Inner Loop
                                                      Georgetown, TX 78626

All obligations under this Agreement shall cease, and the City shall only fund those expenses that actually were expended, up to the date the notice of termination is received.

EXECUTED this _____ day of September, 2020.

THE CITY OF GEORGETOWN                               WILLIAMSON COUNTY CHILDREN’S
                                                      ADVOCACY CENTER

_________________________  _________________________
   Dale Ross, Mayor                      Kerrie Stannell, Chief Executive Officer

ATTEST:

_________________________  ____________________________
   Robyn Densmore, City Secretary           Skye Masson, City Attorney

2020/2021 Strategic Partnerships for Community Services Funding Agreement
Williamson County Children’s Advocacy Center
Contract No. 21-0018-SP
Page 3
STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on this the ______ day of __________, 2020, by Kerrie Stannell, a person known to me, in her capacity as Chief Executive Officer of Williamson County Children’s Advocacy Center, on behalf of said organization.

SEAL

Notary Public, in and for the State of Texas
CHECKLIST OF ATTACHMENTS

☐ Budget Information. How were the City’s funds used? Include:
  ☐ Actual Expenditures compared to Planned Budget

☐ An analysis of the goal(s) set forth in the evaluation section of the grant application, including outputs and outcomes.

☐ The Total numbers served and the total number of Georgetown Citizens served.
## Organization Information

### 2020-21 Final Grant Report

<table>
<thead>
<tr>
<th>Organization Name</th>
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<tbody>
<tr>
<td>Mailing Address</td>
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<tr>
<td>CEO or Executive Director (include title if other than “CEO” or “ED”)</td>
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<td>Phone Number &amp; Email Address</td>
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<td>Organization Mission</td>
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<td>Total Grant Awarded</td>
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<td>Program Name</td>
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## Contact Information

| Primary Grant Writer Name, Title |  |
| Email, Phone |  |
**Evaluation**

**GOAL:** What will this funding help you accomplish?

**Inputs:** What resources (human, financial, organizational, and/or community) were committed to this grant request?

**Activities:** What activities supported or accomplished your goal(s)?

**Outputs:** Did your activities produce the expected outputs? Outputs are often quantitative measures (# of participants, # of sessions held, # of encounters).

**Outcomes:** What benefits, impacts, or changes in behavior, knowledge, skills, and/or attitudes for participants resulted from the completion of the activities?

**Performance Measures:** Did you accomplish your goal(s)? How did you measure your result(s)? How did your monitoring methods help you correct errors, remedy problems and/or refine your work?

**GOAL:**

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<thead>
<tr>
<th>Inputs</th>
<th>Proposed in Grant Request</th>
<th>Actual Update/Results</th>
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<td>Performance Measures</td>
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This format is required. Please enter your information into the shaded cells for rows applicable to your grant request. Use the "Other" sections to provide data for other types of revenue or expense in your program or project budget. Show specifically how our grant was used. Include narrative at the bottom to explain your numbers & assumptions, as needed.

<table>
<thead>
<tr>
<th>Name of Organization:</th>
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<tr>
<td>Budget Period From:</td>
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<td>To:</td>
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### Revenue/Support for this Grant Request

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<tr>
<th></th>
<th>Planned Budget</th>
<th>Actual Expenditures</th>
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<tr>
<td>Individual contributions</td>
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<td>$ -</td>
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<tr>
<td>Fundraisers &amp; Special Events</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Program/Service Revenues</td>
<td>$ -</td>
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<tr>
<td>Government, Foundation, Corporate Grants or Other (list below; describe in narrative/notes if more space is needed)</td>
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**Total Revenue/Support** (calculated for you or enter your own total)

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### Expenses for this Grant Request

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<tr>
<th></th>
<th>Total Amount</th>
<th>Grant Request</th>
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<tbody>
<tr>
<td>Salaries, benefits and related taxes</td>
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<td>$ -</td>
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<tr>
<td>Consultants and professional fees</td>
<td>$ -</td>
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<tr>
<td>Professional development including travel, lodging</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Equipment</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Supplies and supporting materials</td>
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<tr>
<td>Printing, copying, phone, internet, fax, postage</td>
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<td>$ -</td>
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<tr>
<td>Mortgage or Rent, and Utilities</td>
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<tr>
<td>Fundraising Expenses</td>
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<tr>
<td>Other (list below and describe in narrative/notes if more space is needed)</td>
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**Total Expense** (calculated for you or enter your own total)

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**Difference (Revenue/Support less Expense)**

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### Narrative/Notes:
Please use as many lines as needed for further explanation of budget items above.
SUBJECT: Consideration and possible action to approve the renewal of a Lease Agreement with Opportunities for Williamson and Burnet Counties, Inc. (OWBC) fka Williamson-Burnet Opportunities, Inc. (WBCO) for the property located at 803 W. 8th Street for use as the Madella Hilliard Neighborhood Center and also the approval of in-kind utility assistance for the facilities utilized by OWBC at the Madella Hilliard Neighborhood Center and Mary Bailey Head Start Center (601 North College) -- David Morgan, City Manager and Shirley J. Rinn Executive Assistant to the City Manager

ITEM SUMMARY: The City of Georgetown has historically since 1972 and 1977 respectively, provided facilities and/or in-kind utility assistance for the Mary Bailey Head Start Program and the Meals on Wheels Program at the Madella Hilliard Neighborhood Center.

Madella Hilliard Lease Agreement
The attached Lease Agreement, as presented, is under the same terms and conditions as the current Lease Agreement the City has with OWBC fka WBCO for the Madella Hilliard Neighborhood Center, which expires on September 30, 2020. The current agreement allows for nine (9) consecutive renewals as long as the City Council approves public funding for the in-kind utilities for the Madella Hilliard facility through the City's annual Strategic Partnerships for Community Services Grant funding program. This proposed renewal is the fifth under the terms of the Lease Agreement.

Also under the terms of the Agreement, OWBC is not required to pay a rental fee for use of the facility and the City of Georgetown also provides maintenance as outlined in the Agreement. The City’s annual budget includes funding for the maintenance in the amount of $9,283.

Utility Assistance for Madella Hilliard Neighborhood Center and Mary Bailey Head Start Facility
OWBC has historically submitted an application for the in-kind utilities for the Madella Hilliard Neighborhood Center and Mary Bailey through our annual Strategic Partnerships for Community Services Grant Program.

OWBC did not submit an application for FY21 for the in-kind utilities in that City staff is in the process of combining its current lease agreements with OWBC for the Mary Bailey and Madella Hilliard facilities, which would also include provisions for the in-kind utilities for Mary Bailey, and it was anticipated that the new Lease Agreement would be presented to the Council for its approval prior to October 1, 2020.

However, all of the lease terms are in the process of being vetted through the City Attorney’s Office to ensure compliance with current state laws, and OWBC still needs to review and approve the new lease terms prior to bringing the new Lease Agreement to the City Council for its consideration.

In the essence of time, for Council’s consideration, we are bringing the renewal of OWBC’s current Lease Agreement, per its terms, for the property located at 803 W. 8th Street for use as the Madella Hilliard Neighborhood Center and also the approval of in-kind utility assistance for the facilities utilized by OBWC at the Madella Hilliard Neighborhood Center and Mary Bailey Head Start Center (601 North College).

The funding for the in-kind utility assistance for these city-owned facilities is allocated in the FY 2020-21 Annual Budget.

The City Council is being asked to consider renewing the current Lease Agreement with OWBC for the use of the Madella Hilliard Neighborhood Center facility and to also consider the approval of the in-kind utilities for both the
Madella Hilliard Neighborhood Center and the Mary Bailey Head Start facility.

FINANCIAL IMPACT:
Funding for the utilities for Mary Bailey and Madella Hilliard ($25,256) is included in the FY2020-21 Annual Operating Plan.

Funding for the maintenance referenced in the Madella Hilliard Lease Agreement ($9,283) is also included in the FY 2020-21 Annual Operating Agreement Plan.

SUBMITTED BY:
Shirley J. Rinn, Executive Assistant to the City Manager and David Morgan, City Manager

ATTACHMENTS:

Madella Hilliard Lease Agreement
COUNTY OF WILLIAMSON       LEASE AGREEMENT
STATE OF TEXAS             BETWEEN THE
                          CITY OF GEORGETOWN AND
                          WILLIAMSON-BURNET COUNTY
                          OPPORTUNITIES, INC.

MADELLA HILLIARD NEIGHBORHOOD CENTER

WHEREAS, the City of Georgetown, Texas (City), and Williamson–Burnet County Opportunities, Inc. (WBCO), a Texas nonprofit corporation, have since 1977 used the Madella Hilliard Neighborhood Center (Center), a City-owned property at 803 West 8th Street; and,

WHEREAS, the City Council recognizes the importance and value of the programs and services provided to the community at large by Williamson-Burnet County Opportunities through the Madella Hilliard Center; and,

WHEREAS, the WBCO services accomplish a public purpose; and,

WHEREAS, the City desires to continue this agreement which has benefited the community; and,

WHEREAS, the City agrees to honor the original provisions of the Department of Housing and Urban Development, Neighborhood Facilities Grant Program requirements (NFGP); and,

WHEREAS, the purpose of this agreement is to authorize the lease of City property to WBCO under the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the covenants set forth above and terms and conditions set forth below, the parties agree as follows:

WITNESSETH:

ARTICLE I. DESCRIPTION OF PREMISE/TERM OF LEASE

A. Premises. The City of Georgetown, Texas (Landlord) does hereby demise and lease to Williamson-Burnet County Opportunities, Inc. (Tenant), and Tenant does hereby hire from Landlord the following described Premises, including the Improvements thereon:

Legal Description: Block 14 of the Rucker and Hodges Addition to the City of Georgetown, Williamson County, Texas

Street Address: 803 West 8th Street, Georgetown, Texas

together with all appurtenances thereto and with ingress and egress necessary and adequate for the conduct of Tenant’s business as hereinafter described.
B. **Lease Term.** The term of this lease shall be for one (1) year, running from and including the first (1st) day of October, 2015, up to and including the thirtieth (30th) day of September, 2016. The term of this Lease may be extended for up to nine (9) successive one (1) year terms and under and subject to the same covenants, provisos and agreements as are herein contained if Tenant requests and the City Council approves a distribution of public funds through the City Council’s annual Strategic Partnerships for Community Services grant funding program for the purpose of payment by Landlord of the utility charges described in Section IC.C of this Lease. If the City Council authorizes such funding, then the term of this Lease shall be simultaneously extended for another one (1) year period (from October 1 through September 30).

C. **Holding Over.** Should Tenant fail to surrender the Premises, or any part thereof, upon the expiration of the Lease term, unless otherwise agreed in writing by Landlord, such holding over shall constitute and be construed as a tenancy at will only, at a daily rental equal to Five Hundred and No/100 Dollars ($500.00) per day. All provisions of this Lease except for those pertaining to Compensation and Lease term shall apply to Tenant’s holdover occupancy. The inclusion of the preceding sentences shall not be construed as Landlord’s consent for Tenant to hold over.

**ARTICLE II. WARRANTIES/PURPOSE AND USE**

A. The purpose of this Agreement and use of the Premises shall be limited to programs for enhancement of the health, recreation, social and similar community services for the elderly as allowed by the NFGP requirements.

B. Further, Tenant shall use the Premises lease herein to ensure that the use and occupancy of the Premises, as well as the provision of services and other benefits will be available without regard to race, creed, color or national origin. Tenant hereby covenants not to deny on the basis of race, creed, color or national origin, to any person the use, benefits or services provided by the Center, nor provide any facility, services, or benefits to a person which are different or are provided in a different manner from those provided to others under the same program or activity.

C. Landlord and Tenant expressly agree that there are and shall be no implied warranties of merchantability, habitability, fitness for a particular purpose or of any other kind arising out of this Lease and there are no warranties which extend beyond those expressly set forth in this Lease.

**ARTICLE III. COMPENSATION**

A. Landlord and Tenant mutually covenant and agree that the Tenant will have exclusive use of said property in exchange for the continuous provision of services Tenant provides to the community as described in Article II. Landlord and Tenant agree to honor provisions in the Department of Housing and Urban Development’s NFGP requirements stipulating that the City will maintain the current use of this structure free from rental fees as therein provided.

B. City, in exchange for funding through the HUD’S NFGP requirements, recognizes and agrees to rent this facility free of charge.
ARTICLE IV. MAINTENANCE

A. Landlord’s Maintenance Responsibilities

(1) Landlord, at Landlord’s expense, shall keep in good order, condition and repair the foundations, exterior walls, exterior roof, major heating system air conditioning, water mains, gas and sewer lines, sidewalks, parking areas, and lawn of the Premises.

(2) Landlord shall not, however, be obligated to paint such exterior, nor shall Landlord be required to maintain the interior surface of exterior walls, windows, doors or plate glass. Landlord shall have no obligation to make repairs under this paragraph until a reasonable time after receipt of written notice from Tenant of the need for such repairs. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord’s expense, to the extent allowed by law.

B. Tenant’s Maintenance Responsibilities

(1). Maintenance. Tenant shall, throughout the Lease Term, keep and maintain the Improvements and the Premises in a good, clean condition of repair and maintenance. This obligation includes, but is not limited to the all plumbing, heating, air conditioning, including changing of filters, ventilation, electrical and lighting facilities and equipment within the Premises, fixtures, interior walls and interior surface of exterior walls, ceilings, windows, doors, and plate glass located within the Premises, all interior, exterior and structural components of the Improvements; and all driveways, parking areas, landscaping, drainage or filtration facilities or other improvements situated upon the Premises. Tenant shall not perform any acts or carry on any practices which might damage the structural integrity of the Improvements or the Premises. If any repairs or maintenance required to be made by Tenant are not made within ten (10) days after written notice from Landlord to Tenant, Landlord may (but has no obligation to) make such repairs or perform such maintenance, without liability to Tenant for any loss or damage which may result to its business by reason of such repairs or maintenance, and Tenant shall pay to Landlord, as additional Rent hereunder, the cost of such repairs or maintenance plus ten percent (10%) of such cost (as an administrative fee) within thirty (30) days after Tenant’s receipt of a statement from Landlord. Tenant further agrees not to commit or allow any waste or damage to be committed on any portion of the Premises. Tenant agrees that upon the expiration or earlier termination of this Lease, Tenant shall deliver up said Premises to Landlord in as good condition as of the delivery of the Premises to Tenant, ordinary wear and tear excepted. Tenant further acknowledges that, except as expressly set forth in Section IV.A. of this Lease, Landlord shall not be required to perform any maintenance or to make any improvements or repairs of any kind or character on or to the Improvements, the Premises, or any portion thereof, during the Lease Term.

(2) Alterations. Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of Landlord, except for the installation of unattached, movable trade fixtures which may be installed without drilling, cutting or
otherwise defacing the Improvements. All alterations, additions, improvements or fixtures (whether temporary or permanent in character) made in or upon the Premises, either by Landlord or Tenant, shall be Landlord's property on termination of this Lease and shall remain a part of the Premises without compensation to Tenant, or at Landlord's election, shall be removed by Tenant. If Tenant is not then in default, all furniture, unattached, movable trade fixtures and equipment installed in the Premises by Tenant may be removed by Tenant at the termination of this Lease if Tenant so elects, and shall be so removed if required by Landlord, or if not so removed shall, at the option of Landlord, become the property of Landlord. In the event Landlord requires the removal of any alterations, additions, improvements or fixtures, Tenant shall, at its expense, repair and restore any portion of the Premises which is damaged by such removal. All such installations, removals and restorations shall be accomplished in good, workmanlike manner so as not to damage the Premises or the primary structure or structural qualities of the Improvements or the plumbing, electrical lines or other utilities serving the Premises.

(3) Performance of Work by Tenant. Any construction work done by Tenant upon the Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements, and the requirements of any contract or deed of trust to which Landlord may be a party. Tenant agrees to indemnify Landlord and hold Landlord harmless against any loss, liability or damage resulting from such work. Tenant shall, upon Landlord's request, furnish bonds or other security satisfactory to Landlord against any such loss, liability or damage.

(4) No Liens. Tenant will not permit any mechanic's lien or liens to be placed upon the Premises, or any portion thereof, caused by or resulting from any work performed, materials furnished or obligation incurred by or at the request of Tenant, and in the case of the filing of any such lien, Tenant will immediately pay and discharge the same.

(5) Signs. All signs, decorations and advertising media on the Premises shall be subject to Landlord's prior written approval as to construction, method of attachment, size, shape, height, lighting, color and general appearance. All signs shall be kept in good condition and in proper operating order at all times, and shall comply with all ordinances and regulations of the City of Georgetown, Texas. Tenant, at Tenant's sole expense, shall obtain required permits for all of Tenant's signs. Upon vacation of the Premises, Tenant must remove its signs from the Premises. If and when Tenant removes or alters its signs (for any reason including vacation), Tenant shall repair, repaint, and/or replace the Improvements fascia surface where signs are or were attached.

C. Utilities

If approved by the City Council as described in Section I.C. of this Lease, Landlord shall pay all charges for water, wastewater, electricity and garbage pick-up consumed by the Tenant upon the leased Premises. Any such payment by Landlord shall be from current revenues available to Landlord. Landlord shall not be liable for any interruption or failure whatsoever in any utility service.
D. **Destruction by Fire or Other Casualty**

In the event the leased Premises or the Improvements are partially damaged or destroyed or rendered partially unfit for occupancy by fire or other casualty, Tenant shall give immediate notice to Landlord. Landlord, at Landlord’s expense, may repair the damage and restore the leased Premises to substantially the same condition as immediately prior to the occurrence of the casualty. If Landlord, in its sole discretion, shall decide not to repair or rebuild the lease Premises, Landlord shall give Tenant notice of Landlord’s election not to repair or rebuild and this Lease shall terminate. Tenant’s obligations hereunder shall be fulfilled through the time of casualty.

**ARTICLE V. INSURANCE/INDEMNITY**

A. Tenant shall, at Tenant’s expense, maintain a policy or policies of commercial general liability insurance pertaining to Tenant’s use and occupancy of the Premises hereunder; such insurance to afford protection with limits of not less than One Million Dollars ($1,000,000) combined single limit coverage for bodily injury, death to any one person or property damage in any one occurrence. Additionally, Tenant shall maintain umbrella liability coverage with limits of not less than Two Million and No/100 Dollars ($2,000,000.00) in excess of the underlying coverages. The insurance coverage required under this Article shall extend to any liability of Tenant arising out of Tenant’s indemnity obligations under this lease. The adequacy of the coverage afforded by said insurance shall be subject to review by Landlord from time to time and Tenant shall to the extent required by Landlord increase the insurance coverage required by this Section. In addition to the remedies provided in this Lease, if Tenant fails to maintain the insurance required by this Section, Landlord may, but is not obligated to, obtain such insurance, and Tenant shall pay to Landlord upon demand as additional Rent the premium cost thereof plus interest from the date of payment by Landlord until repaid by Tenant.

B. All policies of insurance which Tenant is required to carry shall be issued in the forms required herein by good and solvent insurance companies licensed to do business in the State of Texas with a Best’s Rating of AAA or higher and a Financial Size Category of VIII or higher. Each such policy shall be issued in the name of Tenant, but Landlord shall be named as an additional insured party on all such policies described herein, under a Form CG 2026 1185 (or equivalent), to the extent of Landlord’s interest. Such policies shall be for the mutual and joint benefit and protection of Tenant and Landlord and any such other party in interest. Executed copies of each policy of insurance shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be so delivered within thirty (30) days before the expiration of each existing policy. If any insurance policy required hereunder shall expire or terminate, a renewal or additional policy shall be procured and maintained by Tenant in like manner and to like extent. All such policies shall contain a provision that the company writing said policy will give to Landlord and other additional insured parties at least fifteen (15) days notice in writing in advance of any cancellation or lapse. Tenant’s policies shall be written as primary policies which do not contribute to and are not in excess of coverage which Landlord may carry.

Tenant’s personal property is not covered by any hazard insurance that may be carried by Landlord. Such insurance must be obtained by Tenant and such insurance policy shall provide that such coverage shall not be changed or terminated without thirty (30) days notice to Landlord in
writing, prior to such changes or termination in coverage. Tenant hereby waives any cause of action Tenant might have against Landlord on account of any loss or damage that would be covered by Tenant's required insurance for its personal property (regardless of whether actually obtained) or otherwise is insured against under any property insurance policy that covers the Premises, Landlord's or Tenant's fixtures, personal property, leasehold improvements or business and which names Tenant as a party insured. Tenant further agrees to obtain from its insurance carrier endorsements to all applicable policies which waive the carrier's rights of recovery under subrogation or otherwise against Landlord.

B. Landlord and Landlord's employees and agent shall not be liable to Tenant or Tenant's employees, patrons, visitors, invitees, or any other persons for any injury or death to any such persons or for any damage to property caused by an act, omission, or neglect of Tenant or Tenant's agents or of any other person(s) on the premises of which the leased Premises is a part. Tenant agrees to indemnify and hold Landlord, its officers, directors, employees, attorneys and agents harmless from any and all claims for such injury, death and damage, whether the injury occurs on or off the leased Premises as well as for court costs and reasonable attorney's fees incurred.

ARTICLE VI. EVENTS OF DEFAULT

A. The following events shall be deemed to be events of default by Tenant under this Lease:

1) Tenant shall fail to pay when due any sums payable by Tenant hereunder.

2) Tenant shall fail to comply with or observe any other provision of this Lease within fifteen (15) days after written notice by Landlord to Tenant specifying wherein Tenant has failed to comply with or observe such provision; provided, however, that if the nature of Tenant's obligation is such that more than fifteen (15) days are required for its performance, then Tenant shall not be deemed to be in default if Tenant shall commence such performance within such fifteen-day period and thereafter diligently prosecute same to completion.

3) Tenant shall make an assignment for the benefit of creditors.

4) Any petition shall be filed by or against Tenant under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed thereunder; or Tenant shall admit that it cannot meet its financial obligations as they become due.

5) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

6) The business operated by Tenant shall be closed for failure to pay sales tax required by the State of Texas, or for any other reason.
If Landlord is required to notify Tenant of any default under the provisions of this Lease, such obligation shall terminate following the second notice of default delivered to Tenant within any twelve (12) month period during the Lease Term.

B. Landlord shall not be in default in the performance of any obligation required to be performed by Landlord hereunder unless and until Landlord fails to perform such obligation within thirty (30) days after written notice from Tenant to Landlord specifying in detail Landlord’s failure; provided, however, that if the nature of Landlord’s obligation is such that more than thirty (30) days are appropriate for performance, then Landlord shall not be deemed to be in default if Landlord begins performing within said thirty-day period and diligently continues performance through completion. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. To the extent permitted by applicable law, Tenant hereby waives the provisions of Section 91.004(b) of the Texas Property Code (or any successor thereto), and any other laws which may grant to Tenant a lien upon any of Landlord’s property or upon any Rent due to Landlord. The obligations of the landlord hereunder will be binding upon the owner of the Premises only during the period of such ownership and not before or after such time. Upon the transfer by an owner of its interest in the Premises, such owner shall thereupon be released and discharged from all covenants and obligations of the landlord thereafter accruing, (but such covenants and obligations shall be binding during the Lease Term upon each new owner for the duration of such owner’s ownership).

ARTICLE VII. REMEDIES

A. Upon the occurrence of any event of default by Tenant, Landlord shall have the option to pursue any and all remedies which Landlord then may have hereunder or at law or in equity, including, without limitation, any one or more of the following, in each case, without any notice or demand whatsoever.

(1) Terminate this Lease by notice in writing to Tenant in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Premises. To the extent permitted by Texas law, Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise, including all reasonable attorneys’ fees incurred by Landlord relating to the default and termination of this Lease plus interest on all sums due Landlord by Tenant at the Past Due Rate.

(2) Enter upon and take possession of the Premises, and relet all or any part of the Premises on such reasonable terms as Landlord may elect (including, without limitation, such concessions and free rent as Landlord deems necessary or desirable) and receive the rent therefor, and Tenant agrees (i) to pay to Landlord on demand any deficiency that may arise by reason of such reletting for the remainder of the Lease Term, and (ii) that Tenant shall not be entitled to any rent or other payments received by Landlord in connection with
such reletting even if such rent or other payments exceed the amounts that otherwise would be payable to Landlord under this Lease. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in repossessing and reletting the Premises, including, without limitation, brokers' commissions, reasonable attorney's fees incurred in connection with the reletting and in connection with Tenant's default hereunder, expenses of repairing, altering and remodeling the Premises required by the reletting, and like costs.

(3) Make such payments or enter upon the Premises and perform whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease (including reasonable attorney's fees), and Tenant further agrees that Landlord shall not be liable for, and expressly releases Landlord from, any damages resulting from such actions, expressly including damages arising from Landlord's negligent acts or omissions.

B. Landlord may alter and/or change all locks or other security devices at the Premises in connection with any entry upon the Premises by Landlord as permitted in this Article. Landlord may lock out, expel or remove Tenant and any other person who may be occupying the Premises or any part thereof without being liable for prosecution or any claim for damages therefor, expressly including damages arising from Landlord's negligent acts or omissions upon the Premises. If Landlord alters or changes any lock or other security device, Landlord shall place a written notice on the main entrance of the Premises stating the name and location or telephone number of the person from whom the new key, combination or means of access may be obtained. The new key, combination or means of access shall be provided only during Landlord's regular business hours and Landlord shall not be required to provide to Tenant such new key, combination or means of access unless and until Tenant has cured all defaults hereunder. The provisions of this Section 17.2 supersede all provisions of '93.002 of the Texas Property Code (or any successor thereto). No re-entry or taking possession of the Premises by Landlord shall be construed as an election by Landlord to terminate this Lease unless a written notice of such intention be given to Tenant. Notwithstanding any such reletting or re-entry or taking possession, Landlord may at any time thereafter terminate this Lease for a previous default.

C. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Landlord's acceptance of rent following an event of default hereunder shall not be construed as Landlord's waiver of such event of default. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or default. No payment by Tenant or receipt by Landlord of any amount less than the amounts due by Tenant hereunder shall be deemed to be other than on account of the amounts due by Tenant hereunder, nor shall any endorsement or statement on any check or document accompanying any payment be deemed an accord and satisfaction.
D. If Landlord terminates Tenant's right of possession of the Premises without terminating this Lease, Landlord shall make reasonable efforts to relet all or any part of the Premises on such terms as Landlord shall deem reasonable (including, without limitation, such concessions, leasehold improvements, and free rent as Landlord deems necessary or desirable) by, within sixty (60) days after such termination of possession of the Premises, (i) placing a "For Lease" sign at the Premises, (ii) entering into a listing agreement with a real estate agent for the lease of the Premises, and (iii) showing the Premises to prospective tenants who request to see the Premises. Tenant expressly agrees that if Landlord takes the measures set forth in this Section, Landlord shall be deemed to have taken objectively reasonable measures to relet the Premises.

E. If Landlord takes possession of the Premises as permitted herein, then Landlord may keep in place and use all of the furniture, fixtures and equipment at the Premises, including that which is owned by or leased to Tenant at all times prior to any foreclosure thereon by Landlord or repossessory of a lessor thereof or third party having a lien thereon. Landlord also may remove from the Premises (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) all or any portion of such furniture, fixtures, equipment and other property located thereon and place same in storage at any premises within Williamson County, Texas; and in such event, Tenant shall be liable to Landlord for costs incurred by Landlord in connection with such removal and storage and shall indemnify and hold Landlord harmless from all loss, damage, cost, expense and liability in connection with such removal and storage. Landlord shall also have the right to relinquish possession of all or any portion of such furniture, fixtures, equipment and other property to anyone ("Claimant") claiming to be entitled to possession thereof who presents to Landlord a copy of any instrument represented to Landlord by Claimant to have been executed by Tenant (or any predecessor of Tenant) granting Claimant the right under various circumstances to take possession of such furniture, fixtures, equipment or other property, without the necessity on the part of Landlord to inquire into the authenticity of said instrument's copy of Tenant's or Tenant's predecessor's signature thereon and without the necessity of Landlord's making any nature of investigation or inquiry as to the validity of the factual or legal basis upon which Claimant purports to act. Tenant agrees to indemnify and hold Landlord harmless from all cost, expense, loss, damage and liability incident to Landlord's relinquishment of possession of all or any portion of such furniture, fixtures, equipment or other property to Claimant, expressly including costs, expenses, loss, damage or liability arising out of Landlord's negligent acts or omissions. The rights of Landlord herein stated shall be in addition to any and all other rights which Landlord has or may hereafter have at law or in equity; and Tenant stipulates and agrees that the rights herein granted Landlord are commercially reasonable.

ARTICLE VIII. TEXAS LAW TO APPLY/VENUE

A. This agreement shall be construed under and in accordance with the laws of the State of Texas.

B. In the event of a breach of this Agreement any and all suits, claims, causes of action shall be instituted and maintained in Williamson County, Texas.
ARTICLE IX. ATTORNEY’S FEES

If a non-default party is required to take legal action to renegotiate a default by the other party, and the non-defaulting party prevails in court, that party shall be entitled to recover court costs, and reasonable attorney’s fees from the defaulting party.

ARTICLE X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties to this Lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease. It is expressly agreed by Tenant, as a material consideration for the execution of this Lease, that this Lease, with the specific references to written extrinsic documents, is the entire agreement of the parties; that there are, and were, no verbal representations, warranties, understandings, stipulations, agreements or promises pertaining to this Lease or the expressly mentioned extrinsic documents not incorporated in writing this Lease.

ARTICLE XI. TERMINATION

A. Either party may terminate this Lease upon sixty (60) days prior written notice providing, however, that the obligations as described herein are met by each party to date and during the sixty (60) day notice period.

B. In the event of a breach(s) of this Agreement and upon written notice thereof, the defaulting party shall cure such breach within the time specified in the notice. Absent emergency circumstance, the time shall not be less than fifteen (15) days, unless otherwise specified in this Agreement. A failure to cure said breach within the time specified shall result in immediate termination.

ARTICLE XII. MISCELLANEOUS

A. Assignment/Subletting

Tenant may not assign this Lease or sublet the Premises or any part thereof without the prior written consent of the Landlord. An assignment of subletting without consent shall be grounds for immediate termination.

B. Right to Enter Premises

Tenant shall permit Landlord and Landlord’s agents to enter at all reasonable times to view the state and condition of the Premises or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof, or for any other reasonable purposes. Tenant shall also permit Landlord or Landlord’s agents, on or after sixty (60) days next preceding the expiration of the term of this Lease to show the Premises to prospective tenants at reasonable times, and to place notices on the front of said Premises, or any part thereof, offering the Premises for lease or sale.
C. Notice
Notice, as required by this Agreement, shall be in writing to the following:

**LANDLORD**
Paul Brandenburg, City Manager
City of Georgetown
P.O. Box 409
Georgetown, TX 78627-0409

**TENANT**
Diana Phillips, Executive Director
Williamson-Burnet County Opportunities
604 High Tech Drive
Georgetown, TX 78627-0740

D. Waiver of Breach
The waiver by Landlord of any breach of any provision of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this lease.

E. Binding Effect
Subject to the provisions of this Lease pertaining to assignment of the Tenant’s interest, all provisions of this Lease shall extend to and bind, or inure to the benefit of, not only the parties to this Lease but to each and every one of the heirs, executors, representatives, successors, and assigns of Landlord or Tenant.

F. Rights and Remedies Cumulative
The rights and remedies of this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

G. Legal Construction
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Tenant shall not bring or permit to remain on the Premises any asbestos, petroleum or petroleum products, explosives, toxic materials, or substances defined as hazardous wastes, hazardous materials, or hazardous substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with the Permitted Use and stored in the usual manner and quantities. Tenant's violation of the foregoing prohibition shall constitute a material breach and default hereunder and Tenant shall indemnify, hold harmless and defend Landlord from and against any claims, damages, penalties, liabilities, and costs (including reasonable attorneys' fees and court costs) caused by or arising out of a violation of the foregoing prohibition. Tenant shall clean up, remove, remediate and repair, in conformance with the requirements of applicable law, any soil or ground water contamination and damage caused by Tenant's violation of this provision in, on, under, or about the Premises during the Lease Term. Tenant shall immediately give Landlord written notice of any suspected breach of
this Section, upon learning of the presence or any release of any Hazardous Materials and upon receiving any notices from governmental agencies pertaining to Hazardous Materials which may affect the Premises. The obligations of Tenant hereunder shall survive the expiration or earlier termination, for any reason, of this lease. Landlord shall have the right to enter upon the Premises from time to time to inspect same and to conduct thereon any environmental audit or assessment or perform any testing to confirm Tenant’s compliance with the provisions of this Section, and in the event any such audit, assessment or test reflects that Tenant is in violation of this Section, in addition to Tenant’s other obligations contained herein, Tenant shall reimburse Landlord for the cost of such audit, assessment or test.

I. Amendment

This Lease may not be altered, waived, amended or extended except by an instrument in writing signed by Landlord and Tenant.

DATED THIS _______ DAY OF ___________________, 2015.

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.

[Signature]
Diana Phillips
Executive Director

ATTEST: [Signature]
Secretary

THE CITY OF GEORGETOWN

[Signature]
Dale Ross, Mayor

ATTEST: [Signature]  APPROVED AS TO FORM: [Signature]
Jessica Brettle, City Secretary  Bridget Chapman, City Attorney

WBCO/Madella Hilliard Neighborhood Center
2015/16 LEASE AGREEMENT
Page 12 of 13
STATE OF TEXAS
COUNTY OF WILLIAMSON

CORPORATE ACKNOWLEDGEMENT

This instrument was acknowledged before me on this the 21st day of October, 2015, by Diana Phillips, a person known to me, in her capacity as Executive Director of Williamson-Burnet County Opportunities, Inc.

[Signature]
Notary Public, in and for the State of Texas
SUBJECT:
Consideration and possible action to approve the first of five (5) possible one-year renewals of Blanket Term Contract SCON-2000195/3900B026 with V-Quest Office Machines & Supplies, to provide office supplies and services through the National Cooperative Purchasing Alliance (NCPA) Contract #11-18 in an amount not to exceed $95,000.00, and to ratify $10,821.71 of previous expenditures for similar purchases from V-Quest Office Machines & Supplies. This renewal will be effective June 1, 2020 through May 31, 2021 -- Leah Neal, Purchasing Manager

ITEM SUMMARY:
Appropriation and continuance of this contract with American Office Products Distributors, Inc. (AOPD) through their distributor, V-Quest under the National Cooperative Purchasing Alliance (NCPA) will allow the City of Georgetown to take advantage of continuous supply of office supplies and related services. Items are to be ordered on an as needed basis by departments City-wide.

V-Quest is a local vendor, authorized under the NCPA contract to provided office supplies and services. These items are ordered through City departments through the NCPA Contract #11-18, a three-year contract term of 05/01/17 through 05/31/20, with five possible one-year renewals.

This was approved by City Council on 08/13/19, Agenda Item I.

FINANCIAL IMPACT:
FY21 NTE $95,000 to be paid by various departments

To ratify $10,821.71 of previous expenditures

SUBMITTED BY:
RLD for Leah Neal, Purchasing Manager

ATTACHMENTS:

NCPA Authorization - V-Quest OM Supplies
AOPD Revenwal Letter 1
V-Quest R1 Contract
August 19, 2020

RE: AOPD Dealer/Distributor
   V-Quest Office Machines & Supplies

To Whom It May Concern:

American Office Products Distributors, Inc., (AOPD) is a contracted supplier with the National Cooperative Purchasing Alliance, under contract number NCPA 11-18. As such, AOPD verifies that V-Quest Office Machines & Supplies, headquartered in Georgetown, TX is a member in good standing, and a fully authorized dealer/distributor, participating in the NCPA contract program marketing to public sector customers.

V-Quest Office Machines & Supplies, as an NCPA approved and qualified dealer in the AOPD NCPA public sector contract program, may sell office products and furniture, provide services and responses to requests for price quotes, and process orders and invoices under the conventions of this contract.

If you need additional information please contact me at the above address, by telephone or by email.

Thank you,

Angela Sumner Price
Director of National Operations & Marketing
(630) 761-0600 ext. 106
angela@aopd.com
Monday, February 3rd, 2020

American Office Products Distributors, Inc. (AOPD)
ATTN: D. Mark Leazer
1652 E. Main Street, Suite 200
St. Charles, IL 60174

Re: Annual Renewal of NCPA contract #11-18

Dear Mark:

Region XIV Education Service Center is happy to announce that American Office Products Distributors, Inc. (AOPD) has been awarded a three-year term contract renewal for Office Supplies and Services based on the proposal submitted to Region XIV ESC.

The contract will expire on May 31st, 2023, completing the sixth year of a possible eight-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Shane Fields
Region XIV, Executive Director
**Contract No. 2000195 / 3C**

**PROJECT NO.**

**BID NO.**

**RFP NO.**

- [ ] New Contract
- [ ] Renewal
- [ ] Change Order
- [ ] Amendment
- [ ] Assignment
- [ ] Other

**NAME OF CONTRACTOR:** V-Quest Office Machines and Supplies

**CONTRACT DESCRIPTION:** Office Supplies and Services

**CONTRACT VALUE:** $95,000

**GL ACCOUNT NO.:** To be funded by individual departments

**GRANT FUNDED:** [ ] NO  [ ] YES If YES, Grant No.

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### SIGNATURES RECOMMENDING APPROVAL

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### FINAL PROCESSING

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**For Purchasing Use Only**
- Insurance Certificates: On File
- Performance Bond: X
- Payment Bond: X
- Form 1295: 09/10/20

**For City Secretary Use Only**
- Originals sent to CSO:
- Scanned into Laserfiche/Global:
- Council Date: 09/22/2020
- Item No.:
CONTRÖCT RENEWAL

Tara Brown
V-Quest Office Machines & Supplies (Dealer/Distributor)
4159 E. Hwy 29, Suite A
Georgetown, TX 78626
Tara.Brown@v-questtx.com
512-763-8800

RE: NCPA Contract #11-18
Office Supplies and Services

American Office Products Distributors, Inc. ("AOPD"), a contracted supplier with the National Cooperative Purchasing Alliance ("NCPA") under Contract NCPA 11-01, was awarded a contract for Office Supplies and Services submitted to Region XIV Education Service Center, RFP #03-17. V-Quest Office Machines and Supplies ("V-Quest"), is a NCPA approved and qualified dealer/distributor in the AOPD.

The Contract was originally awarded to V-Quest on September 25, 2018 under NCPA Cooperative Contract #11-18. The Contract incorporated the City’s Purchase Order Terms and Conditions, including an initial three-year (3) year term beginning on May 1, 2017 and ending on May 31, 2020 with the option to renew for five (5) one-year terms. The City has determined that your company has performed in accordance with the requirements of the Contract.

Therefore, the City desires to exercise its first (1st) option to renew the Contract effective from June 1, 2020 through May 31, 2021. This First Renewal term shall be governed by the specifications, the pricing, and the terms and conditions set forth in the above-referenced Contract. The not to exceed amount shall be $95,000.00.

Acknowledge your acceptance of this First Renewal by signing this document in the space provided below and returning to the City with ten (10) days.

cc: American Office Product Distributors, Inc. (Supplier)
D. Mark Leazer
1652 E. Main Street, Suite 200
St. Charles, IL 60174
Mark@aopd.com
980-262-3634
Sincerely,

CITY OF GEORGETOWN

Authorized Signature

Printed Name

Title

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

James Kachelmeyer, Assistant City Attorney

I/We hereby acknowledge acceptance of this Contract renewal, and agree to be bound by all requirements, terms, and conditions as set forth in the above referenced Contract.

V-QUEST OFFICE MACHINES & SUPPLIES

Tara Brown

Authorized Signature

Tara Brown

Printed Name

President

Title

Date: September 1, 2020

(00011184 / vr / PURCHASING / RENEWALS / 8/28/2020)
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Program Insurance Group / 4D Ins
3609 Williams Dr
Suite 101
Georgetown
TX 78628-

CONTACT
NAME: Amy Young
PHONE: (512) 930-3239
FAX: (512) 869-2418
EMAIL: amy@pigbcs.com

INSURER(S) AFFORDING COVERAGE
The Hanover American Insurance Company 36064
The Hanover Lloyd's Insurance Company 41602

COVERAGES
CERTIFICATE NUMBER: 19/20
REVISION NUMBER:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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

CERTIFICATE HOLDER
City of Georgetown
300 Industrial Avenue, Ste 1
Georgetown
TX 78626-

CANCELLATION
AI 038134

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
SUBJECT: Consideration and possible action to approve the contract renewal for irrigation system services for City owned facilities with American Irrigation of Georgetown, Texas for a period of one year with an estimated amount of $75,000.00 with the option to renew for two additional one year periods -- Eric Johnson, Facilities Director

ITEM SUMMARY: Staff is recommending approval of the contract renewal for irrigation system services contract with American Irrigation. This includes inspections, maintenance repairs, and minor installations at City owned facilities.

A formal solicitation was issued and posted on July 30, 2017 for irrigation maintenance services. There were 23 HUB vendors and 22 Georgetown vendors from the City’s bid system invited. Three bids were received. The bids were reviewed for compliance with the specifications. It was determined that the low bidder was compliant, and provided the best value for the City. The low bidder has performed the irrigation system services for the last five years for the City and staff is extremely satisfied with their performance.

The initial term was effective from Council approval on October 10, 2017. This renewal is the third year of a five year contract term.

FINANCIAL IMPACT: Funds for these services are budgeted annually in the Facility Maintenance Internal Service Fund.

SUBMITTED BY: Eric Johnson, Facilities Director

ATTACHMENTS:

Contract Renewal American Irrigation
Exhibit A - Irrigation Site Checklist
Exhibit A - Irrigation Backflow List
Exhibit B - Renewal Breakdown
Renewal No. 3 and Amendment No. 1  
to the Agreement between  
American Irrigation Repair, LLC.  
and the  
City of Georgetown, Texas

This Third Renewal and First Amendment Agreement ("Third Renewal") ("First Amendment") is entered into by and between the CITY OF GEORGETOWN, a Texas Home-Rule Municipal Corporation (the "City"), and AMERICAN IRRIGATION REPAIR, LLC. (collectively, the "Parties"). The Parties hereby agree as follows:

WHEREAS, the Parties entered into an Agreement on December 7, 2017 for Irrigation System Services, Contract No. 17-0089-SC, (the “Original Agreement”); and,

WHEREAS, the Original Agreement provided an initial term of one (1) year and provided for four (4) additional one (1) year renewal terms; and,

WHEREAS, the Parties renewed the agreement for a first renewal term on December 11, 2018, and a second renewal term on December 8, 2019; and,

WHEREAS, the Parties hereby agree to renew the Original Agreement for a third renewal term in accordance with the terms of the Original Agreement as well as any terms provided herein; and,

WHEREAS, the City has determined the need to amend the Original Agreement for a first amendment to include three (3) additional locations; and,

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

1. The Parties agree to renew the Original Agreement for a third one-year term which will begin immediately upon the expiration of the second renewal term and will end on December 6, 2021, this being the third renewal term.

2. The Parties agree to amend the Original Agreement for a first amendment to include three additional locations for service as shown in Exhibit A, attached hereto.

3. During the Third Renewal term, the prices shown in Exhibit B, attached hereto, shall apply to Irrigation System Services.

4. During the Third Renewal term, the not to exceed amount shall be $75,000.00.

5. All other terms of the Original Agreement not inconsistent with this Third Renewal and First Amendment shall apply. Except as expressly modified by this Third Renewal and First Amendment, the Original Agreement remains unchanged and in full force and effect, subject to its terms.

6. This Third Renewal and First Amendment is effective on the date executed by the City.

[Signature page to follow]
AMERICAN IRRIGATION REPAIR, LLC.

By: ____________________________  By: ____________________________
Printed Name: __________________  Printed Name: __________________
Title: __________________________  Title: _________________________
Date: __________________________  Date: _________________________

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

James Kachelmeyer, Assistant City Attorney
<table>
<thead>
<tr>
<th>Site Name</th>
<th>Physical Address</th>
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### Irrigation System Services

**Bid No. 201737**  
**Contract No. 17-0089-SC**  
**Renewal 3 Term: 12/07/2020-12/06/2021**  

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**Additional Information to be utilized under the Agreement for these services. Bidders shall provide pricing for the below items.**  
**Estimated Annual Expenditure for all line items is $75,000.00**

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## EXHIBIT A
### Irrigation Backflow List

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<td>UOM</td>
<td>Unit Price</td>
<td>Extended Annual Price</td>
<td>2.8% COL Adjustment</td>
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<td><strong>$ 52,688.52</strong></td>
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Additional Information to be utilized under the Agreement for these services. Bidders shall provide pricing for the below items. Estimated Annual Expenditure for all line items is $75,000.00

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<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Quantity</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Percent markup on parts</th>
<th>Emergency Repair Response Time (Maximum -- 4 Hours). (Indicate in column to right the offered # of hours for responding to emergency repair services under the contract.)</th>
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<td>3</td>
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<td>56.03</td>
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<td>6</td>
<td>Percent markup on parts</td>
<td>As Needed</td>
<td>Percent (%)</td>
<td>25%</td>
<td>25%</td>
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<td>7</td>
<td>Emergency Repair Response Time</td>
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SUBJECT:
Consideration and possible action to approve the renewal of an annual Blanket Agreement with Predictable Business Strategies, LLC d/b/a PBS of Texas to provide janitorial services pursuant to a piggyback clause in City of Round Rock Contract No. R-2018-5767 in an amount of $794,160.00 -- Eric Johnson, Facilities Director

ITEM SUMMARY:
Staff is requesting approval to renew the janitorial and floor cleaning services contract with PBS of Texas, LLC. PBS has been the janitorial and floor cleaning services provider for the City for the past six years with great success. The City strives to properly maintain assets including furniture and fixtures, resulting in extended useful life. PBS has assisted the City in this effort by effectively maintaining facility assets.

The City of Round Rock conducted a competitive best value bid in June 2018 in which PBS was selected from eight bidders. The contract was approved by Round Rock’s City Council on August 23, 2018 for a term of 60 months. Staff recommends award of the City of Georgetown’s janitorial and floor cleaning services to Predictable Business Strategies, LLC d/b/a PBS of Texas through an interlocal agreement with the City of Round Rock.

FINANCIAL IMPACT:
Estimated total for services is $794,160.00 annually which is available in the 2021 Facilities Internal Service Fund.

SUBMITTED BY:
Eric Johnson, Facilities Director

ATTACHMENTS:

PBS Janitorial Renewal Agreement Contract Renewal
Janitorial Pricing
Renewal No. 2 and Amendment No. 2
to the Agreement between
PBS of Texas
and the
City of Georgetown, Texas

This Second Renewal and Second Amendment Agreement (‘‘Second Renewal’’) is made and
entered into by and between CITY OF GEORGETOWN, a Texas Home-Rule Municipal
Corporation (‘‘City’’), and PREDICTABLE BUSINESS STRATEGIES, LLC dba PBS OF
TEXAS, a Texas limited liability company (the ‘‘Vendor’’), (collectively, the ‘‘Parties’’). The Parties
hereby agree as follows:

WHEREAS, pursuant to Chapter 791 of the Government Code, the Parties entered into a Piggyback
Contract on October 1, 2018 for janitorial services (the ‘‘Original Agreement’’), by which Vendor
agreed to perform for City the services set forth in City of Round Rock Contract Resolution No.
R-2018-5767;

WHEREAS, the Original Agreement provided an initial term of one (1) year and provided
for four (4) additional one (1) year renewal terms; and

WHEREAS, the Parties agreed to renew and amend the Original Agreement on November
5, 2019 for a First Amendment and First Renewal; and,

WHEREAS, the Parties hereby agree to renew the Original Agreement for a second
renewal term and establish the prices for janitorial services during the second renewal term;

NOW THEREFORE, in consideration for the mutual benefits to be derived by the Parties
from this Amendment and other good and valuable consideration, the Parties agree as follows:

1. Section 5.D. of the Original Agreement is deleted in its entirety and replaced with the following:
   Section 5.01 (B), Costs, shall be amended as follows: ‘‘The City may not expend in excess of $794,160.00 per year for Vendor’s services.’’

2. The Parties agree to renew the Original Agreement for a second renewal term which will begin
   immediately upon the expiration of the first renewal term and end on September 30, 2021.

3. During the Second Renewal term, the prices shown in Exhibit A attached to this Second Renewal
   and Second Amendment shall apply.

4. During the Second Renewal term, the not to exceed amount shall be $794,160.00.

5. All other terms of the Original Agreement not inconsistent with this second renewal and second
   amendment shall apply. Except as expressly modified by this Second Renewal and Second
   Amendment, the Original Agreement remains unchanged and in full force and effect, subject to its
terms.

6. This Second Renewal is effective on the date executed by City.

[Signature page to follow]
PREDICTABLE BUSINESS STRATEGIES, LLC
d/b/a PBS OF TEXAS

By: __________________________
Printed Name: __________________
Title: __________________________
Date: __________________________

CITY OF GEORGETOWN

By: __________________________
Printed Name: __________________
Title: __________________________
Date: __________________________

ATTEST:

__________________________________
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

__________________________________
James Kachelmeyer, Assistant City Attorney
### CITY OF GEORGETOWN

#### 2020-2021 Pricing

**Night Cleaning**

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<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
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**Day Porter**

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<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
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**Floor Crew**

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<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
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**Seasonal Porter**

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**Other (estimated monthly rentals - Garey/Community)**

<table>
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<th>Month</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
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**Monthly Cost**

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<td>68,430</td>
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**Day Staff/Floor Crew Breakout**

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<tr>
<th>Recreation Center Day Porter</th>
<th>Library Day Porter</th>
<th>Public Safety Day Porter</th>
<th>Floor Crew</th>
<th>Other</th>
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**Total**

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<th>Jan</th>
<th>Feb</th>
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<th>May</th>
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**Total Custodial Expense**

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<th>Jan</th>
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<td>68,430</td>
<td>68,430</td>
<td>68,430</td>
<td>794,160</td>
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**MONTHLY COSTS BY FACILITY**

**City Facilities**

<table>
<thead>
<tr>
<th>Recreation Center</th>
<th>Library</th>
<th>CVB</th>
<th>Eco Development - LWV</th>
<th>LWV Annex</th>
<th>Airport Terminal</th>
<th>Airport Tower</th>
<th>Fire Station #5</th>
<th>Parks Admin</th>
<th>Tennis Center</th>
<th>Community Center (avg)</th>
<th>GMC</th>
<th>VSC Office</th>
<th>FM Shop</th>
<th>FM Office</th>
<th>Floor/Detail Crew</th>
<th>Westside Service Center</th>
<th>Animal Shelter</th>
<th>Garey Park Guard Shack</th>
<th>Garey Park Weekly Clean</th>
<th>Garey Park Hall Event</th>
<th>Garey Park Regular Event</th>
<th>City Hall</th>
<th>Court/Council</th>
<th>Public Safety</th>
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<td>250.00</td>
<td>350.00</td>
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<table>
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<tr>
<th>Oct</th>
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<th>Dec</th>
<th>Jan</th>
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<td>65,430</td>
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<td>65,430</td>
<td>785,160</td>
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</tbody>
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**Seasonal/Floor Crew Expenses**

<table>
<thead>
<tr>
<th>Rec Center - Pool Porter</th>
<th>Wood Floors Rec Center</th>
<th>Total Recurring Expenses</th>
</tr>
</thead>
<tbody>
<tr>
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<td>-</td>
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</table>

<table>
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<th>Oct</th>
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**Total Custodial Expenses**

<table>
<thead>
<tr>
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<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
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<td>794,160</td>
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</tbody>
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Exhibit A

2020-2021 Pricing

CITY OF GEORGETOWN
CUSTODIAL SERVICES

Oct

Night Cleaning
Day Porters
Floor Crew
Seasonal Porters
Other (estimated monthly rentals - Garey/Community)
Monthly Cost
Day Staff/Floor Crew Breakout
Recreation Center Day Porters
Library Day Porter
Public Safety Day Porters
Floor Crew
Other

Total Custodial Expense

Nov

Dec

Jan

Feb

Mar

Apr

May

Jun

Jul

Aug

Sep

Total

40,230
11,900
7,000
3,000
6,300
68,430

40,230
11,900
7,000
3,000
6,300
68,430

40,230
11,900
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1,872
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65,430

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11,640

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68,430

68,430

68,430

65,430

794,160

6,300
65,430

482,760
142,800
84,000
9,000
75,600
794,160

MONTHLY COSTS BY FACILITY
City Facilities
Recreation Center
Library
CVB
Eco Development - LWW
LWW Annex
Airport Terminal
Airport Tower
Fire Station #5
Parks Admin
Tennis Center
Connunity Center (avg)
GMC
VSC Office
FM Shop
FM Office
Floor/Detail Crew
Westside Service Center
Animal Shelter
Garey Park Guard Shack
Garey Park Weekly Clean
Garey Park Hall Event
Garey Park Regular Event
City Hall
Court/Council
Public Safety
Total Monthly Expenses
Seasonal/Floor Crew Expenses
Rec Center- Pool Porter
Wood Floors Rec Center
Other
Total Recurring Expenses

Total Custodial Expenses

0.136
0.120
0.164
0.100

65,000
49,000
6,100
9,700

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0.106
0.107
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0.106
0.250

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5,250
4,600
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2,400
500

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330.000

24,000
3,100

250.000
350.000
0.095
0.100

19,708
25,580

Page 244 of 643

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3,180
6,720
7,500
28,800
52,800
1,500
3,060
1,500

4,200

30,696
149,880
785,160


SUBJECT:
Consideration and possible action to approve the contract renewal for landscaping services for City owned facilities with Stillwater Site Services for a period of one year with an estimated amount of $228,515.50 -- Eric Johnson, Facilities Director

ITEM SUMMARY:
Staff is recommending approval of the contract renewal for landscaping services contract with Stillwater Site Services. Landscaping services provided are mowing, edge trimming, bed maintenance, and fertilizing, mulching, and insect treatment.

The landscaping services contract was awarded through a competitive bid process with prior Council action approval on April 25, 2017. The initial contract terms included three one year renewals. This will be the third approval remaining under the current contract.

FINANCIAL IMPACT:
Funds for landscaping services are budgeted annually in the Facility Maintenance Internal Service Fund.

SUBMITTED BY:
Eric Johnson, Facilities Director

ATTACHMENTS:
Contract Renewal Stillwater
Stillwater Prices
Renewal No. 3 and Amendment No. 1

to the Agreement between
Stillwater Site Services
and the
City of Georgetown, Texas

This Third and Final Renewal and First Amendment Agreement (“Third Renewal”) is entered into by and between THE CITY OF GEORGETOWN, TEXAS, a Texas Home-Rule Municipal Corporation (the “City”) and STILLWATER SITE SERVICES (the “Contractor”), (collectively, the “Parties”). The Parties hereby agree as follows:

WHEREAS, the Parties entered into an Agreement on May 1, 2017 for landscaping, grounds maintenance and right-of-way mowing services for City facilities and the collection/transfer station, Contract No. 17-051-SC (the “Original Agreement”); and,

WHEREAS, the Original Agreement provided an initial term and three (3) one-year renewal terms; and,

WHEREAS, the Parties renewed the Original Agreement on September 25, 2018 for the first renewal term and on October 22, 2019 for a second renewal term; and,

WHEREAS, the Parties desire to amend the Original Agreement to include additional service site locations; and,

WHEREAS, the Parties desire to renew the Original Agreement for a third and final renewal term and establish the prices during the third renewal term;

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

1. The Parties agree to amend the Original Agreement to include additional service site locations as shown in Exhibit A attached hereto.

2. The Parties agree to renew the Original Agreement for a third renewal term, which will begin immediately upon the expiration of the second renewal term and will end on September 30, 2021.

3. During the third renewal term, the prices shown in Exhibit A attached to this Third Renewal shall apply.

4. During the Third Renewal, the not to exceed amount shall be two hundred twenty-eight thousand five hundred-fifteen dollars and fifty cents ($228,515.50).

5. All other terms of the Original Agreement not inconsistent with this Third Renewal shall apply. Except as expressly modified by this Third Renewal, the Original Agreement remains unchanged and in full force and effect, subject to its terms.

6. This Third Renewal is effective on the date executed by the City.

[Signature page to follow]
STILLWATER SITE SERVICES

By: ____________________________

Printed Name: __________________

Title: __________________________

Date: __________________________

CITY OF GEORGETOWN

By: ____________________________

Printed Name: __________________

Title: __________________________

Date: __________________________

ATTEST:

_______________________________

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_______________________________

James Kachelmeyer, Assistant City Attorney
<table>
<thead>
<tr>
<th>CITY OF GEORGETOWN</th>
<th># OF ANNUAL VISITS</th>
<th>ORIGINAL UNIT COST</th>
<th>ORIGINAL ANNUAL COST</th>
<th>5% INCREASE</th>
<th>RENEWAL 1 UNIT COST</th>
<th>RENEWAL 1 ANNUAL COST</th>
<th>CPI</th>
<th>RENEWAL 2 UNIT COST</th>
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<th>RENEWAL 3 UNIT COST</th>
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<td>$27.34</td>
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## Exhibit A
### Contract No. 17-051-SC: Renewal 3
#### Stillwater Site Services

**Landscaping, Grounds Maintenance and Row Mowing**

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SUBJECT:
Consideration and possible action to approve a contract amendment and extension with WSB and Associates, Inc. to provide on-call professional primary planning services to the City of Georgetown for a total not to exceed $63,000.00 -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:
Proposed Services
Primary planning services by WSB and Associates are utilized for on-call planning support. On-call planning services are utilized in order to meet state mandated deadlines for reviews and are utilized during times of planning staff vacancies and peak application periods.

Summary of Agreement
- On November 20, 2018 the City and WSB and Associates, Inc. entered into an agreement for primary planning services.
- On March 2, 2020 the City and WSB and Associates entered into an amendment to the first agreement to adjust the term and total compensation of the agreement.
- The proposed agreement amendment is requested to adjust the total compensation of the agreement.

FINANCIAL IMPACT:
- The proposed services are budgeted in the Planning Department budget utilizing funds from the General Fund.
- Professional services outlined in this contract shall not to exceed $63,000.00

SUBMITTED BY:
Sofia Nelson, Planning Director

ATTACHMENTS:
Original contract
Amendment #1
proposed contract amendment number 2
Purchasing Exemption Form
CONSULTATION AGREEMENT WITH THE CITY OF GEORGETOWN

This Consultation Agreement (the “Agreement”) is entered into and made effective on the 20 day of November, 2018 by and between WSB & Associates, Inc (“Consultant”) and the City of Georgetown, Texas (“City”).

1. **Scope of Services.** Consultant agrees to provide such services as further described in Exhibit A, which is attached and incorporated herein. Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph four of this Agreement shall be made and approved by the City prior to the Consultant providing such services, or the right to payment for such additional services shall be waived. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Agreement, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

2. **City Terms Prevail.** In the event there is a conflict between a term in Exhibit A and a term in this agreement, the terms of this agreement shall prevail.

3. **Total Compensation.** The total compensation paid by the City to the Consultant, including expenses, under this agreement shall not exceed $20,000. Payment schedule will be made in accordance with Exhibit B, which is attached and incorporated herein.

4. **Term.** The term of this Agreement shall be in effect until the services have been completed by Consultant, but in no event shall the term extend beyond December 31, 2019.

5. **Amendments.** Any changes to the terms of this agreement will not be effective unless in writing and signed by both parties.

6. **Insurance.** Consultant shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are set forth in Exhibit C. Consultants insurance certificate satisfying the City insurance requirements is attached as Exhibit D.

7. **INDEMNITY.** THE CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS’ FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM ITS NEGLIGENCE OR WILLFUL ACT WHETHER SUCH ACT BE BY THE CONSULTANT OR ITS...
DESIGNEE. THE CITY, AS A GOVERNMENTAL ENTITY IN THE STATE OF TEXAS, SHALL NOT INDEMNIFY THE CONSULTANT.

8. Release by Consultant. The Consultant releases, relinquishes and discharges the City, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either party or other third parties) and any loss or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the work it performed under this Agreement. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance.

9. Dispute Resolution. If either the Consultant or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party’s specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

10. Payment Terms. All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Consultant within thirty days after of receipt of a correct invoice for services. The Consultant may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Consultant concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Consultant and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in accordance with Agreement.

11. Termination for Convenience. The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days’ prior written notice. Upon receipt of a notice of termination, the Consultant shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Consultant, to the extent of funds appropriated or otherwise legally

(00010266 / v2 / PLAN / KENNEDY / 11/05/2018)

Consulting Agreement
Contract No. ##-###-CC

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available for such purposes, for all services performed and obligations incurred prior to the
date of termination.

12. **Termination for Cause.** In addition to the termination rights described above, either party
may terminate this Agreement effective upon written notice to the other if the other breaches
any of the terms and conditions of this Agreement and fails to cure that breach within thirty
(30) days after receiving written notice of the breach. In the event of an incurable breach, the
non-breaching party may terminate this Agreement effective immediately upon written notice
to the breaching party.

13. **Notices.** Any notice or communication permitted or required by this Agreement shall be
deemed effective when personally delivered or deposited, postage prepaid, in the first class
mail of the United States properly, or sent via electronic means, addressed to the appropriate
party at the address set forth below:

   **Notice to the Consultant:**
   WSB & Associates, Inc.
   ATTN: Jay Kennedy
   701 Xenia Avenue S, #300
   Minneapolis, MN 55416
   jkennedy@wsbeng.com

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

   **With a copy to:**
   City of Georgetown
   ATTN: City Attorney
   P.O. Box 409
   Georgetown, Texas 78627
   charlie.mcnabb@georgetown.org

14. **Independent Contractor.** The Agreement shall not be construed as creating an
employer/employee relationship, a partnership or joint venture. The Consultant’s services
shall be those of an independent contractor. The Consultant agrees and understands that the
Agreement does not grant any rights or privileges established for employees of the City.
Consultant shall not be within protection or coverage of the City’s Worker Compensation
insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time
to time, may have in force.

(00010265 / v2 / PLAN / KENNEDY / 11/05/2018)

Consulting Agreement
Contract No. #####-CC
15. **Force Majeure.** The City and the Consultant will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Consultant shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

16. **No Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

17. **Nondiscrimination.** The Consultant, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Sub-consultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.

18. **Confidential Information.** Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Confidential Information shall be designated and marked as such at the time of disclosure. Each party agrees to secure and protect the other party’s Confidential Information in a manner consistent with the maintenance of the other party’s confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party’s Confidential Information to satisfy its obligations under this Section. The provisions of this paragraph shall survive the term of the Agreement.

19. **Severability.** This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

20. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue shall be located in Williamson County, Texas.

21. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns. The Consultant shall not subcontract or assign responsibility for performance of any portion of this Agreement without the prior written consent of the City.

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

THE CITY OF GEORGETOWN

[Signature]

Date Signed: **11/20/18**

WSB & Associates, Inc.

[Signature]

James W Kennedy, Vice President

Date Signed: **11/12/18**
Exhibit A

Scope of Services

The Consultant shall provide the following current planning support services on an as needed basis:

Primary Planning Services. The primary planning services shall include:

- Development Application Review Comments shall be completed within the following schedule:
  - Completeness review to be completed within 3 days
  - 1st review of development applications-3 weeks
  - Subsequent reviews- 2 weeks
- Serve as project planner for Development Applications for annexations, zonings, special use permits, site development plans, subdivision plats, master plan amendments, variance requests, administrative expectations, and other various development applications.
- Prepare presentations for City advisory boards, commissions and City Council.
- Confer with and advise applicants, regarding development regulations, policies, processes, ordinances, and master plans relating to planning and land development from time of initial submittal to completion of project.
- Ensure that interested parties, external and internal are informed of the progress of applications, such as changes to the application and scheduled meetings and are provided full opportunity to participate in the public planning process;
- Manage and organize department folders for development review applications during development review as well as closing out files upon withdrawal, approval or denial of application;
- Conduct on-site visits as necessary to be familiar with the context of the property and identify any relevant and existing conditions.
- Review and evaluate development review applications in concert with other city departments and referral agencies, to determine compliance or deficiency with all applicable development regulations, polices, processes, ordinances, and master plans relating to planning and land development.
- Attend technical review committee meetings at the request of the current planning manager.
- Provide in office review support at the request of the current planning manager
- Coordinate comments and recommendations in the review of development review applications.
- Prepare staff reports and compile necessary information for development review applications pending before the Planning and Zoning commission and City Council.
- Draft ordinance revisions.
• Review all approved maps, plans, plats, and agreements to ensure accuracy and completeness prior to recording and signature by the Planning Director;
• Advise on development process improvements

City of Georgetown will provide:

• The City of Georgetown will provide a city email address to conduct city business.
• Office and computer for work on site.
• Meeting space for on-site meetings with staff, pre-application meetings and development application meeting.
• Access to permitting and agenda preparation systems
• Templates for staff reports and presentations
Exhibit B

Payment Terms

Compensation is based on actual hours of work/time devoted to providing the described services. The Consultant will be paid at the rates per service or employee shown below. The City will reimburse the Consultant for actual, non-salary expenses at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 1.03 of this Agreement ($20,000).

Hourly rates shall be as follows:

- Senior Planner $148/hour
- Planning Support $80 - 117/hour

The following expenses shall be reimbursed:

- Large format plotting costs
- Any permit fees or charges typically paid by the City as applicant, should those occur

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

Insurance Requirements

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

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

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

III. General Requirements Applicable to All Policies.

A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
C. "Claims made" policies are not accepted, except for Professional Liability insurance.
D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
   1. The insurance company is licensed and authorized to do business in the State of Texas
   2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
   3. All endorsements and coverages are included according to the requirements of this Agreement
   4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. Commercial General Liability requirements:

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

VI. Business Automobile Liability requirements:

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

VII. Workers’ Compensation Insurance requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subconsultants, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer’s policy (the Consultant’s, or subconsultant’s policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or her own policy and a coverage agreement is used, Consultants and
subconsultants must use that portion of the form whereby the hiring Consultant agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Consultant may not be used.

B. The workers compensation insurance shall include the following terms:

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

VIII. Professional Liability requirements:

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

Certificate of Insurance
# Certificate of Liability Insurance

**Producer:** Hays Companies  
**Contact:** Tara Williamsen or Evan Munan  
**Address:** 80 South 6th Street Suite #700, Minneapolis MN 55402  
**Phone:** (612) 333-3323  
**Fax:** (612) 373-7270  
**Email:** emuman@hayscompanies.com  
**Insured:** WSB & Associates, Inc.  
**Address:** 701 Xenia Ave. S. Suite 300 Minneapolis MN 55416  
**Insurer A:** Phoenix Insurance Company  
**Insurer B:** Travelers Indemnity Company  
**Insurer C:** Travelers Indemnity Co of America  
**Insurer D:**  
**Insurer E:**  
**Insurer F:**

## Coverages

**Certificate Number:** 18-19  
**Revision Number:**

### Type of Insurance

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<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Start Date</th>
<th>Policy Expiration Date</th>
<th>Limits</th>
</tr>
</thead>
</table>
| **A**  
**Commercial General Liability**  
Claims-Made  
Occur | Y  
68000K212811 | 10/01/2018 | 10/01/2019 | EACH OCCURRENCE: $1,000,000  
DAMAGE TO RENTED PREMISES (Per occurrence): $1,000,000  
MED EXP (Per one person): $10,000  
PERSONAL & ADV INJURY: $1,000,000  
GENERAL AGGREGATE: $2,000,000  
PRODUCTS - COMPOUND AGG: $2,000,000 |

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<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Start Date</th>
<th>Policy Expiration Date</th>
<th>Limits</th>
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</table>
| **B**  
**Automobile Liability**  
Any Auto  
Scheduled Autos Only  
Non-Owned Autos Only | Y  
BA0K193503 | 10/01/2018 | 10/01/2019 | COMBINED SINGLE LIMIT (Per accident): $1,000,000  
BODILY INJURY (Per person): $50,000  
PROPERTY DAMAGE (Per accident): $50,000  
GENERAL AGGREGATE: $2,000,000  
PRODUCTS - COMPOUND AGG: $2,000,000 |

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<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Start Date</th>
<th>Policy Expiration Date</th>
<th>Limits</th>
</tr>
</thead>
</table>
| **C**  
**Workers Compensation and Employers' Liability**  
Any Proprietor/Partner/Executive Officer/Manager Excluded? | N/A | Y  
UB000K19359A | 10/01/2018 | E.L. EACH ACCIDENT: $1,000,000  
E.L. DISEASE - EA EMPLOYEE: $1,000,000  
E.L. DISEASE - POLICY LIMIT: $1,000,000 |

## Description of Operations/locations/vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Georgetown, its officials, agents, employees, and volunteers are additional insured as respects general and automobile liability policies where required by written contract subject to the policy terms and conditions. Waiver of subrogation applies in favor of the additional insured as respects workers compensation policy where required by written contract.

## Certificate Holder

City of Georgetown  
P.O. Box 409  
Georgetown TX 78627

## Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative**

© 1988-2015 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/15/2018

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

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

PRODUCER

H. Robert Anderson and Associates, Inc.
8201 Normand Center Drive
Suite 220
Bloomington MN 55437

CONTACT NAME: Jeanne Danneker

PHONE: FAX: E-MAIL:
(952) 893-1933 (952) 893-1819
JAC: Mobil (952) 893-1819

ADDRESS:

INSURER(S) AFFORDING COVERAGE NAIC #

WEB & Associates, Inc.
701 Xenia Avenue South
Sta. 300
Minneapolis MN 55416

INSURER A: XL Specialty Insurance Co. 37385

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES CERTIFICATE NUMBER: 2018 - 2019 9 REVISION NUMBER:

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

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

*Professional Liability Per Claim Deductible - $100,000

Re: Consulting Agreement Contract No. 17-0079-CC

Professional Liability policy retroactive date: 10/1/1995.

If required by written, executed contract with Insured, as per the policy endorsement language, a 30 day notice of cancellation applies.

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Theresa M. Anderson

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

INS025 (201401)

Page 268 of 643
Contract No. 19-0018-CC-A1 Project No. _______ Bid No. _______ RFP No. _______

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

NAME OF CONTRACTOR: WSB & Associates, Inc.

CONTRACT DESCRIPTION: Primary Planning Services

CONTRACT VALUE: $30,000

GL ACCOUNT NO.: 

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

SIGNATURES RECOMMENDING APPROVAL

Nicole Amapo  
PURCHASING/CONTRACT COORDINATOR  

SKYE MASSON  
LEGAL DEPARTMENT  

Wayne Reed  
DIRECTOR ADMINISTERING CONTRACT (greater than $10,000)

DATE 2/24/20

DATE 2/25/20

DATE 3/02/20

APPROVED and EXECUTED

N/A  

DIRECTOR ADMINISTERING CONTRACT ($10,000 or less)

DATE  

WAYNE REED/ASST CITY MANAGER ($50,000 or less)

N/A  

DATE  

MAYOR/CITY SECRETARY ATTESTS (if applicable)

DATE  

FINAL PROCESSING

Nicole Amapo  
PURCHASING  

DATE 3/3/2020

for City Secretary Use Only

Originals sent to CSO: 3/4/2020

Scanned into Laserfiche/Global: 3/4/2020  

Council Date: X 

Item No.: X
Amendment No. 1
to the Agreement between
WSB & Associates, Inc.
and the
City of Georgetown, Texas

This is the First Amendment (the "First Amendment") to the Agreement between WSB & Associates, Inc. and the City of Georgetown, Texas entered into on November 20, 2018 (the "Agreement").

WHEREAS, on November 20, 2018 the City and WSB & Associates, Inc. entered into the Agreement for Primary Planning Services;

WHEREAS, the City and WSB & Associates, Inc. desire to amend the Agreement to modify the term;

NOW THEREFORE, in consideration for the mutual benefits to be derived by the parties from this First Amendment and other good and valuable consideration, the City and WSB & Associates, Inc. agree as follows:

1. Section 4 of the Agreement is deleted in its entirety and replaced with the following:

   Term. The term of this Agreement shall be in effect until the services have been completed by Consultant, but in no event shall the term extend beyond December 31, 2020.

2. Section 3 of the Agreement is amended to include the following:

   Payment for services performed between the effective date of this First Amendment and December 31, 2020 shall be made in accordance with Exhibit B-1 which is attached hereto.

3. All other terms of the Agreement not inconsistent with this First Amendment shall apply. Except as expressly modified by this First Amendment, the Agreement remains unchanged and in full force and effect, subject to its terms.

4. This First Amendment is effective on the date executed by the City.

BY THE SIGNATURES affixed below, this First Amendment is hereby incorporated into and made a part of the above-referenced contract.

[Signature page to follow]
WSB & ASSOCIATES, INC.

By: [Signature]
Printed Name: JAMES W. KENNEDY
Authorized Representative
Title: VICE PRESIDENT
Date: 2/21/20

CITY OF GEORGETOWN

By: Wayne Reed
Printed Name: Wayne Reed
Title: Asst. City Mgr.
Date: 3-02-2020

Approved as to Form:

Skye Masson, First Assistant City Attorney
Exhibit B-1

Payment Terms

Compensation is based on *actual* hours of work/time devoted to providing the described services. The Consultant will be paid at the rates per service or employee shown below. The City will reimburse the Consultant for *actual*, non-salary expenses at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 3 of this Agreement ($30,000).

Hourly rates shall be as follows:

- Senior Planner $152 / hour
- Planning Support $82 - $120 / hour

The following expenses shall be reimbursed:

- Large format plotting costs
- Any permit fees or charges typically paid by the City as applicant, should those occur

The Consultant must submit monthly invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.
Amendment No. 2
to the Agreement between
WSB & Associates, Inc.
and the
City of Georgetown, Texas

This is the Second Amendment (the “Second Amendment”) to the Agreement between WSB & Associates, Inc. and the City of Georgetown, Texas entered into on November 20, 2018 (the “Agreement”).

WHEREAS, on November 20, 2018 the City and WSB & Associates, Inc. entered into the Agreement for Primary Planning Services; and,

WHEREAS, on March 2, 2020, the City and WSB & Associates, Inc. entered agreed to a First Amendment to adjust the term and total compensation; and,

WHEREAS, the City and WSB & Associates, Inc. desire to amend the Agreement for a Second Amendment to modify the total compensation;

NOW THEREFORE, in consideration for the mutual benefits to be derived by the parties from this Second Amendment and other good and valuable consideration, the City and WSB & Associates, Inc. agree as follows:

1. Section 3 of the Agreement is amended to the following:

   **Total Compensation.** The total compensation paid by the City to the Consultant, including expenses, under this agreement shall not exceed $63,000. Payment for services performed between the effective date of this Agreement and the effective date of the First Amendment will be made in accordance with **Exhibit B**, which is attached hereto and incorporated herein. Payment for services performed between the effective date of the First Amendment and December 31, 2020 shall be made in accordance with **Exhibit B-1** which is attached hereto and incorporated herein.

2. The last sentence of the first paragraph of Exhibit B-1 is amended to the following:

   Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in Section 3 of this Agreement ($63,000).

3. All other terms of the Agreement not inconsistent with this Second Amendment shall apply. Except as expressly modified by this Second Amendment, the Agreement remains unchanged and in full force and effect, subject to its terms.

4. This Second Amendment is effective on the date executed by the City.

BY THE SIGNATURES affixed below, this Second Amendment is hereby incorporated into and made a part of the above-referenced contract.

[Signature page to follow]
WSB & ASSOCIATES, INC.

By: __________________________

Printed Name: __________________________

Authorized Representative

Title: ________________

Date: ____________

CITY OF GEORGETOWN

By: __________________________

Printed Name: __________________________

Title: ________________

Date: ____________

Approved as to Form:

James Kachelmeyer, Assistant City Attorney
Exhibit B-1

Payment Terms

Compensation is based on _actual_ hours of work/time devoted to providing the described services. The Consultant will be paid at the rates per service or employee shown below. The City will reimburse the Consultant for _actual_, non-salary expenses at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 3 of this Agreement ($63,000).

Specific Land Use reviews will be billed on a lump sum basis per case file as follows:

- SUP $1,500
- Rezoning $1,100
- PUD $1,100
- Preliminary Plat $2,000
- Prelim/Final Plat $2,000
- Final Plat $1,000

Site Development Plans, Certificates of Appropriateness, and other projects as assigned will be billed on an hourly basis at the following rates:

- Senior Planner $152 / hour
- Planning Support $82 - $120 / hour

The following expenses shall be reimbursed:

- Large format plotting costs
- Any permit fees or charges typically paid by the City as applicant, should those occur

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

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

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

PRODUCER
H. Robert Anderson and Associates, Inc.
8201 Norman Center Drive
Suite 220
Bloomington MN 55437

CONTACT NAME: Jeanne Danmeier
PHONE (A/C No. Ext.): (952) 893-1933
PHONE (A/C No. Ext.): (952) 893-1000
FAX (A/C No.): (952) 893-1819
EMAIL ADDRESS:

INSURED
WSB & Associates, Inc.
701 Xenia Avenue South
Ste. 300
Minneapolis MN 55416

INSURER(S) AFFORDING COVERAGE
INSURER A: XL Specialty Insurance Co.
NAIC #: 37685

COVERAGES
CERTIFICATE NUMBER: 2019-2020 17

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

<table>
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<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL INSD</th>
<th>SUB INSURER</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tr>
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<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>POLICY</td>
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<td>INSURER A: XL Specialty Insurance Co.</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ALL OWNED AUTOS</td>
<td>SCHEDULED AUTOS</td>
<td>NON-OWNED AUTOS</td>
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<td>UMRELLA LIAB</td>
<td>OCCUR</td>
<td>CLAIMS-MADE</td>
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<td>EXCESS LIAB</td>
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY
ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y N/A

A Professional Liability DPP949497

10/1/2019 10/1/2020 Each Claim $5,000,000 Each Policy Year Aggregate $10,000,000

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

*Professional Liability Per Claim Deductible - $200,000
Professional liability policy retroactive date: 10/1/1995
If required by written, executed contract with the insured a 30 days notice of cancellation (10 days notice if cancellation is due to nonpayment of premium) will be issued as per the attached policy endorsement and as per all policy terms and conditions.
This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

CERTIFICATE HOLDER
City of Georgetown
PO Box 409
Georgetown, TX 78627

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Theresa Anderson/DA

ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

INS025 (2014/01)
# Certificate of Liability Insurance

**Date:** 9/9/2020

**Producer:**
Marsh & McLennan Agency LLC
6160 Golden Hills Drive
Minneapolis MN 55416

**Insured:**
WSB & Associates, Inc
701 Xenia Ave So, Suite 300
Minneapolis MN 55416

## Coverages

<table>
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<tr>
<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL SUB</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
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<tbody>
<tr>
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<td>Commercial General Liability</td>
<td>Y Y</td>
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<td>10/1/2019</td>
<td>10/1/2020</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<tr>
<td>B</td>
<td>Automobile Liability</td>
<td>Y</td>
<td>8100K193503</td>
<td>10/1/2019</td>
<td>10/1/2020</td>
<td>COMBINED SINGLE LIMIT $1,000,000</td>
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<tr>
<td>C</td>
<td>Workers Compensation and Employers' Liability</td>
<td>Y N/A</td>
<td>UB0K19359JL</td>
<td>10/1/2019</td>
<td>10/1/2020</td>
<td>E.L. EACH ACCIDENT $1,000,000</td>
</tr>
</tbody>
</table>

**Description of Operations/Locations/Vehicles:**
The City of Georgetown, its officials, agents, employees, and volunteers are included as Additional Insured on a Primary Non-Contributory basis as required by written contract or agreement limited to the General Liability coverage. The City of Georgetown, its officials, agents, employees, and volunteers are included as Additional Insured as required by written contract or agreement limited to the Automobile Liability coverage. A Waiver of Subrogation applies on General Liability and Workers Compensation in favor of the Additional Insured as required by written contract or agreement. Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium.

**Certificate Holder:**
City of Georgetown
PO Box 409
Georgetown TX 78627

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**
[Signature]

© 1988-2015 ACORD CORPORATION. All rights reserved.
Department Name: Planning Department

Requisition Number: Contract No. 19-0018-CC-A2

Vendor name, description of item or service to be procured, and estimated amount or fiscal year amount(s) as applicable:

On call professional planning services not to exceed $63,000.

Attach vendor proposals and any other documentation that supports this exemption.

This exemption form is executed and filed with the Purchasing Department in the Finance Division.

The undersigned agrees that the following general exemption (per Texas Local Government Code, Section 252.022) is applicable to this purchase.

Please check the appropriate exemption:

☐ 1. Public Calamity: Procurement made because of a public calamity that required the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality.

☐ 2. Public Health or Safety: Procurement necessary to preserve or protect the public health or safety of the municipality's residents.

☐ 3. Unforeseen Damage: Procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

☐ 4. Procurement for Personal, Professional, or Planning Services: Professional services are those rendered by an architect, attorney, certified public accountant, engineer, physician, real estate appraiser, land surveyor or other profession approved under the law.

Describe the type of professional services and what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are needed.

Services will include plan review and land use analysis for development review.
5. Sole Source. Item or service available from only one source because of: (check one below)

- Patents, copyrights, secret processes, or natural monopolies
- Films, manuscripts, or books,
- Gas, water and other utility services
- Captive replacement parts or components for equipment
- Books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials
- Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits

Attach manufacturer's sole source statement and other supporting documentation.

- Purchase of rare books, papers, and other library materials for a public library
- Services performed by blind or severely disabled persons
- Goods purchased by a municipality for subsequent retail sale by the municipality
- Advertising, other than legal notices

Provide additional details and justification on exemption selected above. Provide evaluation conducted including efforts taken to ensure vendor is responsible and will provide the best value to the City. If applicable, explain if another exemption applies not listed above that is allowed under law.

n/a

A: Requesting Person:
(Sign & Date)

Sofia Nelson 09/17/2020

B: Director: (For purchases $3,000 - $49,999.99)
(Sign & Date)

C: CM / ACM: (For purchases $50,000 & up
(Sign & Date)

Exemption Authorized: (Purchasing Manager or Designee) (Sign & Date)

All purchases over $50,000 are subject to City Council approval.

NOTE: This form is not required for purchases under $3,000.

Purchasing Department comments:
SUBJECT:
Consideration and possible action to approve a letter of support for Williamson County’s application for a Community Development Block Grant for Mitigation (CDBG-MIT) through the Texas General Land Office (GLO) for a flood monitoring system in Williamson County -- Jack Daly, Community Services Director

ITEM SUMMARY:
This is a letter of support for the proposed Williamson County Community Development Block Grant for Mitigation (CDBG-MIT) Grant application for a flood monitoring system in Williamson County. This project will utilize real-time data for a better understanding of flood risk and potential emergency response near the City of Georgetown.

Williamson County is one of the fastest growing counties in Texas and has suffered from severe flooding numerous times in the past including federal disasters from flooding in 1989, 1991, 1998, 2005, 2007, 2008, and 2015. The county has also been impacted with recent isolated flood events caused by heavy rainfall in the past 5 years.

FINANCIAL IMPACT:
None.

SUBMITTED BY:
Jackson Daly

ATTACHMENTS:

Letter of Support
Stakeholder Presentation with Project Summary
Proposed flood monitoring equipment in close proximity to Georgetown
September 22, 2020

Texas General Land Office
C/O: Community Development and Revitalization
P.O. Box 12873
Austin, TX 78711-2873

Re: CDBG-MIT Grant – Williamson County Application

To whom it may concern:

Thank you for the opportunity for Williamson County to apply for a Community Development Block Grant for Mitigation (CDBG-MIT) through the Texas General Land Office (GLO). Williamson County is one of the fastest growing counties in Texas and has suffered from severe flooding numerous times in the past including federal disasters from flooding in 1989, 1991, 1998, 2005, 2007, 2008, and 2015. The county has also been impacted with recent isolated flood events caused by heavy rainfall in the past 5 years.

This is a letter of support for the proposed Williamson County CDBG-MIT Grant application for a flood monitoring system in Williamson County. This project will utilize real-time data for a better understanding of flood risk and potential emergency response near the City of Georgetown.

We appreciate your consideration of Williamson County’s application. The City of Georgetown will coordinate with Williamson County in their efforts to improve countywide flood safety.

Sincerely,

Dale Ross
Mayor, City of Georgetown

Attached: List of low water crossings and over-topping areas within the City Limits of Georgetown to be considered in a future expansion of the proposed flood monitoring system
Road Low Water Crossing and Over Topping Areas

1. 505 Thornton Ln, road flooding, closures Silverleaf St to Tanglewood Dr.
2. 301 Industrial Ave, road flooding, closures from FM 1460 to Austin Ave.
3. Southwestern Blvd road flooding from West Fork Smith Branch, road closures from University Park Drive to Raintree Dr.
4. CR 152 undersized culverts resulting in road flooding, closures from Lonnie Thomas Dr to Weir Rd. Culvert crossing is in Williamson County, City of Georgetown right of way either side of crossing.
5. Whisper Oaks road flooding closures from Northwest Blvd to Lakeway Dr.
6. 30312 Saint Andrews Dr road flooding, closures from Oakmont Dr to Kingsway.
7. 2200 Church St road flooding, closures from E 21st to Industrial Ave.
8. Pine St road flooding, closures from 2104 Pine St to San Jose St.
9. Morrow St road flooding, closures from 305 E Morrow to College St.
10. Airport Rd road flooding, closures from Airport Rd to Golden Oaks Dr.
11. Stadium Dr road flooding, closures from Austin Ave to Inner Loop.
12. Berry Creek Dr road flooding, closures from Hwy 195 to Diamond Dove Trl.
13. Quail Valley Dr road flooding at Smith Branch, closures from Hutto Rd to Hunters Glen Rd.
14. 10th & Elm St intersection road flooding, closures at intersection required.
15. Hart St road flooding, closures from W 17th to W 14th.
16. W 16th St road flooding, closures from Forest St to Hart St.
17. Dunnman Dr road flooding, closures from Bob White Ln to River Bend Dr.
18. E 20th road flooding, road closures from S. College St to Church St.
19. Country Club Rd road flooding road closures from Gabriel View Dr to Spring Valley Rd.
20. River Rd road flooding, road closures from 120 River Rd to 148 River Rd.
21. 2000 Leander Rd road flooding, road closures from Hart St to W 21 St.

Town Square
ADA accessible curb ramps, pedestrian accessibility limited due to standing water in ramps, Austin Ave and 7th St, Main St and 7th St, 8th St and Main St, 8th St and Austin Ave.
AGENDA

- Introductions
- CDBG-MIT Overview
- Williamson County CDBG-MIT Grant Application
  - County Goals & Objectives
  - Overview of Flood Monitoring System & Budget
- Stakeholder Coordination
PROJECT TEAM INTRODUCTIONS

WILLIAMSON COUNTY
- Williamson County Staff

HNTB CORPORATION
- General Engineering Consultant / Road Bond Program Management

EDGE ENGINEERING, PLLC
- Grant Application Consultant

HALFF ASSOCIATES, INC.
- Grant Application Consultant
LET’S MEET YOU

Introductions of
Stakeholders on the line.
"Those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters."

—CDBG-MIT Federal Register Notice (8/30/2019)
CDBG-MIT PROGRAM PRIORITIES

ALLOCATION OF FUNDS

- 50% in HUD MID areas / 50% in State MID
- 50% for activities benefitting low-to-moderate income (LMI) persons
There are several types of programs, encompassing infrastructure, risk reduction, planning, housing and administration.

- **2 Competitions for:**
  - 2015 and 2016 Floods
- **6 Programs for Hurricane Harvey**
- **2 Planning Programs**
- **3 Programs that will be managed by the GLO**

### CDBG-MIT PROGRAM

<table>
<thead>
<tr>
<th>PROGRAM</th>
<th>ALLOCATION</th>
</tr>
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<tbody>
<tr>
<td>2015 Floods State Mitigation Competition</td>
<td>$46,096,950</td>
</tr>
<tr>
<td>2016 Floods State Mitigation Competition</td>
<td>$147,680,760</td>
</tr>
<tr>
<td><strong>2015 &amp; 2016 Flood Funds</strong></td>
<td><strong>$193,777,710</strong></td>
</tr>
<tr>
<td>Hurricane Harvey State Mitigation Competition</td>
<td>$2,144,776,720</td>
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<tr>
<td>Regional Mitigation Program</td>
<td>$500,000,000</td>
</tr>
<tr>
<td>HMGP: Supplemental</td>
<td>$170,000,000</td>
</tr>
<tr>
<td>Coastal Resiliency Program</td>
<td>$100,000,000</td>
</tr>
<tr>
<td>Housing Oversubscription Supplemental</td>
<td>$400,000,000</td>
</tr>
<tr>
<td>Resilient Home Program</td>
<td>$100,000,000</td>
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<tr>
<td><strong>2017 Hurricane Harvey Funds</strong></td>
<td><strong>$3,414,776,720</strong></td>
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<tr>
<td>Hazard Mitigation Plans</td>
<td>$30,000,000</td>
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<tr>
<td>Resilient Communities Program</td>
<td>$100,000,000</td>
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<tr>
<td><strong>Planning Funds</strong></td>
<td><strong>$130,000,000</strong></td>
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<tr>
<td>State Project Delivery</td>
<td>$128,915,670</td>
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<tr>
<td>Regional and State Planning</td>
<td>$214,859,450</td>
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<td>State Administration</td>
<td>$214,859,450</td>
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<tr>
<td><strong>GLO Managed Funds</strong></td>
<td><strong>$558,634,570</strong></td>
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<td><strong>TOTAL FUNDS</strong></td>
<td><strong>$4,297,189,000</strong></td>
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### CDBG-MIT PROGRAM

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<td><strong>TOTAL FUNDS</strong></td>
<td><strong>$4,297,189,000</strong></td>
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</table>
APPLICATION GOALS

GRANT GOALS

- Select location to meet 51% LMI
- Select locations between population centers for maximum $/population
- Disperse/select location for maximum % population benefitted

FACTORS FOR SCORING

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<td>Up to 10</td>
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<tr>
<td>Social Vulnerability Index</td>
<td>Up to 10</td>
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<tr>
<td>Per Capita Market Value</td>
<td>Up to 10</td>
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<tr>
<td>LMI National Objective</td>
<td>Up to 20</td>
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<tr>
<td>Project Identified in Local Plan</td>
<td>Flat 5</td>
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<tr>
<td>Management Capacity</td>
<td>Up to 15</td>
</tr>
<tr>
<td>Project Impact (per beneficiary)</td>
<td>Up to 25</td>
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<tr>
<td>Non-CDBG Leverage</td>
<td>Flat 5</td>
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</table>

TOTAL 100
FLOOD MONITORING NETWORK
- Base Station
- Weather Station
- Remote Cameras
- Flasher Systems
- Stream Level Gages
- Rainfall Gages

FLOOD MONITORING TOOLS
- Base Station Database & Software
  - Alerts / Alarms
- Customized Web Map Applications
- Real-Time Flood Frequency Inundation Mapping
  - H&H Modeling for Risk Identification
  - Frequency Inundation Library
PROPOSED: FLOOD MONITORING NETWORK

DEVICE PLACEMENT

- All Devices:
  - Benefit to LMI Areas
  - Within Public ROW

- Weather Station:
  - Near ESOC & Central Location

- Flashers:
  - Wilco Identified Low Water Crossings
  - Flooding Complaints
  - Areas with limited FEMA models

- Rain Gages:
  - Headwaters of watersheds
  - Fill in gaps of data to feed into Tools
  - At each site with a Stream Level Gage for cost savings

- Stream Level Gages:
  - All Flasher Sites
  - Fill in gaps of data to feed into Tools
## Proposed: Flood Monitoring Network

### Component Count

<table>
<thead>
<tr>
<th>Component</th>
<th>Count</th>
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<tbody>
<tr>
<td>Base Station</td>
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<tr>
<td>Weather Station</td>
<td>1</td>
</tr>
<tr>
<td>Remote Camera / Flasher System</td>
<td>3</td>
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<tr>
<td>Remote Camera / Stream Level / Rainfall Gage</td>
<td>1</td>
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<tr>
<td>Flasher System</td>
<td>20</td>
</tr>
<tr>
<td>Stream Level / Rainfall Gage</td>
<td>11</td>
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<tr>
<td>Rainfall Gage</td>
<td>16</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>53</strong></td>
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</table>
PROPOSED FLOOD MONITORING NETWORK
PROJECT SPECIFIC CUT SHEETS FOR GRANT

Legend:
- Lakes
- Williamson County Boundary
  - Street Centerlines
  - Stream Centerlines (FEMA)

Site Data:
- System Type(s): Stream Gage / Rain Gage
- Roadway Crossing: CR 245
- Stream Crossing: Berry Creek
- Watershed: Berry Creek
- City: Unincorporated
- ROW Required: None Anticipated
- Easement Required: None Anticipated
- Approximate Latitude: 30.775
- Approximate Longitude: -97.7906

Williamson County
Flood Protection System

Flood Monitoring Network

Site 38

Location Map:

Street View:

Street View courtesy of Google

Date: 8/26/2020
PROPOSED: FLOOD MONITORING TOOLS

- Base Station Database & Software
  - Alerts / Alarms
- Customized Web Map Applications
- Real-Time Flood Frequency Inundation Mapping
  - H&H Modeling for Risk Identification
  - Frequency Inundation Library
PROPOSED: FLOOD MONITORING TOOLS

- Base Station Database & Software
  - Alerts / Alarms

  ![Data Storage System (DSS)]

  - Active Alarm List
  - Historic Alarm List
  - Alarm Group List
  - Alarm Point List
  - Alarm Trigger List
  - Alarm Action List
  - Alarm Contact List
PROPOSED: FLOOD MONITORING TOOLS

- Customized Web Map Applications
PROPOSED: FLOOD MONITORING TOOLS

- Real-Time Flood Frequency Inundation Mapping
  - H&H Modeling for Risk Identification
  - Frequency Inundation Library
## Proposed Project: Flood Monitoring System Budget

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>$/UNIT</th>
<th>UNIT</th>
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<td>Weather Station (RAWS)</td>
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<td>Remote Cameras</td>
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<td>$1,373,100</td>
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<td>Stream Level / Rainfall Gages</td>
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<td>EA</td>
<td>12</td>
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<tr>
<td>Rainfall Gage</td>
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<td>16</td>
<td>$192,000</td>
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<tr>
<td>Flood Monitoring Tools</td>
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<tr>
<td>Hydrology &amp; Hydraulic Modeling</td>
<td>$500,000</td>
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<tr>
<td>System Testing and Adjustment</td>
<td>$500,000</td>
<td>LS</td>
<td>1</td>
<td>$500,000</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$3,338,600</strong></td>
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</tbody>
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APPLICATION SCHEDULE

- September 1, 2020  Stakeholder Meeting 1
- September 11, 2020  Stakeholder Meeting 2
- September 7, 2020  Public Review period begins
- October 13, 2020  Application added to Commissioner’s Court Agenda
- October 20, 2020  Application approved by Commissioner’s Court
- October 21, 2020  Application submittal
- October 28, 2020  Application Deadline
LET’S TALK

Are you applying for or are currently implementing a similar project?

We want to ensure we are not duplicating efforts with this application.
LET’S TALK

Are there any comments / suggestions regarding the proposed project?
PROPOSED: FLOOD MONITORING NETWORK

LEGEND

- Proposed Base Station
- Proposed Camera / Flasher System
- Proposed Camera / Stream Gage / Rain Gage
- Proposed Flasher System
- Proposed Rainfall Gage
- Proposed Stream Level Gage / Rainfall Gage
- Proposed Weather Station
- Existing USGS Gage
- Existing UBCWCID Gage
- Watershed Sub Basins (HUC 10)
- Streams
- Lake
- Williamson County

LMI Block Groups
- 0% - 30%
- 30% - 40%
- 40% - 50%
- 50% - 60%
- 60% - 100%
LET’S TALK

Do you have any content that could be used to support the need for the flood monitoring system?

Examples might include: locations of swift water rescue, locations of fatalities, frequent closures due to high water, high traffic counts, etc.
LET’S TALK

Are you willing to provide a letter of support?

A sample letter has been provided.

We encourage you to add content that might support the need for this flood monitoring system. Examples may include: reduced risk of staff traveling to multiple low water crossings, ability to improve public notices regarding flooding conditions, more informed emergency response, etc.
Legend:
- Lakes
- Williamson County Boundary
- Street Centerlines
- Stream Centerlines (FEMA)

Site Data:
System Type(s): Flasher System
Roadway Crossing: Cedar Hollow Rd
Stream Crossing: Middle Fork San Gabriel River
Watershed: North Fork San Gabriel River
City: Unincorporated
ROW Required: None Anticipated
Easement Required: None Anticipated
Approximate Longitude: -97.77073

Williamson County
Flood Protection System

Flood Monitoring Network
Site 2

Date: 9/2/2020
Legend:
- Lakes
- Williamson County Boundary
- Street Centerlines
- Stream Centerlines (FEMA)

Site Data:
System Type(s): Flasher System
Roadway Crossing: Airport Rd
Stream Crossing: Pecan Branch
Watershed: Granger Lake-San Gabriel River
City: Georgetown
ROW Required: None Anticipated
Easement Required: None Anticipated
Approximate Latitude: 30.67015
Approximate Longitude: -97.68901

Williamson County Flood Protection System
Flood Monitoring Network
Site 10
Date: 9/2/2020
Williamson County
Flood Protection System

Flood Monitoring Network

Site 17

Date: 9/2/2020

Legend:
 otro Calm
Williamson County Boundary
Street Centerlines
Stream Centerlines (FEMA)

Site Data:
System Type(s): Rain Gage
Roadway Crossing: Serenada Dr
Stream Crossing: Pecan Branch
Watershed: Granger Lakes-San Gabriel River
City: Unincorporated
ROW Required: None Anticipated
Easement Required: None Anticipated
Approximate Latitude: 30.67943
Approximate Longitude: -97.69192
Legend:
- Lakes
- Williamson County Boundary
- Street Centerlines
- Stream Centerlines (FEMA)

Site Data:
- System Type(s): Base Station / Weather Station
- Roadway Crossing: N/A
- Stream Crossing: N/A
- Watershed: Granger Lake-San Gabriel River
- City: Georgetown
- ROW Required: None Anticipated
- Easement Required: None Anticipated
- Approximate Latitude: 30.61956
- Approximate Longitude: -97.65629

Williamson County Flood Protection System
Flood Monitoring Network
Site 50

Date: 9/2/2020
Legend:
- Lakes
- Williamson County Boundary
- Street Centerlines
- Stream Centerlines (FEMA)

Site Data:
- System Type(s): Flasher System
- Roadway Crossing: CR 143
- Stream Crossing: Dry Berry Creek
- Watershed: Berry Creek
- City: Unincorporated
- ROW Required: None Anticipated
- Easement Required: None Anticipated
- Approximate Latitude: 30.7309
- Approximate Longitude: -97.65644

Williamson County Flood Protection System
Flood Monitoring Network
Site 52
Date: 9/2/2020
SUBJECT:
Consideration and possible action to approve Task Order CDM-21-001 for Utility Evaluation Support, to CDM Smith Inc. in the amount of $100,000.00 -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:
CDM Smith maintains and frequently updates our Water and Wastewater Models. New development often requires a review of those models to determine if capacity is available and, if not, what improvements are necessary for a development to obtain water and/or wastewater service. This analysis is a critical component of new development due diligence and planning.

Staff recommends approval of the proposed task order.

FINANCIAL IMPACT:
Funds are available in the FY21 Budget and are partially recouped through developer paid application fees.

SUBMITTED BY:
Wesley Wright

ATTACHMENTS:

FY21 Utility Evaluation Task Order
In accordance with paragraph 1.01 of the Master Services Agreement between Owner and CDM Smith, Inc. (“Engineer”) for Professional Services – Task Order Edition, dated September 30, 2016, (“Agreement”), Owner and Engineer agree as follows:

1. **Specific Project Data**
   
   A. Title: 2020 – 2021 Utility Evaluations Support
   
   B. Description: Continue to support improved operational performance in water distribution hydraulic model, support GUS with water distribution system and wastewater collection system utility evaluations and/or ad hoc evaluation requests for the period of October 1, 2020 through September 30, 2021.
   
   C. City of Georgetown Project Number: 
   
   D. City of Georgetown General Ledger Account No.: 660-9-0580-90-176
   
   E. City of Georgetown Purchase Order No.: 
   
   F. Master Services Agreement, Contract Number: 2016-738-MSA

2. **Services of Engineer**

   **Task 1 Meetings and Project Management**

   The project management portion of this task involves day-to-day ENGINEER administrative, technical, and financial management of project activities to ensure that the project budget, schedule, scope, and quality objectives are met. This effort includes coordinating meetings, management of staff and quality milestones, and preparation of monthly invoices and progress reports.

   **Task 2 Data Collection**

   Data from OWNER and online sources may need to be collected to support utility evaluations including GIS, water billing, automated meter reading, water production, SCADA, existing and future land use, development, and growth data. ENGINEER will review the data and follow-up with OWNER regarding our understanding of the data or any missing data. This task also includes appropriate organization of the data and developing necessary databases.
Task 3 Water Demand and Wastewater Flows Updates

ENGINEER will work on a process to establish an annual routine for updating model demands (water) and base flows (wastewater) to reflect updated system conditions, specifically as planned developments are converted into new customers reflected by new metered connections in the system. ENGINEER will provide documentation on the developed process.

Task 4 Water and Wastewater Model Updates

ENGINEER may make incremental modifications to water and wastewater models at direction of OWNER to accommodate changed physical or operational system conditions. Particular attention will be paid to continued updates to the all-pipes water model as additional subdivisions are constructed and accepted into the system.

Task 5 Fiscal Year 2021 Water and Wastewater Utility Evaluations

This task will cover fiscal year 2021 modeling services for utility evaluations requested by OWNER for water and wastewater systems. These evaluations are conducted for proposed developments in an effort to support OWNER with determining critical improvements needed to serve the proposed development or other areas that may be impacted by the proposed development. ENGINEER will perform “what if” scenarios using most recent water and wastewater models. This task will include the following services:

- Engineer will evaluate specific development situations as directed by OWNER and provide a recommendation as to whether existing infrastructure can support the development and, as necessary, recommendations regarding the infrastructure required to allow for the proposed development.

- An email and/or informal memo will be prepared and sent to the Project Manager outlining the request for evaluation and evaluation results. The Project Manager will distribute to OWNER as needed. The applicable Service Evaluation Form will be attached.

- Engineer will also indicate in the email/memo if the plans for specific developments meet the criteria established for determining wastewater flows/water demands based on the future land use plan or other development plans. This information will help OWNER determine if there are significant deviations from their CIP.

- Services will also include periodic conference calls or, if needed, meetings with OWNER to discuss evaluations and implications of development scenarios. Engineer will revise data as directed by OWNER based on these discussions.
TASK ORDER

This task will be done in parallel with the rest of this scope with evaluations completed as needed. The fee for this task is $55,000, which will be utilized until exhausted.

3. **Owner's Responsibilities**

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

A. Designate a person to act as OWNER’s representative with respect to the services to be performed or furnished by the Engineer. This representative will have authority to transmit instructions, receive information, interpret and define OWNER’s policies and decisions with respect to ENGINEER’s services.

B. Provide all criteria and full information as to OWNER’s requirements for the project, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability.

C. Assist ENGINEER by placing all available information pertinent to the Project, including previous reports at the ENGINEER’s disposal.

D. Furnish to ENGINEER, as requested for performance of basic services or as required by the Contract Documents, the following:
   i. Data prepared by or services of others;
   ii. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project;
   iv. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for Engineer to perform services under this Task Order;
   v. Examine all alternate solutions, studies, reports, sketches, proposals and other documents presented by ENGINEER;
   vi. Provide such accounting, bond and financial advisory, independent cost estimating and insurance counseling services and such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project;
   vii. Provide labor and safety equipment to open electrical/instrumentation cabinets, open and protect manholes and/or to operate valves and hydrants as required by the ENGINEER; and
   viii. Give prompt notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER’s services, or any defect or nonconformance in ENGINEER’s services in the work of any Contractor.
4. Times for Rendering Services

<table>
<thead>
<tr>
<th>Phase</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Tasks (1 through 5)</td>
<td>September 30, 2021</td>
</tr>
</tbody>
</table>

5. Payments to Engineer

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

<table>
<thead>
<tr>
<th>Category of Services</th>
<th>Compensation Method</th>
<th>Lump Sum or Not to Exceed Amount of Compensation for Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Services Tasks 1-5</td>
<td>Lump Sum</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

Expected breakdown of services as follows:

<table>
<thead>
<tr>
<th>2020-2021 Utility Evaluation Tasks</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Task 1 - Meetings and Project Management</td>
<td>$ 2,000</td>
</tr>
<tr>
<td>Task 2 - Data Collection</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>Task 3 – Demand and Flow Updates</td>
<td>$ 15,000</td>
</tr>
<tr>
<td>Task 4 – Model Updates</td>
<td>$ 10,000</td>
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<td>Task 5 – Utility Evaluations</td>
<td>$ 68,000</td>
</tr>
<tr>
<td>Task Order Total</td>
<td>$ 100,000</td>
</tr>
</tbody>
</table>

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

6. Consultants:

None

7. Other Modifications to Agreement:

None
8. **Attachments:**
   None

TASK ORDER

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

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

OWNER:__________________________________________  ENGINEER:__________________________________________

By: _____________________________________________________________________  By: _____________________________________________________________________

Name: Dale Ross  __________________________ Name: Allen Woelke, P.E.  __________________________

Title: Mayor, City of Georgetown  __________________________ Title: Vice President  __________________________

Engineer License or Firm’s Certificate No. F-3043  State of: Texas  

Date: _______________  Date: _______________

APPROVED AS TO FORM:

__________________________________________

City Attorney
## TASK ORDER

<table>
<thead>
<tr>
<th>DESIGNATED REPRESENTATIVE FOR TASK ORDER:</th>
<th>DESIGNATED REPRESENTATIVE FOR TASK ORDER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Wesley Wright</td>
<td>Name: Allen Woelke</td>
</tr>
<tr>
<td>Title: Systems Engineering Director</td>
<td>Title: Vice President</td>
</tr>
<tr>
<td>Address: 300-1 Industrial Ave</td>
<td>Address: 9430 Research Boulevard</td>
</tr>
<tr>
<td>Georgetown TX 78626</td>
<td>Suite 1-200</td>
</tr>
<tr>
<td></td>
<td>Austin, TX 78759</td>
</tr>
<tr>
<td>E-Mail Address: <a href="mailto:Wesley.wright@georgetown.org">Wesley.wright@georgetown.org</a></td>
<td>E-Mail Address: <a href="mailto:woelkead@cdm.com">woelkead@cdm.com</a></td>
</tr>
<tr>
<td>Phone: 512-931-7672</td>
<td>Phone: 512-346-1100</td>
</tr>
<tr>
<td>Fax:</td>
<td>Fax: 512-345-1483</td>
</tr>
</tbody>
</table>
SUBJECT:
Consideration and possible action to approve Task Order RPS-20-001 with RPS Infrastructure, Inc., of Austin, TX in the amount of $150,000.00 for New Development Traffic Impact Analysis (TIA) reviews -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:
This task order is for TIA review services for third party new developments. The City's Unified Development Code requires certain developments to complete an TIA study. For the past 10+ years, RPS Group has assisted the City by providing independent third party review services of these studies (TIAs). Their services are provided within the time restrictions of recently shot-clock legislation and are critical to continuing to support new development applications.

Staff recommends approval of this task order.

FINANCIAL IMPACT:
Funds are included in the FY21 Budget for these services and reimbursed entirely by developer application fees.

SUBMITTED BY:
Wesley Wright

ATTACHMENTS:

RPS-20-001 FY21 TIA Reviews
In accordance with paragraph 1.01 of the Master Services Agreement between Owner and RPS Infrastructure, Inc. ("Engineer") for Professional Services – Task Order Edition, dated November 11, 2016, ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**
   
   A. **Title:** FY 2021 Traffic Impact Analysis Review
   
   B. **Description:** Review Traffic Impact Analysis
   
   C. **City of Georgetown Project Number:** __________________________
   
   D. **City of Georgetown Cost Center / Fund No.:** _____________________
   
   E. **City of Georgetown Purchase Order No.:** ________________________
   
   F. **Master Services Agreement, Contract Number:** 2017-742-MSA________

2. **Services of Engineer**

   See attached Exhibit A

3. **Owner's Responsibilities**

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

   a. Provide Notice To Proceed for each TIA submitted for review.

   b. Review Engineer’s comment letters.

   c. Make final decision on mitigation feasibility.

4. **Times for Rendering Services**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RPS-20-001</td>
<td>September 30, 2021</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5. **Payments to Engineer**

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

<table>
<thead>
<tr>
<th>Category of Services</th>
<th>Compensation Method</th>
<th>Not to Exceed Amount of Compensation for Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>TIA Review</td>
<td>Standard Hourly Rates</td>
<td>$150,000</td>
</tr>
</tbody>
</table>

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

6. **Consultants:** none

7. **Other Modifications to Agreement:** none

8. **Attachments:** Exhibit A – Services of Engineer

TASK ORDER

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

The Effective Date of this Task Order is ______________, 20___.

OWNER:

By: ____________________________
Name: Dale Ross
Title: Mayor, City of Georgetown
Date: _________________

ENGINEER:

By: ____________________________
Name: John Friedman, PE
Title: Vice President
Date: 9-1-2020

Engineer License or Firm’s Certificate No. 88486
State of: Texas

APPROVED AS TO FORM:

________________________________________
City Attorney
<table>
<thead>
<tr>
<th>Owner: Designated Representative For Task Order:</th>
<th>Engineer: Designated Representative For Task Order:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Wesley Wright</td>
<td><strong>Name:</strong> James Schwerdtfeger</td>
</tr>
<tr>
<td><strong>Title:</strong> Systems Engineering Director</td>
<td><strong>Title:</strong> Team Leader</td>
</tr>
<tr>
<td><strong>Address:</strong> 300-1 Industrial Ave. Georgetown, TX 78627</td>
<td><strong>Address:</strong> 4801 Southwest Parkway Building 2, Suite 150 Austin, TX 78735</td>
</tr>
<tr>
<td><strong>E-Mail:</strong> <a href="mailto:wesley.wright@georgetown.org">wesley.wright@georgetown.org</a></td>
<td><strong>E-Mail:</strong> <a href="mailto:james.schwerdtfeger@rpsgroup.com">james.schwerdtfeger@rpsgroup.com</a></td>
</tr>
<tr>
<td><strong>Phone:</strong> (512) 931-7672</td>
<td><strong>Phone:</strong> 512.328.5771</td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td><strong>Fax:</strong></td>
</tr>
</tbody>
</table>
Exhibit A

SERVICES OF ENGINEER

The services to be provided or performed by the Engineer will include, but not be limited to, the following items:

A. Review Traffic Impact Analyses (TIA) submitted to the City of Georgetown. The review includes determination of Completeness, trip generation and trip distribution verification, properly developed Synchro models, assistance with determining mitigation feasibility and pro-rata share / cost verification. The Engineer will provide written comments to the City

B. Provide support through the review of traffic related issues as needed.

C. Coordinate directly with City Staff.
### RPS Infrastructure Rate Schedule

#### Labor

<table>
<thead>
<tr>
<th>Category</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$300.00</td>
</tr>
<tr>
<td>Office Leader</td>
<td>$280.00</td>
</tr>
<tr>
<td>Team Leader</td>
<td>$265.00</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$230.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$180.00</td>
</tr>
<tr>
<td>Transportation Planner III</td>
<td>$180.00</td>
</tr>
<tr>
<td>Senior Project Engineer</td>
<td>$170.00</td>
</tr>
<tr>
<td>Technical Designer Manager</td>
<td>$155.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$140.00</td>
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<tr>
<td>Transportation Planner II</td>
<td>$140.00</td>
</tr>
<tr>
<td>Associate Engineer III</td>
<td>$120.00</td>
</tr>
<tr>
<td>Associate Engineer I/II</td>
<td>$110.00</td>
</tr>
<tr>
<td>Transportation Planner I</td>
<td>$110.00</td>
</tr>
<tr>
<td>Designer/CAD Tech</td>
<td>$105.00</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$  80.00</td>
</tr>
</tbody>
</table>
## RPS Infrastructure Rate Schedule

### Expenses

<table>
<thead>
<tr>
<th>Category</th>
<th>Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Plan Sheet Reproduction</td>
<td></td>
</tr>
<tr>
<td>a. Commercial B/W</td>
<td>$0.15 Per Square Foot</td>
</tr>
<tr>
<td>b. In-House B/W</td>
<td>$0.25 Per Square Foot</td>
</tr>
<tr>
<td>c. Color</td>
<td>$1.75 Per Square Foot</td>
</tr>
<tr>
<td>2. Photocopying</td>
<td></td>
</tr>
<tr>
<td>a. B/W 8.5 x 11</td>
<td>$0.15 Per Sheet</td>
</tr>
<tr>
<td>b. B/W 11 x 17</td>
<td>$0.25 Per Sheet</td>
</tr>
<tr>
<td>c. Color 8.5 x 11</td>
<td>$0.75 Per Sheet</td>
</tr>
<tr>
<td>d. Color 11 x 17</td>
<td>$1.25 Per Sheet</td>
</tr>
<tr>
<td>3. Per-Diem</td>
<td>$60.00 Per Day</td>
</tr>
<tr>
<td>4. Lodging</td>
<td>$150.00 Per Night</td>
</tr>
<tr>
<td>5. Mileage</td>
<td>$0.58 Per Mile</td>
</tr>
<tr>
<td>6. Plotting</td>
<td></td>
</tr>
<tr>
<td>a. Draft</td>
<td>$3.00 Per Square Foot</td>
</tr>
<tr>
<td>b. Mylar</td>
<td>$6.00 Per Square Foot</td>
</tr>
<tr>
<td>7. CD's</td>
<td>$3.00 Per Each</td>
</tr>
<tr>
<td>8. Deliveries, Parking and Tolls</td>
<td>At Cost</td>
</tr>
</tbody>
</table>
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Edgewood Partners Insurance Center
EPIC Brokers
2700 Post Oak Boulevard, 25th Floor
Houston, TX 77056

CONTACT
Nikki Howes
PHONE (A/C No. Ext): 832-476-6313
FAX (A/C No.): 713-629-8666
E-MAIL ADDRESS: nikki.howes@epicbrokers.com

INSPRER(S) AFFORDING COVERAGE
NAIC #
INSURER A: Llyods of London A.M. Best #
INSURER B: First Liberty Insurance Corporation
INSURER C: Employers Ins Company of Wausau
INSURER D: ACE American Insurance Company
INSURER E:
INSURER F:

COVERAGES

Certificate Number: 52148252
Revision Number:

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

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL SUBR</th>
<th>POLICY NUMBER</th>
<th>POLICY EFP</th>
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<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
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<td>11/5/2020</td>
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<tr>
<td></td>
<td>Professional Liability $1M</td>
<td>OCCUR</td>
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<tr>
<td></td>
<td>Contractors Pollution $1M</td>
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<td></td>
<td>GENL AGGREGATE LIMIT APPLIES PER:</td>
<td>POLICY</td>
<td></td>
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<tr>
<td></td>
<td>OTHER</td>
<td>JEGT</td>
<td>LOG</td>
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</tr>
<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>OWNED AUTOS ONLY</td>
<td>AS6-641-439037-029</td>
<td>11/5/2019</td>
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<td></td>
<td>SCHEDULED AUTOS</td>
<td>HIRIED AUTOS ONLY</td>
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<td>NON-OWNED AUTOS ONLY</td>
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<tr>
<td>A</td>
<td>UMBRELLA LIABILITY</td>
<td>OCCUR</td>
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<td>11/5/2019</td>
<td>11/5/2020</td>
<td>$11,000,000</td>
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<tr>
<td></td>
<td>EXCESS LIABILITY</td>
<td>CLAIMS-MADE</td>
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<td></td>
<td>DED</td>
<td>RETENTION $25,000</td>
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<tr>
<td>C</td>
<td>WORKERS COMPENSATION</td>
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<td>11/5/2020</td>
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<td>AND EMPLOYERS' LIABILITY</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>ANY/PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
<td>Y/N</td>
<td>N/A</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>(Mandatory in NH)</td>
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<td>11/5/2019</td>
<td>11/5/2020</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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

CERTIFICATE HOLDER
City of Georgetown
Attn: Peggy Lambert Leatherman
PO Box 409
Georgetown TX 78627

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

KJ Wagner

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Additional Remarks Schedule

Agency Customer ID: RPSAMERI
Loc #: ___________

Edgewood Partners Insurance Center

Named Insured
RPS Infrastructure, Inc
575 Diary Ashford Road, Suite 700
Houston TX 77079

Policy Number

Carrier

NAIC Code

Effective Date:

Additional Remarks

This Additional Remarks Form is a Schedule to ACORD Form

Form Number: 25
Form Title: Certificate of Liability (03/16)

Holder: City of Georgetown Attn: Peggy Lambert Leatherman
Address: PO Box 409 Georgetown TX 78627

The Certificate Holder and any other party, if required by a written contract, is included as Additional Insured under all policies except Worker's Compensation, with a Waiver of Subrogation in their favor, under all policies. All policies are Primary and Non-Contributory and have a 30 Day Notice of Cancellation to Certificate Holder.

Foreign Package Policy #PHFD38249101-005 - 11/5/2019-11/5/2020

Commercial General Liability
$1,000,000 Each Occurrence
$2,000,000 Aggregate / Products Completed Operations
$1,000,000 Premises Damage Limit
$1,000,000 Personal Injury & Advertising Injury

Contingent Auto Liability - $1,000,000 CSL
Hired Car Physical Damage- $40,000 Any One Accident

Contingent Employers Liability- INCLUDES CANADIAN WORKERS
$1,000,000 Each Accident
$1,000,000 Each Employee
$1,000,000 Policy Limit
$1,000,000 Maritime Employers Liability

Insurer A - Lloyds of London-Maritime Employers Liability - Policy # EM0015319-
11/5/2019-11/5/2020 - Limit of Liability $1,000,000 Any one Accident or Illness
including indemnity and expense. Maritime Coverage includes USL&H, Death on the High Seas,
Outer Continental Shelf Lands Act, Jones Act, In REM.

General Liability Includes:
Blanket Additional Insured: (Your Work) CG2037; Blanket Additional Insured (Completed Ops)
CG2010; Non-Owned Watercraft Coverage; Per Project Aggregate Limits; $5,000,000
Aggregate); Gulf of Mexico / In Rem Endorsement; Blanket Waiver of Subrogation as required
by written contract; Underground Resources and Equipment; Primary/Non-Contributory as
required by written contract; Separation of Insureds; Coverage for Independent
Contractors; Worldwide Coverage
Contractual Liability for Business Contracts; No Exclusions for X,C,U; 30 Day Notice of
Cancellation to Certificate Holder except 10 Days for Non-Payment of Premium

Pollution Liability Coverage Includes:
Separation of Insureds; Blanket Additional Insured as required by written contract;
Blanket Waiver of Subrogation as required by written contract; Contractual Liability for
Business Contracts; Gulf of Mexico / In Rem; Primary / Non-Contributory as required by
written contract

Professional Liability Coverage Includes:
Separation of Insureds; Blanket Additional Insured as required by written contract;
Blanket Waiver of Subrogation as required by written contract; Contractual Liability for
Business Contracts; Gulf of Mexico / In Rem; Primary / Non-Contributory as required by
written contract

Automobile Policy Includes:
Blanket Additional Insured as required by written contract; Blanket Waiver of Subrogation
as required by written contract; Employees as Insureds; Blanket Additional Insured and
ADDITIONAL REMARKS SCHEDULE

AGENCY
Edgewood Partners Insurance Center

NAMED INSURED
RPS Infrastructure, Inc
575 Dairy Ashford Road, Suite 700
Houston TX 77079

POLICY NUMBER

CARRIER

NAIC CODE

EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)
HOLDER: City of Georgetown Attn: Peggy Lambert Leatherman
ADDRESS: PO Box 409 Georgetown TX 78627

Loss Payee for Lessors when required; Primary/Non-Contributory; 30 Day Notice of Cancellation to Certificate Holder

Worker's Compensation Policy Includes:
USL&H; Outer Continental Shelf Lands Act Endorsement; Maritime Employer's Liability;
Voluntary Compensation; Alternate Employer; Blanket Waiver of Subrogation as required by written contract; All States Coverage; Stop Gap Coverage for monopolistic States; 30 Day Notice of Cancellation to Certificate Holder.

Umbrella/Excess Policy Includes:
Follow form of all underlying policies shown on certificate: General Liability, Professional Liability, Pollution, Employer's Liability, Auto Liability, Maritime (MEL), and Foreign Package; Drop down coverage; Separation of Insureds; Blanket Additional Insured as required by written contract; 30 Day Notice of Cancellation to Certificate Holder; Blanket Waiver of Subrogation as required by written contract; Primary / Non-Contributory as required by written contract.

All carriers are rated "A" or higher by A. M. Best's.
SUBJECT:
Consideration and possible action to approve Task Order KPA-20-010 with Kasberg, Patrick, and Associates in the amount of $100,000.00 for new development plan review support services -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:
This task order is for plan review support services for civil engineering related to new development. As in the prior year, under this scope, KPA will provide engineering plan review for streets, drainage, water, and wastewater in compliance with federal, city & state standards as well as the recent shot clock legislation. These services will be provided on an as-needed basis and fees have been recently revised to recoup these costs.

Staff recommends approval of this task order.

FINANCIAL IMPACT:
Funds are available in the FY21 Budget for these services and are recovered through developer paid plan review/application fees.

SUBMITTED BY:
Wesley Wright

ATTACHMENTS:

FY21 New Development Plan Review Task Order
In accordance with paragraph 1.01 of the Master Services Agreement between Owner and Kasberg, Patrick & Associates, LP ("Engineer") for Professional Services – Task Order Edition, dated March 23, 2016, ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**
   
   A. Title: FY2021 New Development Plan Review
   
   B. Description: This project involves providing plan reviews for private developments submitted to the City of Georgetown for approval. KPA will provide the plan review services and issue comments for the specific development plans that are to be addressed prior to final approval.
   
   C. City of Georgetown Project Number: ______________________________
   
   D. City of Georgetown General Ledger Account No.: _____________________
   
   E. City of Georgetown Purchase Order No.: ______________________________
   
   F. Master Services Agreement, Contract Number: 2016-730-MSA

2. **Services of Engineer**

   See attached Exhibit A for a more detailed scope.

3. **Owner's Responsibilities**

   Owner shall have those responsibilities set forth in the Agreement subject to the following:
   
   Provide access to MyPermitNow and general direction regarding plans to be reviewed by KPA.

4. **Times for Rendering Services**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan Review</td>
<td>As Needed</td>
</tr>
</tbody>
</table>

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Georgetown – Revised 3.11
EJCDC E-505 Standard Form of Agreement Between Owner and Engineer Professional Services—Task Order Edition
Copyright ©2004 National Society of Professional Engineers for EJCDC. All rights reserved.
Attachment 1 – Task Order Form
Page 1 of 4
Page 334 of 643
5. **Payments to Engineer**

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

<table>
<thead>
<tr>
<th>Category of Services</th>
<th>Compensation Method</th>
<th>Lump Sum or Not to Exceed Amount of Compensation for Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plan Review</td>
<td>Standard Hourly Rates</td>
<td>$100,000.00</td>
</tr>
</tbody>
</table>

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

6. **Consultants:**

   Kasberg, Patrick & Associates, LP – Georgetown, Texas

7. **Other Modifications to Agreement:**

   None

8. **Attachments:**

   Exhibit A – Scope
   Exhibit B – Hourly Rates Schedule

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

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

OWNER: 

By: ____________________________  
Name: ____________________________  
Title: ____________________________  
Date: ________________

ENGINEER:

By: ____________________________  
Name: Alvin R (Trae) Sutton III, PE.CFM  
Title: Principal  
Engineer License or Firm’s Certificate No. F-510  
State of: Texas  
Date: ____________________________

APPROVED AS TO FORM:

________________________________________
City Attorney
<table>
<thead>
<tr>
<th>Owner: Designated Representative for Task Order:</th>
<th>Engineer: Designated Representative for Task Order:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Wesley Wright</td>
<td>Name: Trae Sutton, P.E., CFM</td>
</tr>
<tr>
<td>Title: Systems Engineering Director</td>
<td>Title: Principal</td>
</tr>
<tr>
<td>Address: 300-1 Industrial Ave. Georgetown, TX 78626</td>
<td>Address: 1008 South Main Street Georgetown, TX 78626</td>
</tr>
<tr>
<td>E-Mail Address: <a href="mailto:Wesley.wright@georgetown.org">Wesley.wright@georgetown.org</a></td>
<td>E-Mail Address: <a href="mailto:TSutton@kpaengineers.com">TSutton@kpaengineers.com</a></td>
</tr>
<tr>
<td>Phone: 512-931-7672</td>
<td>Phone: 512-819-9478</td>
</tr>
<tr>
<td>Fax:</td>
<td>Fax: 254-733-6667</td>
</tr>
</tbody>
</table>
EXHIBIT A – DETAILED PROJECT SCOPE
SERVICES PROVIDED BY ENGINEER
KASBERG, PATRICK & ASSOCIATES, LP
GEORGETOWN, TEXAS

Project Description:

This project involves reviewing plans from private developers and issuing comments to be addressed for plan approval.

Scope of Services:

The scope of services associated with Plan Review includes:

I. Plan Review

a. Plan Review

i. The ENGINEER will review all plans released by the City of Georgetown Staff for compliance with standard engineering practice, City of Georgetown Standards and City of Georgetown Specifications.

ii. The ENGINEER will write a letter addressed to the City of Georgetown designated staff member and copied to the Private Developer’s Engineer listing all comments found during the review process. The letter will be sent no later than fourteen (14) calendar days from the receipt of the plans from the City of Georgetown.

iii. The ENGINEER will review all follow up submittals to ensure all comments have been addressed from previous submittals. The letter will be addressed to the City of Georgetown designated staff member and copied to the Private Developer’s Engineer listing any further comments found during the review process. If there are no further comments a letter stating that all comments have been addressed will be sent. The letter will be sent no later than fourteen (14) calendar days from the receipt of the plans from the City of Georgetown.
## EXHIBIT B

### Hourly Rates

**City of Georgetown**

**Plan Review**

<table>
<thead>
<tr>
<th>POSITION</th>
<th>MULTIPLIER</th>
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<td>Project Manager</td>
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<td>2.4</td>
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<td>On-Site Representative</td>
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SUBJECT:
Consideration and possible action to approve Task Order KPA-20-011 for professional engineering design services for FY21 Street Maintenance, Sidewalks, Traffic Signals, and Curb and Gutter improvements with Kasberg Patrick & Associates of Georgetown, Texas in the amount of $880,900.00 -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:
This task order is for civil engineering design services related to multiple FY21 Capital Improvement Plan projects including:

Street Maintenance - Hot-in-Place Recycling is scheduled to continue in the downtown area, generally in the area bound by 6th, 10th, Austin Avenue, & Scenic. Also included in the FY21 street maintenance plan is the area north of Williams Drive, generally bound by Wagon Wheel, River Bend, Broken Spoke, and Lonesome Trail. A detailed map showing each street is attached for reference.

Street Maintenance - High Performance Pavement Seal is proposed for multiple neighborhoods including far northwest portions of Sun City, northern streets in Berry Creek, Lakeside Ranch/Olive Creek, as well as areas both east and west along FM 1460 near Quail Valley & Pleasant Valley. A detailed map showing each proposed street is included for reference.

Sidewalks - The FY21 CIP Budget includes a continuation of Priority 1 Sidewalk improvements in the Downtown Area. Prior year funding included the immediate Downtown Square and new City Hall area. Current year funding will extend out from that area and continue to focus on the Downtown Overlay District.

Curb and Gutter repairs for various locations of old/damaged/non-functioning curb & gutter are also included in this scope of design services.

Traffic Signals have also been included in the FY21 Budget and are included in the design scope of services at the following locations:
- Williams Drive & Estrella
- Shell Road & Verde Vista
- SE Inner Loop & Rockride

Finally, pedestrian activated rapid flashing beacons for crosswalks have also been included in the FY21 budget and are included in this engineering task order for the following locations:
- 8th Street @ The Library
- Austin & 5th Street
- Cool Springs @ The Cowan Creek Amenity Center (Sun City)
- Industrial Blvd @ The Georgetown Municipal Complex

FINANCIAL IMPACT:
The total for all design, bidding, and construction phase services for all projects is $880,900. A detailed breakdown of each project is included in the Task Order.

Funds are included in the FY21 Capital Improvement Budget.

SUBMITTED BY:
Wesley Wright

ATTACHMENTS:
Task Order

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

1. Specific Project Data

   A. Title:  2021 Street Maintenance Projects

   B. Description: Professional Engineering Services for the preparation of plans, specifications, bidding documents and construction administration for the City of Georgetown’s 2021 Street Maintenance Projects. The project consists of the two (2) different street maintenance methods: hot in place recycling (HIPR) and high performance pavement seal application, as well as, the 2021 Curb & Gutter Replacement Project, 2021 Downtown Sidewalk Improvements, and 2021 Intersection Safety Enhancement Project. Each project will also include the evaluation of all existing pedestrian ramps along the proposed project route to determine if the ramps are ADA compliant. Any pedestrian ramp that identified as non-compliant will be removed and replaced in conjunction with this project. This project will also include Onsite Representation Services for the high performance pavement seal applications.

   C. City of Georgetown Project Number: __________________________________________

   D. City of Georgetown General Ledger Account No.: ________________________________

   E. City of Georgetown Purchase Order No.: _______________________________________

   F. Master Services Agreement, Contract Number: 2016-730-MSA_____________________

2. Services of Engineer

   See Exhibit A, Scope of Services, attached

3. Owner's Responsibilities

   Owner shall have those responsibilities set forth in the Agreement subject to the following: City to provide asbuilt/record drawing of City owned utilities located in the proposed project areas.

4. Times for Rendering Services

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Bidding:

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Construction Administration/Onsite Representation:

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<tr>
<td>2021 C&amp;G, SW, Int Safety</td>
<td>January 1, 2022</td>
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</table>

5. **Payments to Engineer**

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

<table>
<thead>
<tr>
<th>Category of Services</th>
<th>Compensation Method</th>
<th>Lump Sum or Not to Exceed Amount of Compensation for Services</th>
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</thead>
<tbody>
<tr>
<td>Basic Services</td>
<td>A. Lump Sum</td>
<td>$880,900.00</td>
</tr>
<tr>
<td>Final Design, Bidding, Construction Phase</td>
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</tr>
</tbody>
</table>

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

6. **Consultants:**

   Kasberg, Patrick & Associates, LP – Georgetown, Texas
   John Aldridge, Inspector – Georgetown, Texas
   All County Surveying – Georgetown, Texas

7. **Other Modifications to Agreement:**

   None

8. **Attachments:**

   Exhibit A – Scope of Services
   Exhibit B – Fee Schedule Summary
   Exhibit C – Overall Project Exhibit

TASK ORDER

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

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

OWNER:  

By: ______________________________  

Name: Dale Ross  

Title: Mayor, City of Georgetown  

Date: ________________

ENGINEER:  

By: ______________________________  

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

Title: Principal  

Engineer License or Firm’s Certificate No. F-510  

State of: Texas  

Date: September 1, 2020

APPROVED AS TO FORM:

________________________________________

City Attorney
<table>
<thead>
<tr>
<th>Owner: Designated Representative for Task Order:</th>
<th>Engineer: Designated Representative for Task Order:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Wesley Wright</td>
<td><strong>Name:</strong> Trae Sutton, P.E., CFM</td>
</tr>
<tr>
<td><strong>Title:</strong> Systems Engineering Director</td>
<td><strong>Title:</strong> Principal</td>
</tr>
<tr>
<td><strong>Address:</strong> 300-1 Industrial Ave.</td>
<td><strong>Address:</strong> 1008 South Main Street</td>
</tr>
<tr>
<td>Georgetown, TX  78626</td>
<td>Georgetown, TX  78626</td>
</tr>
<tr>
<td><strong>E-Mail Address:</strong> <a href="mailto:Wesley.wright@georgetown.org">Wesley.wright@georgetown.org</a></td>
<td><strong>E-Mail Address:</strong> <a href="mailto:TSutton@kpaengineers.com">TSutton@kpaengineers.com</a></td>
</tr>
<tr>
<td><strong>Phone:</strong> 512-931-7672</td>
<td><strong>Phone:</strong> 512-819-9478</td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td><strong>Fax:</strong> 254-733-6667</td>
</tr>
</tbody>
</table>
EXHIBIT A – DETAILED PROJECT SCOPE
SERVICES PROVIDED BY ENGINEER
KASBERG, PATRICK & ASSOCIATES, LP
GEORGETOWN, TEXAS

Project Description:

This project involves final design, bidding, construction administration and onsite representation services for the City of Georgetown’s 2021 Street Maintenance Projects. The project consists of two (2) different street maintenance methods: hot in place recycling (HIPR) and high performance pavement seal application, as well as, the 2021 Curb and Gutter Replacement Project, 2021 Downtown Sidewalk Improvements, & the 2021 Intersection Safety Enhancements. Each project will also include the evaluation of all existing pedestrian ramps along the proposed project route to determine if the ramps are ADA compliant. Any pedestrian ramp that identified as non-compliant will be removed and replaced in conjunction with this project.

This project will also include Onsite Representation Services for the high performance pavement seal application. This service will be provided during the construction phase of these projects and will consist of construction observation, daily construction reports, product installation evaluation, project communication with the City, and general conformance with plans and specifications by the contractor and replaced in conjunction with this project.

For the hot in place recycling (HIPR Process) application, each street location will include the evaluation of the existing pedestrian ramps along the proposed project route to determine if the ramps are ADA compliant. Any pedestrian ramp that identified as non-compliant will be removed and replaced in conjunction with this project. The streets that are proposed to receive the HIPR treatment can be found on the attached Exhibit C.

The high performance pavement seal application is a high density mineral bond asphalt emulsion that includes a blend of fine aggregates. The application limits oxidative damage to the roadway that is a result of sun exposure and moisture. The streets proposed for high performance pavements seals in this year’s project are identified on the attached Exhibit C.

This task order also involves final design, bidding and construction administration services for the City of Georgetown’s 2021 Curb & Gutter Replacement Project. The exact location of the curb and gutter replacement will be finalized prior to surveying being authorized. The 2021 Curb & Gutter Replacement project will remove the existing square top curb and replace with standard curb and gutter. We will also include the evaluation of all existing pedestrian ramps that intersect the proposed project route to determine if the ramps are ADA compliant. Any pedestrian ramp that identified as non-compliant will be removed and in conjunction with this project.

The FY21 Downtown Sidewalk Improvements Project will include sidewalk and ADA improvements at various locations in and around the downtown area, and other pedestrian connection points in the downtown area. The services for this project shall include the performing of topographic surveys, preparation of plans and technical specifications, bidding services, product submittal review and construction administration services. Services also include Environmental Phase I Investigations. Exact locations for the sidewalk improvements will be determined by City Staff prior to performing topographic surveys.
The Intersection Safety Enhance Project will consist of providing three (3) traffic signal design, four (4) rectangular rapid flash beacon (RRFB) design, pedestrian ramp reconfiguration, utility coordination, environmental phase I investigations, bidding documents, specifications, estimate, bidding services, and construction administration. This scope does not include ROW Documents, ROW negotiation services for property acquisition, relocation services, and condemnation services as well as ROW appraisals for the impacted properties. The proposed improvements will be located at the intersections listed below:

Traffic Signal Improvement Locations:
- Williams Drive & Estrella Crossing;
- SE Inner Loop & Rockride Lane;
- Shell Road & Verde Vista.

RRFB Improvement Locations:
- Cool Springs Way @ Cowan Creek Amenity Center/GC
- 5th Street and Austin
- 8th Street @ Parking Lots across from Library
- Industrial Avenue @ GMC Building Remote Parking Lot

Scope of Services:

2021 Street Maintenance Projects Scope of Services:

The scope of services associated with these projects is as follows:

I. Design Phase

a. Data Collection, Permits, and Utility Coordination

   i. The ENGINEER will utilize existing topographic information and City data to develop surfaces for the proposed street maintenance streets.
   ii. The ENGINEER will determine areas within the project that require tree pruning and care. Details and procedures will be developed, coordinated, and approved by the City of Georgetown arborist.
   iii. The ENGINEER will coordinate with utility companies and other City departments to identify any possible conflicts and/or proposed utility improvements on the proposed street maintenance projects.
   iv. The ENGINEER will investigate general Drainage within the project area and conveyance to positive flow at the connection points of the project to existing conditions. Any areas of concern or non-conveyance will be reported to the City of Georgetown Staff and discussed.
   v. The ENGINEER will review curbs, Driveways, etc. to determine conflicts with existing private property connections to the project.
   vi. The ENGINEER will conduct a review of all pedestrian ramps to determine their ADA compliance status along the project routes.
vii. The ENGINEER will incorporate City of Georgetown imagery into the GIS data and integrate the two as a model.

b. Develop Design Plans

i. The ENGINEER will utilize any existing topographic data and surface model to develop plan sheets identifying project limits for each street maintenance application. The plan sheets shall identify locations of existing water valve, fire hydrant, wastewater manholes and other existing utilities located within the project limits.

ii. The ENGINEER will develop plan sheets with elevation call outs for in-house curb and gutter replacement projects.

iii. The ENGINEER will develop erosion control/sedimentation/tree protection plans.

iv. The ENGINEER will develop traffic control, striping and signing plans for each street maintenance application location.

v. The ENGINEER will develop all standard and special details for each construction method.

vi. The ENGINEER will develop plan sheets identifying non-compliant ADA pedestrian ramps that are to be replaced as part of this project. The plan sheets will identify location, ramp type and any sidewalk improvement required to bring the ADA ramp into compliance.

vii. The ENGINEER will develop a quantity take-off and an estimate of probable construction cost for each street maintenance method.

c. Develop Bidding Documents for the Project

i. The ENGINEER will develop detailed technical specifications for each street maintenance method.

ii. The ENGINEER will develop a detailed quantity take off for work to be performed for each street maintenance method. The ENGINEER will utilize this detailed quantity take off to prepare a bid schedule for the project.

iii. The ENGINEER will prepare the contract document project manual.

d. Review Plans with City Staff, Incorporate Comments

i. The ENGINEER will schedule a meeting with City Staff to review the plans at the 50%, 75% and 90% design stages to discuss issues and report any dilemmas that have been encountered.

ii. The ENGINEER will receive all City Staff comments and incorporate into the plans. Once comments have been incorporated the ENGINEER will schedule a second meeting with City Staff to review the revised plans.

iii. The ENGINEER will submit the five sets of final plans to City Staff.

II. Bidding

a. The ENGINEER will develop the invitation to bid and deliver to City Staff for advertising the project for public bidding. The ENGINEER will also solicit bids from past contractors to acquire as competitive a bidding process as possible;

b. The ENGINEER will manage and distribute bidding documents;
c. The ENGINEER will prepare for the Pre-Bid Conference, develop an agenda and sign in sheet, conduct the Pre-Bid Conference, take notes at the conference, prepare minutes and incorporate into the addenda;
d. The ENGINEER will receive all questions from bidders, log the questions and answer in the form of an addenda;
e. The ENGINEER will conduct the bid letting, receive all bids, tabulate the bids and certify them;
f. The ENGINEER will research the low bidder(s) qualifications and recommend award to the City of Georgetown.

III. Construction Administration

a. The ENGINEER will prepare contract documents; forward those to the contractor awarded the project by the Georgetown City Council. Once the contractor has executed the contract documents, they will be checked for proper documentation and forwarded to the City of Georgetown for execution;
b. The ENGINEER will schedule and conduct the Pre-Construction Conference. Minutes from the conference will be taken and distributed;
c. The ENGINEER will receive and review all submittals and material samples for the project. Documentation for the submittals will be generated and distributed to the City of Georgetown and the contractor;
d. The ENGINEER will hold regularly scheduled construction progress meetings. These meetings will include meeting agendas covering project specifics and schedules. Notes will be taken by the ENGINEER at the meetings. Minutes will then be developed and distributed to the City of Georgetown Staff and the contractor;
e. The ENGINEER will make periodic visits the project site. These site visits are utilized to perform a general overview of the project and answer any questions the contractor may have. The City of Georgetown will provide daily on-site representation for the project;
f. The ENGINEER will develop pay estimate forms for the project. These will be distributed to City Staff and the contractor. The ENGINEER will review the pay requests with City Staff;
g. The ENGINEER will conduct a final walk through of the project. Punch list items will be generated during this review. A letter addressed to City Staff will be generated discussing the findings of the walk through. The contractor will be copied on this letter as well;
h. The ENGINEER will develop final record Drawings for the City of Georgetown Staff. The record Drawings will be presented in the form of a DVD with pdf of each plan sheet and a full 11x17 hard copy.

IV. Onsite Representation

a. The ENGINEER will observe equipment and materials for compliance with the plans and specifications and approved shop drawing submittals;
b. The ENGINEER will verify installed quantities and materials on hand for monthly pay estimates to Contractors.
c. The ENGINEER will confirm and note changes on as-built plans submitted by Contractors.
d. The ENGINEER will prepare written daily reports on the City of Georgetown Inspection Form. The information provided will include construction activities summarizing work performed, quantities installed, number of laborers on site, equipment used, weather conditions and significant activities and test results (if required).

2021 Curb & Gutter Replacement Scope of Services:

The scope of services associated with this project is as follows:

I. Design Phase
   a. Data Collection, Permits, and Utility Coordination
      i. The ENGINEER will obtain and develop detailed topographical survey for all curb and gutter replacement projects.
      ii. The ENGINEER will coordinate with utility companies and other City departments to identify any possible conflicts and/or proposed utility improvements on the proposed roadway rehabilitations.
      iii. The ENGINEER will investigate general drainage within the project area and conveyance to positive flow at the connection points of the project to existing conditions. Any areas of concern or non-conveyance will be reported to the City of Georgetown Staff and discussed.
      iv. The ENGINEER will review curbs, driveways, etc. to determine conflicts with existing private property connections to the project.
      v. The ENGINEER will conduct a review of all pedestrian ramps to determine their ADA compliance status along the project routes.
      vi. The ENGINEER will incorporate City of Georgetown imagery into the field surveys and integrate the two as a model.
   b. Develop Design Plans
      i. The ENGINEER will utilize the survey data and surface model to develop plan and profile sheets for the proposed curb and gutter replacement projects. The ENGINEER will illustrate all proposed slopes, typical sections, plan/profiles, and improvement locations.
      ii. The ENGINEER will develop plan/profiles for curb and gutter replacement projects.
      iii. The ENGINEER will develop erosion control/sedimentation/tree protection plans.
      iv. The ENGINEER will develop traffic control, striping and signing plans if required.
      v. The ENGINEER will develop all standard and special details for each construction method.
      vi. The ENGINEER will develop a quantity take-off and an estimate of probable construction cost for the project.
   c. Develop Technical Specifications for the Project
      i. The ENGINEER will develop detailed technical specifications for the Curb & Gutter.
d. Review Plans with City Staff, Incorporate Comments
   i. The ENGINEER will schedule a meeting with City Staff to review the plans at the 60% and 90% design stages to discuss issues and report any dilemmas that have been encountered.
   ii. The ENGINEER will receive all City Staff comments and incorporate into the plans. Once comments have been incorporated the ENGINEER will schedule a second meeting with City Staff to review the revised plans.
   iii. The ENGINEER will submit the five sets of final plans to City Staff.

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

III. Construction Administration
a. The ENGINEER will prepare contract documents; forward those to the contractor awarded the project by the Georgetown City Council. Once the contractor has executed the contract documents, they will be checked for proper documentation and forwarded to the City of Georgetown for execution;
b. The ENGINEER will schedule and conduct the Pre-Construction Conference. Minutes from the conference will be taken and distributed;
c. The ENGINEER will receive and review all submittals and material samples for the project. Documentation for the submittals will be generated and distributed to the City of Georgetown and the contractor;
d. The ENGINEER will hold regularly scheduled construction progress meetings. These meetings will include meeting agendas covering project specifics and schedules. Notes will be taken by the ENGINEER at the meetings. Minutes will then be developed and distributed to the City of Georgetown Staff and the contractor;
e. The ENGINEER will make periodic visits the project site. These site visits are utilized to perform a general overview of the project and answer any questions the contractor may have. The City of Georgetown will provide daily on-site representation for the project;
f. The ENGINEER will develop pay estimate forms for the project. These will be distributed to City Staff and the contractor. The ENGINEER will review the pay requests with City Staff;
g. The ENGINEER will conduct a final walk through of the project. Punch list items will be generated during this review. A letter addressed to City Staff will be
generated discussing the findings of the walk through. The contractor will be copied on this letter as well;

h. The ENGINEER will develop final record drawings for the City of Georgetown Staff. The record drawings will be presented in the form of a DVD with pdf of each plan sheet and a full 11x17 hard copy.

2021 Downtown Sidewalk Improvements Scope of Services:

The scope of services associated with this project is as follows:

I. Design Phase
   a. Data Collection, Permits, and Utility Coordination
      i. The ENGINEER will obtain and develop detailed topographical survey for each area.
      ii. The ENGINEER will coordinate with utility companies and other City departments to identify any possible conflicts and/or proposed utility improvements on the proposed roadway rehabilitations.
      iii. The ENGINEER will investigate general drainage within the project area and conveyance to positive flow at the connection points of the project to existing conditions. Any areas of concern or non-conveyance will be reported to the City of Georgetown Staff and discussed.
      iv. The ENGINEER will review curbs, driveways, etc. to determine conflicts with existing private property connections to the project.
      v. The ENGINEER will conduct a review of all pedestrian ramps to determine their ADA compliance status along the project routes.
      vi. The ENGINEER will incorporate City of Georgetown imagery into the field surveys and integrate the two as a model.

   b. Develop Design Plans
      i. The ENGINEER will utilize the survey data and surface model to develop plan and profile sheets for the proposed curb and gutter replacement projects. The ENGINEER will illustrate all proposed slopes, typical sections, plan/profiles, and improvement locations.
      ii. The ENGINEER will develop plan/profiles for the following:
         a. Sidewalk Improvements;
         b. Pedestrian Ramps.
      iii. The ENGINEER will develop erosion control/sedimentation/tree protection plans.
      iv. The ENGINEER will develop traffic control, striping and signing plans if required.
      v. The ENGINEER will develop all standard and special details for each construction method.
      vi. The ENGINEER will develop a quantity take-off and an estimate of probable construction cost for each project.

   c. TDLR Clearances
      i. The ENGINEER will submit the final design plans to TDLR for project review and registration. The fee associated with project review, registration and inspection is included in Exhibit B of this Task Order.
d. TCEQ Clearances
   i. The ENGINEER shall prepare an Exception Request based on the sidewalk improvements being located within the downtown water quality pond drainage area;
   ii. The ENGINEER will develop plans, reports and other required documents to submit to TCEQ an Exception Request for Edwards Aquifer clearances. The TCEQ fee for this type of approval has been included in Exhibit B of this Task Order;

e. Develop Project Details
   i. The ENGINEER will develop details for the project to include:
      1. Sidewalk Details
      2. Curb & Gutter Details (If Required)
      3. Drainage Details (If Required)
      4. Misc. Details

f. Develop Technical Specifications for the Project
   i. The ENGINEER will develop detailed technical specifications for the Project.

g. Review Plans with City Staff, Incorporate Comments
   i. The ENGINEER will schedule a meeting with City Staff to review the plans at the 60% and 90% design stages to discuss issues and report any dilemmas that have been encountered.
   ii. The ENGINEER will receive all City Staff comments and incorporate into the plans. Once comments have been incorporated the ENGINEER will schedule a second meeting with City Staff to review the revised plans.
   iii. The ENGINEER will submit the five sets of final plans to City Staff.

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

III. Construction Administration
   a. The ENGINEER will prepare contract documents; forward those to the contractor awarded the project by the Georgetown City Council. Once the contractor has executed the contract documents, they will be checked for proper documentation
and forwarded to the City of Georgetown for execution;
b. The ENGINEER will schedule and conduct the Pre-Construction Conference. Minutes from the conference will be taken and distributed;
c. The ENGINEER will receive and review all submittals and material samples for the project. Documentation for the submittals will be generated and distributed to the City of Georgetown and the contractor;
d. The ENGINEER will hold regularly scheduled construction progress meetings. These meetings will include meeting agendas covering project specifics and schedules. Notes will be taken by the ENGINEER at the meetings. Minutes will then be developed and distributed to the City of Georgetown Staff and the contractor;
e. The ENGINEER will make periodic visits the project site. These site visits are utilized to perform a general overview of the project and answer any questions the contractor may have. The City of Georgetown will provide daily on-site representation for the project;
f. The ENGINEER will develop pay estimate forms for the project. These will be distributed to City Staff and the contractor. The ENGINEER will review the pay requests with City Staff;
g. The ENGINEER will conduct a final walk through of the project. Punch list items will be generated during this review. A letter addressed to City Staff will be generated discussing the findings of the walk through. The contractor will be copied on this letter as well;
h. The ENGINEER will develop final record drawings for the City of Georgetown Staff. The record drawings will be presented in the form of a DVD with pdf of each plan sheet and a full 11x17 hard copy.

2021 Intersection Safety Enhancement Project Scope of Services:

The scope of services associated with this project is as follows:

I. Project Management/Coordination

   a. The ENGINEER shall coordinate, conduct and document a Project Kickoff Meeting with City Staff.

   b. The ENGINEER shall attend 30%, 60%, 90% and 100% Project Submittal Meetings with City Staff. The ENGINEER shall review the submittal package with City Staff and provide written questions and or comments that may arise during the design process and review those with City Staff and provide recommendations, if required. These meetings may also include meeting with Landowners to review the proposed project alignment. Assume six (6) meetings shall be required.

   c. The ENGINEER shall provide Contract Management and Coordination. This shall include developing monthly invoices and progress reports, subconsultant coordination, design coordination with the City and design coordination with dry utilities.

   d. The ENGINEER shall obtain and review the existing data provided from the City and that have a direct impact of the proposed project.
II. Utility Coordination
   a. The ENGINEER shall develop an Utility Conflict Map detailing the approximate locations of the existing dry utilities and identify potential conflicts with impacted existing dry utilities.
   b. The ENGINEER shall coordinate, attend and document a Utility Coordination Meeting with the existing utilities located within the proposed corridor to discuss impacts this project on the existing utilities. The ENGINEER shall document the highlights of this meeting. Assume two (2) meetings shall be required.

III. Final Design
   A. Civil Design
      Traffic Signal Design
   a. The ENGINEER (KPA) will coordinate with LEE ENGINEERING for the traffic signal design.
   b. LEE will gather any available data from KPA on the existing configuration of the intersection and utilities in the area (CAD format). This data should include a roadway (paving) file, right-of-way file, and any available utility files. Based on this information, we will prepare a signal design base map of the intersections.
   c. LEE will discuss any guidelines, procedures, objectives, and intersection specific concerns with KPA and/or City staff.
   d. LEE will visit the project site to photograph key intersection features and measure and confirm dimensions on the base map. We will also identify potential pole locations. We will contact DIG TESS and the City of Georgetown to locate via paint marking known existing underground utilities as necessary.
   e. LEE will then prepare preliminary plan sheets for review by the City. These sheets are expected to include new pole locations, controller cabinet and electrical service locations, conduit and wiring run data, signal heads, and vehicle detection.
   f. LEE will prepare Traffic Signal & RRFB Installation Sheets showing the existing utilities, proposed traffic signal equipment including signal poles and mast arms, pedestrian signal poles, controller cabinet, vehicle and pedestrian signal heads, signing, detection, conduit, ground boxes, electrical service, wiring diagram, pavement markings, signal phasing plan, Opticom detection equipment, communication equipment, and any other equipment required for complete installation of the traffic signal.

Roadway Design
   a. Roadway Geometric Design. The ENGINEER will develop final roadway and curb schematic designs with horizontal and vertical alignments based off the topographic surveys. The alignments will be prepared based off required roadway and/or curb line adjustments to accommodate the proposed traffic signal and shall be designed in compliance with the City of Georgetown, TxDOT and AASHTO Roadway Design Criteria. The ENGINEER will review final schematic alignment with City Staff.
   b. Intersection Layouts. The ENGINEER shall design typical intersection layouts that identify all horizontal and vertical geometry along the proposed project route. This
will also include obtaining project data and alignment(s) from adjacent and/or connecting design projects as may affect the development of proposed alignment.

c. Pedestrian Facility. The ENGINEER shall perform final design in order to develop plan and profile drawings for a pedestrian facility along the proposed project route. The design of the multi-use trail facility shall be in accordance with the American with Disabilities Act (ADA), Texas Department of License and Regulations (TDLR) and TxDOT design requirements for pedestrian facilities and AASHTO Guidelines for Bike Facilities.

**Drainage Design**

a. The ENGINEER will incorporate all design surveys into computer aided drafting and develop topographies and surfaces. This data will be utilized to develop final drainage areas, hydrology and hydraulics. This will include topographic working drawings to prepare the final drainage design.

b. The ENGINEER will develop storm water hydrology for the ultimate roadway section for the project area. The hydrology will be modeled utilizing HEC-HMS with City of Georgetown drainage criteria. The model will incorporate the 10%, 4%, 2% and 1% annual chance storm events. Modeling will develop storm water flows to all cross culverts and roadway conveyances. Based on the data developed drainage infrastructure will be designed for final design for the intersection.

c. The ENGINEER will develop a grading plan for the proposed storm water collection systems that may be required for this intersection.

**Incidentals Design**

a. The ENGINEER will design erosion control measures to be utilized for the project and shall identify the locations of the measures to be installed in an overall erosion control exhibit to be incorporated into the plans.

b. The ENGINEER will design an overall striping plan for the project route in accordance with City of Georgetown, TxDOT and Texas Manual on Uniform Traffic Control Devices (TMUTCD) requirements.

c. The ENGINEER will prepare a traffic control plan in accordance with the City of Georgetown, TxDOT and Texas Manual on Uniform Traffic Control Devices (TMUTCD) requirements.

d. The ENGINEER will provide miscellaneous construction details required to construct the project.

e. The ENGINEER will develop and prepare project specific technical specifications.

f. The ENGINEER will prepare a project bid schedule. The ENGINEER will perform a quantity take off for the project and will prepare and opinion of probable construction cost based off the 100% plan sets (bidding sets).

g. The ENGINEER will prepare Contract Documents and Technical Specification books and 100% Plan Sets and deliver to the City. (10 Sets)

**Bidding**

a. The ENGINEER will develop the invitation to bid and deliver to City Staff for advertising the project for public bidding. The ENGINEER will also solicit bids from past contractors to acquire as competitive a bidding process as possible.
b. The ENGINEER will manage and distribute bidding documents.

c. The ENGINEER will prepare for the Pre-Bid Conference, develop an agenda and sign in sheet, conduct the Pre-Bid Conference, take notes at the conference, prepare minutes and incorporate into the addenda.

d. The ENGINEER will receive all questions from bidders, log the questions and answer in the form of an addenda.

e. The ENGINEER will conduct the bid letting, receive all bids, tabulate the bids and certify them.

f. The ENGINEER will research the low bidder(s) qualifications and recommend award to the City of Georgetown.

V. Construction Administration

a. The ENGINEER will prepare contract documents; forward those to the contractor awarded the project by the Georgetown City Council. Once the contractor has executed the contract documents, they will be checked for proper documentation and forwarded to the City of Georgetown for execution.

b. The ENGINEER will prepare and distribute construction plan sets, incorporating information and changes to the plans and specifications that were addressed in the Addenda.

c. The ENGINEER will schedule and conduct the Pre-Construction Conference. Minutes from the conference will be taken and distributed.

d. The ENGINEER will receive and review all submittals and material samples for the project. Documentation for the submittals will be generated and distributed to the City of Georgetown and the contractor.

e. The ENGINEER will hold monthly construction progress meetings. These meetings will include meeting agendas covering project specifics and schedules. Notes will be taken by the ENGINEER at the meetings. Minutes will then be developed and distributed to the City of Georgetown Staff and the contractor.

f. The ENGINEER will make periodic visits the project site. These site visits are utilized to perform a general overview of the project and answer any questions the contractor may have. The City of Georgetown will provide daily on-site representation for the project.

g. The ENGINEER will develop pay estimate forms for the project. These will be distributed to City Staff and the contractor. The ENGINEER will review the pay requests with City Staff.

h. The ENGINEER will conduct a final walk through of the project. Punch list items will be generated during this review. A letter addressed to City Staff will be generated discussing the findings of the walk through. The contractor will be copied on this letter as well.

i. The ENGINEER will develop final record Drawings for the City of Georgetown Staff. The record Drawings will be presented in the form of a DVD with pdf of each plan sheet and a full 11x17 hard copy.
## Summary of Proposed Project Costs

<table>
<thead>
<tr>
<th>Bid Package</th>
<th>Roadway Repair Method</th>
<th>Proposed Professional Services Fee</th>
<th>Opinion of Probable Construction Costs</th>
<th>Total Project Cost</th>
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SUBJECT:
Consideration and possible action to approve a Traffic Improvement Agreement with Cedar Breaks West -- Wesley Wright, P.E., Systems Engineering Director

ITEM SUMMARY:
The proposed Cedar Breaks West development is located at the southwest corner of Williams and Wildwood (directly adjacent to HEB). It consists of an approximately 30,000 square foot gymnasium and over 60,000 square feet of retail space, included several potential restaurant sites.

The city's Unified Development Code requires such a development to complete a traffic impact analysis (TIA) in order to determine appropriate pro-rata cash contributions to future transportation improvements related to the development.

In exchange for relief from the delay and cost associated with a TIA, it is recommended that the developer be required to construct a right turn lane from eastbound Williams onto Wildwood, as well as a right turn lane from northbound Wildwood onto Williams.

Staff has received repeated complaints about poor traffic flow at this intersection. Both turn lanes will significantly improve traffic flow into, out of, and around these large commercial/retail developments, as well as the neighboring residential community.

Under the terms of the attached agreement, no costs will be incurred by the city. The developer would be responsible for all design and construction costs associated with these turn lanes, as opposed to only paying a proportional share under the TIA method - with no definite construction date.

The developer is progressing through the plat/plan review process and is expected to start work this winter/spring.

Staff recommends approval of the Traffic Agreement.

FINANCIAL IMPACT:
There is no direct cost to the city under this agreement.

SUBMITTED BY:
Wesley Wright

ATTACHMENTS:

Cedar Breaks West - Traffic Improvement Agreement
STATE OF TEXAS

COUNTY OF WILLIAMSON

CITY OF GEORGETOWN

TRAFFIC IMPROVEMENTS AGREEMENT CONCERNING CEDAR BREAKS WEST

THIS IS AN AGREEMENT ("Agreement") by and between THE CITY OF GEORGETOWN, a Texas home-rule municipal corporation ("City") and GEORGETOWN RETAIL LAND III, L.P., a Texas limited partnership ("GRL"), entered into pursuant to the authority granted to the City by its powers as a home-rule municipal corporation. The City and GRL are sometimes collectively referred to herein as the "Parties".

WHEREAS, GRL is the owner of that certain tract of land in Georgetown, Williamson County, Texas, more fully described on Exhibit A (the "Property");

WHEREAS, GRL desires to develop the Property as a retail development ("Project");

WHEREAS, the Project will have development impacts and create additional traffic demands;

WHEREAS, the City has requested and GRL has agreed to construct certain traffic and roadway improvements more particularly described herein;

WHEREAS, in consideration of GRL’s construction of said improvements, GRL will not be required to provide a Traffic Improvement Analysis ("TIA"), as contemplated in the city’s Unified Development Code, for the Project;

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and GRL hereby agree as follows:

Article I

Definitions

Section 1.1 Defined Terms. As used in this Agreement, the following terms shall have the following respective meanings where they appear with their initial letters capitalized, unless otherwise specifically provided or unless the context in which they appear otherwise requires:

"Effective Date" shall mean the date this Agreement has been executed by all parties hereto.

"UDC" shall mean the City of Georgetown’s Unified Development Code dated effective March 17, 2017.
Article II

Traffic Improvements

Section 2.1 Apportionment of Municipal Infrastructure Costs. The Parties agree that the cost of the Williams Drive Improvements and Wildwood Drive Improvements, as defined herein, constitute a portion of the costs of municipal infrastructure improvements which does not exceed the portion that is roughly proportionate, as approved by the City’s retained engineer, to the Project.

Section 2.2 Williams Drive Improvements. GRL shall design, construct and pay for the deceleration lane on Williams Drive commencing at the location depicted on Exhibit B and terminating at the intersection of Williams Drive and Wildwood Drive, as more particularly described and/or depicted on Exhibit B attached hereto and made a part hereof (“Williams Drive Improvements”). Upon completion, GRL shall dedicate the Williams Drive Improvements to the City and once dedicated, the Williams Drive Improvements shall be maintained by the City. The completed Williams Drive Improvements will be covered by a two (2) year maintenance bond according to the City standard maintenance bond form.

Section 2.3 Wildwood Drive Improvements. GRL shall design, construct and pay for the right turn lane on Wildwood Drive that will terminate at the intersection of Williams Drive and Wildwood Drive, as more particularly described and/or depicted on Exhibit B attached hereto and made a part hereof (“Wildwood Drive Improvements”). Upon completion, GRL shall dedicate the Wildwood Drive Improvements to the City and once dedicated, the Wildwood Drive Improvements shall be maintained by the City. The completed Wildwood Drive Improvements will be covered by a two (2) year maintenance bond. The Parties agree that the proposed sidewalk to be constructed as part of the Wildwood Drive Improvements, as more particularly depicted on Exhibit B attached hereto, will be constructed within sidewalk easement to be provided pursuant to Section 2.4.

Section 2.4 Easements – General. It is hereby intended that the Williams Drive Improvements and the Wildwood Drive Improvements (collectively, the Traffic Improvements”) will all be located in the existing public right-of-way. The Traffic Improvements will be made, as applicable, in accordance with the development specifications set forth on Exhibit C attached hereto and made a part hereof (“Development Specifications”). The City will make available if possible under the terms of the specific easement, at no cost to GRL, the right to use any rights of way or easements held by the City. If offsite easements are required and GRL is unable to obtain all required offsite easements, upon written request and documentation of a good faith effort, the City may consider using its powers of eminent domain to assist with easement/right of way acquisition. GRL shall be solely liable for any and all costs related to the acquisition of offsite easements.

Section 2.5 Plans and Specifications. The plans and specifications for each of the Traffic Improvements must be submitted to the City for review and approval prior to the commencement of construction of such applicable Traffic Improvements. The Traffic Improvements will be made, as applicable, in accordance with City standards and specifications as well as approved construction plans. The City agrees to provide written comments/notes regarding the submitted
engineering design, plans, and specifications within 30 days of the City’s receipt of such plans. The Parties acknowledge that the Traffic Improvements shall not be required to be publicly bid.

Section 2.6 Timing. The Parties acknowledge and agree that the Traffic Improvements will be included in and constitute a part of GRL’s Site Development Permit for the Project. If the Site Development Permit is done in phases, the Traffic Improvements shall be completed as part of the first phase.

Section 2.7 No TIA Required. In consideration for GRL’s agreement to construct and pay for the Williams Drive Improvements and the Wildwood Drive Improvements, the City hereby waives (i) GRL’s requirement under Section 12.09 of the UDC to provide a TIA for the Project and (ii) GRL’s requirement to dedicate or convey any right-of-way along Wildwood Drive. In addition, the initial developers of any of the lots within the Project (if not GRL) shall not be required to provide a TIA pursuant to Section 12.09 of the UDC.

Section 2.8 Unless specifically provided in this Agreement, all requirements of the UDC and the City Code of Ordinances, including right-of-way dedication, shall apply to the development of this Property.

Article III

Miscellaneous Provisions

Section 3.1 Actions Performable. The City and GRL agree that all actions to be performed under this Agreement are performable solely in Williamson County, Texas.

Section 3.2 Governing Law. The City and GRL agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

Section 3.3 Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

Section 3.4 Complete Agreement/Amendment. This Agreement represents a complete agreement of the Parties and supersedes all prior written and oral matters related to this Agreement. This Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written and recorded agreement by the City and the then current owner of the Property. In the event that the Property shall be owned by more than one owner, then this Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written and recorded agreement by the City and the owners of sixty (60%) of the land area of the Property; provided, however, that so long as GRL has an ownership interest in the Property, it shall be required to join in any cancellation, change, amendment or modification of this Agreement.

Section 3.5 Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made a part of this Agreement as if copied verbatim.
Section 3.6  **Governmental Approvals.** The City agrees to cooperate with GRL in connection with any waivers, permits or approvals GRL may need or desire from Williamson County, the Texas Department of Transportation, Texas Commission on Environmental Quality, or any other regulatory authority in order to develop the Project in accordance herewith.

Section 3.7  **Notice.** All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the Parties at the following addresses:

City:
City of Georgetown  
113 E 8th Street  
Georgetown, Texas 78626  
Attn: City Manager  
Phone: (512) 930-3652  
Fax: (512) 930-3659

with copies to:
City of Georgetown  
City Attorney  
P.O. Box 409  
Georgetown, Texas 78627  
Phone: (512) 930-3653  
Fax: (512) 930-3662

GRL:
Georgetown Retail Land III  
100 E. Anderson Lane, Suite 200  
Austin, Texas 78752  
Attn: Steve Durhman  
Phone: (512) 628-5351

With copies to:  
Metcalf Wolff Stuart & Williams, LLP  
221 W. 6th Street, Suite 1300  
Austin, Texas 78701  
Attn: Talley J. Williams  
Phone: (512) 404-2234  
Fax: (512) 404-2245

Section 3.8  **Force Majeure.** GRL and the City agree that the obligations of each party shall be subject to force majeure events such as unavailability of materials, labor shortages, natural calamity, fire or strike.

Section 3.9  **Successors and Assigns.** This Agreement, and the rights and obligations of the Parties hereunder, shall run with the land and shall inure to the benefit of and be binding on the Parties and their respective successors and assigns.

Section 3.10  **Cooperation.** The Parties shall cooperate with each other as reasonable and necessary to carry out the intent of this Agreement, including but not limited to the execution of
such further documents as may be reasonably required.

Section 3.11 Authority. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and GRL, respectively.

Section 3.12 Estoppel Certificates. From time to time upon written request by any seller or purchaser of all or a portion of the Property, or any lender or prospective lender of the GRL or its assignees, the City shall execute a written estoppel certificate to such seller or purchaser stating, if true that the City has not given or received any written notices alleging any events of default under this Agreement.

Section 3.13 No Liens Permitted. The GRL will make timely payment to its engineers, contractors, and materialmen for all aspects of the work and for all materials and services relating to the Traffic Improvements including, without limitation, all costs for engineering, design, construction (including inspection fees), project management, financing, interest, fiscal security, insurance, and all other costs for labor, materials, and services relating to the Traffic Improvements. The GRL will not cause, suffer, or permit the filing, perfection, or execution of any lien or other encumbrance against the Traffic Improvements or any portion thereof.

List of Exhibits:

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A</td>
<td>Property</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>Williams Drive Improvements; Wildwood Drive Improvements/ROW Dedication</td>
</tr>
<tr>
<td>Exhibit C</td>
<td>Development Standards</td>
</tr>
</tbody>
</table>

[Signature Pages to Follow]
SIGNED as of this ____ day of ____________, 2020.

CITY OF GEORGETOWN

By: ______________________________
    Dale Ross, Mayor

STATE OF TEXAS  §  
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of ____________, 2020, by Dale Ross, a person known to me, in his capacity as Mayor of the City of Georgetown, Texas, a Texas home-rule municipal corporation, on behalf of said municipality.

[SEAL]
Notary Public, State of Texas

ATTEST:

Shelley Nowling, City Secretary

APPROVED AS TO FORM:

Charlie McNabb, City Attorney
GEORGETOWN RETAIL LAND III, LP,
a Texas limited partnership

By: Georgetown Retail Land III GP, LLC
Its: General Partner

By: ____________________________
Name: ____________________________
Title: ____________________________

STATE OF TEXAS
	§
COUNTY OF TRAVIS
	§

PARTNERSHIP ACKNOWLEDGEMENT

This instrument was acknowledged before me on this 2nd day of September, 2020, by Steve Duhm, a person known to me, in his capacity as Manager of Georgetown Retail Land III GP, LLC, a Texas limited liability company, in its capacity as the General Partner of Georgetown Retail Land III, L.P., a Texas limited partnership, for and on behalf of said limited partnership.

[ SEAL ]

Notary Public, State of Texas
Exhibit A
Property

16.742 ACRES
CEDAR BREAKS WEST
GEORGETOWN, TEXAS

FN. NO. 16-392 (MJJ)
OCTOBER 12, 2016
JOB NO. 222010665

DESCRIPTION

OF 16.742 ACRES OF LAND OUT OF THE JOSEPH FISH SURVEY, ABSTRACT NO. 232, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT CERTAIN REMAINING PORTION OF A 118.34 ACRE TRACT OF LAND CONVEYED TO ANDICE DEVELOPMENT CO. BY DEED OF RECORD IN DOCUMENT NO. 1996036558 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 16.742 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod with "AST" cap found in the southerly right-of-way line of Cedar Lake Boulevard (73’ R.O.W.), being in the westerly line of Lot 1 Block "H" Woodlake Phase 4, a subdivision of record in Cabinet Z, Slides 40-42 of the Plat Records of Williamson County, Texas, for the northerly corner hereof, from which a 1/2 inch iron rod found at the northeasterly corner of said Lot 1 bears, N36°46’03”W, a distance of 6.48 feet;

THENCE, leaving the westerly line of said Lot 1, along the southerly right-of-way line of Cedar Lake Boulevard, for the northerly line hereof, the following five (5) courses and distances:

1) N55°29’14”E, a distance of 43.33 feet to a 1/2 inch iron rod found for the point of curvature of a curve to the right;

2) Along said curve to the right having a radius of 823.50 feet, a central angle of 13°11’33”, an arc length of 189.61 feet and a chord which bears, N61°52’21”E, a distance of 189.19 feet to the end of said curve;

3) N68°30’28”E, a distance of 252.79 feet to the point of curvature of a curve to the left;

4) Along said curve to the left having a radius of 611.50 feet, a central angle of 17°15’20”, an arc length of 184.16 feet and a chord which bears, N59°52’30”E, a distance of 183.47 feet to the end of said curve;

5) N51°14’32”E, a distance of 73.97 feet to a point in the curving easterly right-of-way line of Williams Drive (F.M. 2338 - 120’ R.O.W.), for the northeasterly corner hereof;

THENCE, leaving the southerly right-of-way line of Cedar Lake Boulevard, being the westerly right-of-way line of Williams Drive, for the northerly line hereof, the following two (2) courses and distances:

(00009633/v9 / GUS / CEDARBREAKS / 12/21/2017)      Page 369 of 643
FN 16-392 (MJJ)
OCTOBER 12, 2016
PAGE 2 OF 3

1) Along a curve to the right having a radius of 5631.38 feet, a central angle of 03°14'05", an arc length of 317.93 feet and a chord which bears, S37°00'38"E, a distance of 317.68 feet to a 60D nail found for the end of said curve;

2) S35°32'18"E, a distance of 486.17 feet to a 60D nail found in the northerly right-of-way line of Wildwood Drive, for the southeasterly corner hereof;

THENCE, leaving the westerly right-of-way line of Williams Drive, along the northerly right-of-way line of Wildwood Drive, for the southerly line hereof, the following five (5) courses and distances:

1) S54°24'57"W, a distance of 331.37 feet to a 60D nail found for an angle point;

2) S35°36'25"E, a distance of 5.00 feet to a cut "X" found for an angle point;

3) S54°26'46"W, a distance of 53.18 feet to a 60D nail found for the point of curvature of a curve to the left;

4) Along said curve to the left having a radius of 325.00 feet, a central angle of 54°23'34", an arc length of 308.53 feet and a chord which bears, S27°11'19"W, a distance of 297.08 feet to the point of curvature of a curve to the right;

5) Along said curve to the right having a radius of 275.00 feet, a central angle of 29°16'11", an arc length of 140.48 feet and a chord which bears, S14°38'02"W, a distance of 138.96 feet to a 1/2 inch iron rod with "Haynie Consulting" cap found at the southeasterly corner of Lot 31, Block "H" Woodlake Phase 3, a subdivision of record in Cabinet X, Slides 352-355 of said Plat Records, for the southwesterly corner hereof;

THENCE, leaving the northerly right-of-way line of Wildwood, in part along the easterly line of said Lot 31 and in part along the easterly lines of Lots 10-14, Block "H" of said Woodlake Phase 4, for a portion of the westerly line hereof, passing at a distance of 173.53 feet a 1/2 inch iron rod with cap found at the common easterly corner of said Lots 14 and 31 and continuing for a total distance of 571.65 feet to a 1/2 inch iron rod with "CS LTD" cap found at the common easterly corner of said Lot 10 and Lot 9, Block "H" of said Woodlake Phase 4, for an angle point hereof;
THEREFORE, along the easterly lines of said Lots 1 and 9, and along
the easterly lines of Lots 2-8, Block "H" of said Woodlake Phase
4, for a portion of the westerly line hereof, the following two
(2) courses and distances:

1) N19°33'34"W, a distance of 485.51 feet to a 1/2 inch iron
rod found for an angle point in the easterly line of said
Lot 2;

2) N35°50'25"W, a distance of 108.61 feet to the POINT OF
BEGINNING, containing an area of 16.742 acres (729,266 sq.
ft.) of land, more or less, within these metes and bounds.
Exhibit C
Development Standards

The turn lane pavement sections shall match those for the existing sections for Williams Drive and Wildwood Street, as shown in the existing construction plans for the Project submitted to the City.
SUBJECT:
Consideration and possible action to approve a Change Order to Chasco in the amount of $205,143.83 for Electric System Relocations and Improvements associated with the Northwest Blvd Bridge project -- Wesley Wright, P.E., Systems Engineering Director

ITEM SUMMARY:
As construction has started for the structural components of the Northwest Blvd Bridge, multiple utility conflicts have become evident. This proposed change order is for electric conduit and junction boxes in and around the structural walls, embankment, and bridge columns. Exact locations and pricing for this infrastructure is detailed in the attached exhibit. Additionally, this effort will provide service to multiple currently un-served and undeveloped tracts.

Progress on the NW Blvd Bridge is not impacted by this work and no additional contract days are being requested. The project is still on schedule for delivery in early 2021.

FINANCIAL IMPACT:
The NW Blvd Bridge project is part of the 2015 Voter Approved Road Bond and funds are available in the Roadway Capital Improvement Plan to cover this cost.

SUBMITTED BY:
Wesley Wright

ATTACHMENTS:

Electric Relocation Layout & Pricing
# NORTHWEST BOULEVARD EXTENSION

## CHANGE PROPOSAL # - UNDERGROUND CONDUIT FOR GEORGETOWN UTILITIES

**9/2/2020**

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<tr>
<th>ITEM NO.</th>
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<tr>
<td><strong>1</strong></td>
<td>G CARTER CO 1 - EAST SIDE</td>
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<tr>
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<td>MOBILIZATION</td>
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<td>1 EA. 2&quot; PVC COMM. 1 EA. 2&quot; PVC (48&quot; RMC SWEEPS) 48&quot; DEPTH W/ SAND &amp; PEA GRAVEL PER GEORGETOWN UTILITY SPEC (INCLUDES GOING UNDER GAS UTILITY LINE AND CONCRETE ENCASMENT AT LINE)</td>
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<p>| <strong>2</strong> | G CARTER CO 2 - EAST SIDE ROAD XING |
| | 2 EA 6&quot; PVC PRIMARY, 2 EA 4&quot; PVC COMM (48&quot; RMC SWEEPS) 48&quot; DEPTH W/ SAND &amp; PEA GRAVEL PER GEORGETOWN UTILITY SPEC (INCLUDES GOING UNDER STORM DRAIN CULVERT) |
| | CEM STABIL BKFL |</p>
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<p>| <strong>3</strong> | G CARTER CO 3 EAST SIDE ROAD XING |
| | 3 EA 4&quot; PVC PRIMARY, 2 EA 4&quot; PVC COMM (48&quot; RMC SWEEPS) 48&quot; DEPTH W/ SAND &amp; PEA GRAVEL PER GEORGETOWN UTILITY SPEC (INCLUDES GOING UNDER STORM DRAIN CULVERT) |
| | 3 EA 4&quot; PVC PRIMARY, 2 EA 4&quot; PVC COMM (48&quot; RMC SWEEPS) 48&quot; DEPTH W/ SAND &amp; PEA GRAVEL PER GEORGETOWN UTILITY SPEC (INCLUDES GOING UNDER STORM DRAIN CULVERT) |
| | 4' x 4' x 6' PRIMARY BOX - DELETED |</p>
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<p>| <strong>4</strong> | G CARTER CO 4 GEORGETOWN UTILITIES DUCT BANK WEST SIDE COMPLETION |
| | 2 EA 6&quot; PRIMARY, 2 EA 4&quot; COMM |
| | 3&quot; SECONDARY PVC CONDUIT |
| | GEORGETOWN SECONDARY BOXES |
| | CEM STABIL BKFL |</p>
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<p>| <strong>5</strong> | G CARTER CO 5 GEORGETOWN UTILITIES DUCT BANK WEST SIDE |
| | 2 EA 6&quot; PVC PRIMARY, 2 EA 4&quot; PVC COMM (48&quot; RMC SWEEPS) 48&quot; DEPTH W/ SAND &amp; PEA GRAVEL PER GEORGETOWN UTILITY SPEC (INCLUDES GOING UNDER STORM DRAIN CULVERT &amp; WATERLINE @ MULTIPLE LOCATIONS) |
| | 4' x 4' x 8' PRIMARY BOX - BOX TO BE FURNISHED BY COG |
| | 3&quot; SECONDARY PVC CONDUIT |
| | CEM STABIL BKFL |</p>
<table>
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| **TOTAL** | | | $205,143.83 |

**TIME EXTENSION THIS REQUEST - PENDING TIMING OF APPROVAL**

TBD DAY(S)
SUBJECT:
Consideration and possible action to authorize the renewal of a lease by the Davidson Brothers of +21 acres of the future Mankins Crossing Wastewater Treatment Plant Site for agricultural purposes -- Odalis C. Suarez, Real Estate Coordinator

ITEM SUMMARY:
On February 24, 2004, the City entered into a lease with the Davidson Brothers of approximately 21.0 acres of land out of the 33.16-acre tract the City purchased in 2003 for the future Mankins Crossing Wastewater Treatment Plant. The lease provides the City with the benefit of regular maintenance of the property and an annual lease payment in the amount of $210.00. The lease was renewed in October of 2009 and expired on September 30, 2014. The Lessee is requesting a new lease term of five (5) years with the option to renew annually as provided for in the existing lease. Accordingly, the new proposed lease also reflects a five-year term, and an effective date of October 1, 2020 in order to track the schedule of their farming operations.

Staff recommends approval of this item.

Project No. 500-1000-0009

FINANCIAL IMPACT:
Annual revenue of $210.00

SUBMITTED BY:
Odalis C. Suarez, Real Estate Coordinator

ATTACHMENTS:

Lease
THIS LEASE is made on this 1st day of October, 2020, by and between the CITY OF GEORGETOWN, a Texas home-rule municipal corporation (“LESSOR”), and Davidson Brothers Farm, a Texas general partnership (“LESSEE”). The parties for and in consideration of the agreements herein set forth to be kept and performed by them respectively have agreed to and do hereby agree together as follows:

A. LEASE AGREEMENT. LESSOR has and by these presents does lease unto LESSEE, for the purpose of cultivating hay the following described real property to wit:

Being 21.0 acres of land situated in the John F. Ferguson Survey, Abstract No. 231, in Williamson County, Texas, being a part of a 33.16 acre tract described in a deed to the City of Georgetown recorded in Document No. 2004004043, Official Records of Williamson County, Texas (the “Premises”).

B. TERM OF LEASE. The term of the Lease shall be for a period of five (5) years, commencing October 1, 2020 and ending on September 30, 2025. LESSEE may request a renewal and/or extension of the Lease in writing to LESSOR at least thirty (30) days prior to the expiration of this Lease.

C. CONSIDERATION. In exchange for use of the Premises for the purposes stated herein, LESSEE shall pay to LESSOR the sum of TEN AND NO/100 DOLLARS ($10.00) per acre, or a total of TWO HUNDRED TEN AND NO/100 DOLLARS ($210.00) annually on October 1, commencing on October 1, 2020.

D. FEDERAL, STATE AND LOCAL LAWS. This Agreement is hereby made subject to compliance with any Federal, State or Local law regarding the use of leased property.

E. CONDITION AND MAINTENANCE OF PREMISES. LESSEE has inspected the Premises and accepts the Premises in its existing condition as of the date of the date of execution of this Lease. LESSEE agrees to maintain leased premises in an environmentally safe condition and to keep it free from any hazardous conditions or conditions which may constitute a nuisance.

In the use, maintenance, repair, and policing of said premises adjoining public areas and places, LESSEE shall not act or disturb or offend any adjacent property owner.

F. TAXES. LESSEE shall pay all taxes or special assessments, if any, assessed against or levied upon said premises or upon LESSEE. It is the understanding of the parties that the property is public property and exempt from taxation if used for public purposes. LESSEE understands that should any portion of LESSEE’s use of the property be determined to be taxable,
that LESSEE will incur all liability and responsibility for the prompt payment of any taxes levied by taxing entities.

**G. TERMINATION.** This Lease shall terminate upon expiration of the lease term, unless renewed or extended as outlined above or, if at any time during the term of this Lease, LESSEE shall be in default of the performance of any of the agreements contained herein, after notice thereof in writing, has been given by LESSOR to LESSEE. Either party may terminate this lease for any reason upon one hundred twenty (120) days’ written notice thereof to the other party.

**H. RELEASE OF LIABILITY.** LESSEE agrees to release LESSOR from any and all liability from any accident, incident, injury or death or damages arising from this Lease.

**I. NOTICES.** Notices to the parties herein may be served by mailing a certified copy, return receipt requested, to the following addresses:

- **LESSOR:**
  - David Morgan
  - City Manager
  - City of Georgetown
  - P.O. Box 409
  - Georgetown, TX 78627

- **LESSEE:**
  - James A. Davidson, Jr.
  - 481 CR 106
  - Georgetown, TX 78626

Either party may from time to time, upon written notice to the other party, change the address to which notices by mail shall be sent.

**SIGNED this the _____ day of __________, 2020.**

**LESSOR:**
- CITY OF GEORGETOWN

**LESSEE:**
- DAVIDSON BROTHERS FARM

By: ________________
  - Dale Ross, Mayor

By: ________________
  - James A. (“Buster”) Davidson, Jr.
  - Title: ________________

Attest:

By: ___________________
  - Robyn Densmore, City Secretary

Approved as to Form:

By: ___________________
  - Skye Masson, City Attorney
SUBJECT:
Consideration and possible action to approve the renewal for Emergency Medical Transport Billing and Collections Services Agreement with Emergicon, LLC -- John Sullivan, Fire Chief

ITEM SUMMARY:
Emergicon LLC was selected through a competitive proposal process in 2016 in accordance with Local Government Code 252. The term of the contract is for an initial period of one (1) year with options for four one-year renewals. 2020 is renewal year four of four.
Staff recommends renewing this agreement with Emergicon, LLC.

FINANCIAL IMPACT:
Included within FY21 budget

SUBMITTED BY:
John Sullivan, Fire Chief

ATTACHMENTS:

2016 Emergicon Agreement
Emergicon Renewal No. 4
September 22, 2016

Georgetown Fire Department
3500 D.B. Wood Rd.
Georgetown, TX 78628

RE: Signed agreements

Ms. Payne,

Enclosed are the signed Emergicon agreements. Please feel free to contact me with any questions you might have. We are very excited to work with you all. Welcome to Emergicon!

Sincerely,

Courtney A. Chavis
Client Development
Emergicon
Business Associate Agreement  
Between  
Georgetown Fire Department  
and Emergicon, LLC

This Business Associate Agreement ("Agreement") between Georgetown Fire Department and Emergicon, LLC is executed to ensure that Emergicon, LLC will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of Georgetown Fire Department in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, et seq., the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Emergicon, LLC, agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e- PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

3. Report to Georgetown Fire Department any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Georgetown Fire Department without unreasonable delay but in no case later than 60 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Emergicon, LLC agree to the same restrictions, conditions, and requirements that apply to Emergicon, LLC with respect to such information;
5. Make PHI in a designated record set available to Georgetown Fire Department and to an individual who has a right of access in a manner that satisfies Georgetown Fire Department’s obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

6. Make any amendment(s) to PHI in a designated record set as directed by Georgetown Fire Department, or take other measures necessary to satisfy Georgetown Fire Department’s obligations under 45 CFR §164.526;

7. Maintain and make available information required to provide an accounting of disclosures to Georgetown Fire Department or an individual who has a right to an accounting within 60 days and as necessary to satisfy Georgetown Fire Department’s obligations under 45 CFR §164.528;

8. To the extent that Emergicon, LLC is to carry out any of Georgetown Fire Department’s obligations under the HIPAA Privacy Rule, Emergicon, LLC shall comply with the requirements of the Privacy Rule that apply to Georgetown Fire Department when it carries out that obligation;

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Emergicon, LLC on behalf of Georgetown Fire Department, available to the Secretary of the Department of Health and Human Services for purposes of determining Emergicon, LLC and Georgetown Fire Department’s compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if Georgetown Fire Department notifies Emergicon, LLC of any restriction on the use or disclosure of PHI that Georgetown Fire Department has agreed to or is required to abide by under 45 CFR §164.522; and

11. If Georgetown Fire Department is subject to the Red Flags Rule (found at 16 CFR §681.1 et seq.), Emergicon, LLC agrees to assist Georgetown Fire Department in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Georgetown Fire Department’s Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Georgetown Fire Department agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Georgetown Fire Department of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Georgetown Fire Department of any threat of identity theft as a result of the incident.
C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Emergicon, LLC on behalf of Georgetown Fire Department include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Georgetown Fire Department to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by Georgetown Fire Department to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Emergicon, LLC has been engaged to perform on behalf of Georgetown Fire Department.

D. Termination

1. Georgetown Fire Department may terminate this Agreement if Georgetown Fire Department determines that Emergicon, LLC has violated a material term of the Agreement.

2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.

3. Upon termination of this Agreement for any reason, Emergicon, LLC shall return to Georgetown Fire Department or destroy all PHI received from Georgetown Fire Department, or created, maintained, or received by Emergicon, LLC on behalf of Georgetown Fire Department that Emergicon, LLC still maintains in any form. Emergicon, LLC shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this 13th day of September, 2016

Georgetown Fire Department

Signature: [Signature]
John Sullivan, Fire Chief

Emergicon, LLC

Signature: [Signature]
Christopher Turner, CEO
AGREEMENT FOR SPECIALIZED PROFESSIONAL AMBULANCE BILLING SERVICES

This Agreement is entered into this 13 day of September, 2016, by and between Emergicon, LLC, a Texas business corporation, and City of Georgetown, a Texas home-rule municipality ("Client").

RECITALS

WHEREAS, Client provides emergency and/or non-emergency ambulance services for which it is eligible for payment or reimbursement by patients, insurance carriers, governmental agencies, employers and others;

WHEREAS, Emergicon is engaged in the business of providing third-party billing and accounts receivable management specialized services for ambulance and emergency medical service organizations;

WHEREAS, Client desires to utilize Emergicon for billing and claims management services for its organization; and

WHEREAS, Emergicon is willing to provide such specialized services upon the terms and conditions provided in this Agreement;

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

1. Appointment. Client hereby engages Emergicon to exclusively perform the Specialized Services described in Paragraph 2 of this Agreement and in Emergicon’s Proposal in response to the City of Georgetown’s RFP # 201657 dated August 19, 2016, incorporated herein and attached as Exhibit A. Emergicon accepts such exclusive appointment and agrees to provide Specialized Services in accordance with the terms of this Agreement. Client agrees that it will not enter into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide for the same or substantially similar specialized services during the term of the Agreement, unless the parties agree otherwise as set forth in writing in an Addendum to this Agreement. For purposes of the appointment, the recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety.

2. Specialized Services. Emergicon agrees to perform the following duties (collectively referred to as the “Services”) on behalf of Client:

   a. Provide Client with instructions for the submission of Required Documentation to Emergicon. For purposes of this Agreement, “Required Documentation” shall consist of prehospital patient care reports (PCRs) (also referred to as “trip sheets” or “run reports”), physician certification statements (PCSs) (required for non-emergency transports), patient authorization signatures (sometimes referred to as “assignment of benefits form” or “signature form”), Advance Beneficiary Notices of Non-coverage (ABNs) and other documentation necessary for Emergicon to perform the Specialized Services under this Agreement. All Required Documentation must be signed in accordance with applicable laws, regulations and payer
b. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for submission to request reimbursement and to verify compliance under applicable laws, regulations or payer rules, based upon Emergicon’s understanding of said laws, regulations or payer rules applicable to the date the ambulance services were rendered. If any Required Documentation is missing, Emergicon will request necessary documentation from Client.

c. Promptly prepare and submit claims deemed complete and eligible for reimbursement by Emergicon in conformance with this Agreement for electronic or paper submission to the appropriate party or payer based on the information supplied by Client. In the event that Emergicon deems the Required Documentation to be incomplete or inconsistent, Emergicon will notify Client that additional information may be required to process the claim, and Emergicon will return any or all of the Required Documentation to Client that Emergicon determines may be incomplete or inaccurate and will not be responsible to submit any claims with insufficient documentation. Emergicon will make a decision regarding the appropriate coding and payer for submission of the claim based on the information supplied by Client. Client understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. Emergicon makes no representation or warranty that all claims are payable or will be paid, and Client agrees to abide by Emergicon’s decisions with regard to proper coding and payer based on the information provided to Emergicon by Client.

d. Promptly post payments made on Client’s behalf by patients, insurers and others.

e. Unless otherwise directed by Client, make reasonable efforts for the collection of co-payments, deductibles or other patient balances, to include the preparation of invoices and a maximum of three contact attempts to patients, supplemental insurers or other financially responsible parties at industry-appropriate intervals.

f. Perform follow-up for a commercially reasonable period of time following the initial billing date on all open accounts. After this follow-up period, Emergicon will either return the accounts to Client or forward the accounts to a collection agency of Client’s choosing. Client and/or its designated collection agency shall bear all costs and liabilities of collections activities and collection agency charges.

g. Provide monthly reports to Client, which include, at a minimum, cash received, accounts receivable and balance summary by the 5th day of each month. Emergicon shall furnish those reports to Client.

h. Notify Client of any overpayments and/or credit balances of which Emergicon becomes aware that must be refunded by Client. Client bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patients, or other payers or insurers, and agrees to make such refunds when and within the time frames required by law. Emergicon may, at its option, assist Client in processing such refunds, but all refunds are to be
made solely with Client’s funds, and Emergicon has no responsibility to make such refunds unless and until Client transfers such funds to Emergicon for this purpose. Emergicon shall not advance funds on behalf of Client for this purpose. Client acknowledges that federal law requires that any overpayments made by Medicare or any other federal health care program be refunded within 60 days of the identification of any such overpayments.

i. If Client desires that its patients be able to pay their accounts utilizing credit cards, establish a credit card merchant account and related capabilities to permit Client’s patients to pay via any major credit card. Emergicon shall in its sole discretion determine which credit cards it will accept.

3. **Specifically Excluded Duties of Emergicon.** Notwithstanding any provisions of this Agreement to the contrary, Emergicon shall *not* be responsible to:

   a. Initiate or pursue litigation for the collection of past due accounts.

   b. Invoice for Client’s non-ambulance medical transportation services, including but not limited to mobile integrated health programs, paratransit services, wheelchair van, invalid coach services, litter vans and stretcher cars, unless specific arrangements are made otherwise.

   c. Negotiate any checks made payable to Client, though Emergicon may receive funds as an agent of Client for transmittal to Client where permitted by Client;

   d. Accept reassignment of any benefits payable to Client;

   e. Provide legal advice or legal services to Client, any of Client’s patients or payers, or anyone acting on Client’s behalf;

   f. Obtain any prior authorizations on behalf of Client, or obtain a Physician Certification Statement or other Certificate of Medical Necessity on behalf of Client.

   g. Assist Client in preparing, filing and updating the information on its Medicare, Medicaid or other insurer provider enrollment forms, as well as responding to required revalidations of Client’s provider enrollment status. Client bears the sole responsibility to ensure that its Medicare, Medicaid or other insurer provider enrollment forms are submitted and updated in accordance with federal and state law, regulations and policies. Client bears the exclusive responsibility for the submission of such form and any fees that may be associated with the submission of such forms. Upon specific written request from Client, Emergicon may agree to assist with such form submission and/or revalidation of Medicare, Medicaid or other insurer provider enrollment forms, provided that the responsibility for actual submission and all fees associated with the forms shall be borne exclusively by Client and paid prior to submission of these forms by Emergicon.
4. Responsibilities of Client. Client agrees to do the following, at its sole cost and expense:

a. Provide Emergicon with all Required Documentation, as set forth in Paragraph 2(a), above, as well as the following data: Patient Name and Address, Date of Birth, Date of Service, Patient Medical Condition, Reason for Transport, Services Rendered (including assessments, interventions and other care), Origin and Destination with accompanying Zip Code, Transport Destination with accompanying Zip Code, Odometer Reading/Loaded Mileage (to the nearest tenth of a mile), and all relevant insurer or payer information, including identity of payer, group or plan numbers, patient’s Insurance/Medicare/Medicaid Number, and all other relevant information and ensure that this data and the information contained on the Required Documentation is complete and accurate. Emergicon reserves the right to modify any Required Documentation or data at any time in accordance with new or revised payer requirements, and will provide a copy of any such revisions to Client in writing. Client acknowledges that Emergicon must rely upon the accuracy and completeness of the forms, signatures and other documentation provided to it by Client to allow Emergicon to perform the Specialized Services specified in this Agreement. Emergicon is not in a position to verify the accuracy or completeness of the Required Documentation provided by Client. By forwarding any such documentation to Emergicon, Client expressly represents and warrants that any such documentation is complete and accurate, and that Emergicon may rely upon the completeness and accuracy of any such documentation in performing its Services under this Agreement. Client bears sole responsibility for the claim submissions made by Emergicon on its behalf based upon the aforementioned documentation submitted to Emergicon by Client, and, notwithstanding any other term or provision of this Agreement, to the extent allowed by State law, Client will defend, indemnify and hold harmless Emergicon for any billing or claim submission decisions made by Emergicon based on documentation submitted to Emergicon by Client if such documentation is later determined to be incomplete or inaccurate.

b. Maintain its qualifications to provide ambulance services, including any required local, state and/or federal licenses, permits, certificates or enrollments (collectively, “Licenses”), and to remain in good standing with Medicare, Medicaid and all other state and federal health care programs. Client shall provide copies of all current Licenses, including renewals, to Emergicon. Client shall be responsible to maintain a National Provider Identifier (NPI) number and to update the information associated with its NPI. Client expressly represents and warrants that it will not forward accounts for processing by Emergicon if the account is ineligible for payment or reimbursement, or if Client is ineligible for payment by any payers or insurers as a result of its licensure status, exclusion or other sanction with such payer or insurer, or other legal impediment, and that it will promptly notify Emergicon of any suspension or revocation of any required license, permit, certification or enrollment, or exclusion from any state or federal health care program or any change in ownership or management of Client.

c. Provide Emergicon with a copy of all required Licenses, permits, certificates and enrollments as referenced in Paragraph 4(b), and forward updates of these documents to Emergicon as they are renewed.
d. Provide Emergicon with odometer readings or other documentation of mileage accepted by the payer on all calls reflecting loaded mileage (from the point of patient pickup to the destination) recorded in tenths of a mile as required by Medicare guidelines.

g. In accordance with appropriate payer guidelines, obtain the signature of the patient or other authorized representative of the patient or otherwise meet the ambulance signature requirements set forth at 42 C.F.R. § 424.36 on each call and forward to Emergicon as part of the Required Documentation.

f. In the event that Client operates a subscription or membership program, client represents and warrants that its program is actuarially sound in accordance with the guidance of the Office of Inspector General (OIG) and operated in accordance with any applicable state laws, regulations or guidelines. Emergicon will bill in accordance with the terms of such program, provided that Client furnishes those terms to Emergicon in writing. Client is responsible to inform Emergicon of its patients who are members or subscribers of Client’s membership or subscription program. Notwithstanding any other provision of this Agreement, Client agrees to defend, indemnify and hold harmless Emergicon in the event that Client’s subscription or membership program is not actuarially sound as set forth in applicable OIG guidance or is not permissible under State law, regulation or policy.

g. If Client is a party to any ALS-BLS “joint billing” or “bundle billing” agreement, Client shall be responsible to provide Emergicon with a copy of such agreement. Client also agrees to submit a PCR from the other party to the joint billing agreement along with the Required Documentation.

h. Obtain a completed and valid PCS form on all trips where required by law and provide copies of all PCS forms to Emergicon as part of the Required Documentation.

i. Provide Emergicon with a copy of all Client rate schedules, contracts or agreements which pertain to Client’s billing or charges for services.

j. Notify Emergicon of any or all changes in billing charges for service or changes in any of Client’s billing policies or contracts not later than thirty (30) days prior to the effective date of said changes.

k. Report all payments made directly to Client within twenty-four (24) hours of Client’s receipt of same.

l. Cooperate reasonably with Emergicon so as to enable Emergicon to meet its obligations under this Agreement. In the event that Client’s approval is required in order for Emergicon to fulfill any obligations it may have under this Agreement, Client shall not unreasonably withhold, condition or delay its approval.

m. In writing, notify Emergicon of any customized needs (reporting, scheduling, etc.). Client understands that the processing of customized needs may entail additional charges to Client by Emergicon.
n. Designate a contact person, authorized to transact business on behalf of Client, who can promptly respond to any questions raised by Emergicon, or who can execute required forms and other documents necessary to the provision of Services by Emergicon under this Agreement.

o. Agree to permit Emergicon to provide training to Client personnel in the event that Emergicon deems such training to be necessary and/or desirable at a cost to be mutually agreed upon by the parties and paid by Client.

p. Provide electronic transfer of PCR data in an acceptable NEMSIS format to Emergicon, Client agrees to bear all cost of the development and implementation of the electronic software “bridge” as agreed upon by and in conjunction with Emergicon information technology personnel, representatives or contractors.

5. Record Ownership and Access.

a. Client understands that all documentation provided to Emergicon by Client, whether in paper and/or electronic form, is for the sole and express purpose of permitting Emergicon to provide Specialized Services under this Agreement. It is Client’s responsibility to maintain all of its documents and business records, including copies of any documents or records provided to Emergicon (“Client-Provided Records”). Emergicon does not act as Client’s records custodian.

b. As a convenience to Client, Emergicon will, during the term of this Agreement, produce patient care reports in response to routine requests directed to Emergicon (with appropriate patient authorization) for such documentation, if those records are in Emergicon’s possession at the time it receives such request. For subpoenas received by Emergicon but directed to the City of Georgetown, as well as any requests beyond those deemed by Emergicon to be routine requests, Emergicon shall forward such requests within twenty-four (24) hours of receipt to Client for disposition.

c. During the term of this Agreement, Emergicon shall, upon Client’s written request, provide to Client, in electronic format and within three business days of receipt of such written request, copies of any Client-Provided Records furnished to Emergicon by Client, copies of any Claim Adjudication Documents generated by and received from insurers or payers in response to claims submitted by Emergicon on Client’s behalf and copies of EMS Billing Documents generated by Emergicon. “Claim Adjudication Documents” shall consist of the documents generated secondary to claim submission in the normal course of claim processing by payers and insurers, including Explanation of Benefits (EOB) documents, Remittance Advice (RA) documents, Medicare Summary Notice (MSN) documents, denials and other documents of a similar type or nature. “EMS Billing Documents” shall consist of the documents generated by Emergicon subsequent to receipt of Client-Provided Records and provided to payers, insurers or other responsible entities.

d. Any documents, data, records or information compiled in the course of Emergicon’s provision of Specialized Services under this Agreement, other than those Client-
Provided Records = Claim Adjudication Records, and EMS Billing Documents defined in Paragraphs 5(a) and (c) above, shall be the sole and exclusive property of Emergicon and shall be considered the business and/or proprietary records of Emergicon. Emergicon shall have no obligation to furnish any such business or proprietary records of Emergicon to Client, and Client shall have a right of access only to the Client-Provided Records and Claim Adjudication Documents as defined in Paragraphs 5(a) and (c), above.

e. If Client or a third party requests any documents or records to which Client or the third party has a right of access under Paragraphs 5(a) and (c) of this Agreement, and such documents cannot be provided to Client in electronic form, Emergicon shall provide Client paper copies of the requested records at no cost to the Client.

f. Should this Agreement be terminated for any reason, all documents and records to which Client has a right of access under Paragraphs 5(a) and (c) of this Agreement shall be maintained in electronic format at a site convenient to Emergicon for a reasonable amount of time for follow-up of all open claims, but in any event not to exceed ninety (90) days following the effective date of termination of this Agreement. Electronic or paper copies of the records to which Client has a right of access under Paragraphs 5(a) and (c) will be made available to Client, , in a format acceptable to Client at the Client’s written request provided that Client makes such request within sixty (60) days following termination of the Agreement, and provided that Client has no outstanding invoices due to Emergicon at the time of the request. Emergicon shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such Emergicon-generated reports to Client.

g. Upon termination of this Agreement, Client is responsible to notify all payers, patients, and other correspondents of its new address, phone and/or fax numbers for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary, Emergicon will not be responsible for mail, deliveries, faxes, messages or other communications sent in Client’s name to Emergicon after the effective termination date of this Agreement, and Emergicon shall have no duty to accept, maintain, copy, deliver or forward any such communications to Client following termination of this Agreement.

h. Costs for copies of documents required and/or requested pursuant to 5.b beyond the requirement of the normal daily claim handling requirements will be invoiced to the requestor by Emergicon at a per copy price to be established by Emergicon from time to time.

6. **Client Accounting and Auditing Requirements.** If Client requires Emergicon’s assistance in Client’s accounting or other internal audits, Emergicon will charge client for said audit support services at its customary rates, to be established by Emergicon from time to time. Upon written request of Client for same, Emergicon shall furnish said rates to Client in writing prior to undertaking any work pursuant to this Paragraph.

7. **Term and Termination.**

a. This Agreement is for an initial term of one year, and will automatically renew for successive like terms for up to four additional one year terms unless terminated hereunder.
b. This Agreement may be terminated upon the expiration of its then-current term, with or without cause, by either party, upon written notice to the other party, given no later than thirty (30) days prior to the expiration of the then-current term.

c. This Agreement may be terminated by Emergicon immediately upon written notice to Client for any of the following reasons:

i. If Client makes an assignment for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party any such proceeding which remains un-dismissed, un-stayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, un-stayed, or un-vacated for a period of thirty (30) days.

ii. If Client loses its license, permit or certification necessary to do business, or is excluded from any state or federal health care program.

iii. If Client fails to perform any of its responsibilities as set forth in this Agreement, fails to pay Emergicon for its specialized services within thirty (30) days of the date such payment becomes due, takes any actions which Emergicon, in its sole discretion, determines to be unethical, illegal, immoral or non-compliant, or fails to cooperate with Emergicon in any way that prevents, impedes, obstructs or delays Emergicon in the performance of the Specialized Services set forth in this Agreement.

d. Upon termination for any reason, Emergicon shall perform follow-up on any open accounts submitted by Emergicon on Client's behalf for a period not to exceed ninety (90) days from the date of termination. Emergicon shall have no responsibility to perform such follow-up in the event Client takes any actions which prevent Emergicon from engaging in such follow-up, or in the event that Client has any unpaid balances due to Emergicon on the date of termination of this Agreement.

e. Upon termination for any reason, Client shall be responsible to pay the fees set forth in Paragraph 10 below, for all revenues collected by Emergicon on Client's behalf during the 90-day follow-up period set forth in Paragraph 7(d) above. After notice of termination is given, all Emergicon invoices are due and payable by Client within five (5) days of same. In the event that Client does not remit payment on any such invoice within five (5) days of the invoice, Emergicon shall have no responsibility to perform any further follow-up on open accounts, notwithstanding the provisions of Paragraph 7(d) above.

8. **External and Internal Audits.**

a. Client shall immediately notify Emergicon if there has been any prepayment
audit or review, post payment audit or review, or any investigation or other formal inquiry into the
billing practices of Client and/or Emergicon, or claims submitted by Emergicon on behalf of
Client, where such audit or investigation is or appears to have been initiated by any governmental
agency, insurer, payer, carrier, Medicare Administrative Contractor, Recovery Audit Contract,
Zone Program Integrity Contractor, Medicaid Fraud Control Unit, other Medicare or Medicaid
contractor or other agency or entity authorized to carry out any such audit or investigation. This
obligation shall survive termination of this Agreement for any reason.

b. The Client bears sole responsibility for obtaining and paying for any legal
or consulting assistance necessary in defending itself in any such audit or investigation. Emergicon
shall assist Client in producing any records, reports or documents in its possession which pertain
to the audit or investigation and may charge Client a reasonable fee for copying, preparation,
assembly or retrieval of such documents or reports. Emergicon shall have no obligation to perform
any duties under this Paragraph 8(b) following termination of this Agreement for any reason.

c. Client is solely responsible for repaying any overpayments or recoupments
sought or imposed by any insurer, carrier, payer or governmental agency or contractor, including
interest, civil monetary penalties, fines or other such assessments.

d. Client understands and acknowledges that Emergicon, as part of its
compliance program, may on occasion, and at its sole discretion, perform or contract for the
performance of periodic, random, internal audits of its coding, billing and other business practices.
These voluntary, internal compliance audits may reveal the existence of Client overpayments, and
Client agrees that any such overpayments identified by Emergicon in its internal auditing process
will be refunded by Client as described in more detail in Paragraph 2(h) of this Agreement.

9. Disposition of Funds.

a. All funds Emergicon receives from third party payers, patients or other
sources for ambulance services provided by Client shall be made in the name of Client and
forwarded monthly to Client or deposited into a Client account as directed by Client.

b. If Client desires that its patients be able to pay their accounts utilizing credit
cards, then Emergicon shall accept credit card payments on behalf of Client’s patients in a manner
that is secure and agreed upon by the parties, and only to the extent possible and feasible, without
making Emergicon a collection agency and responsible for compliance with the federal Fair Debt
Collection Practices Act and other state or federal debt collection laws

c. Emergicon shall not accept a reassignment of any benefits where prohibited
by law.


a. In exchange for the Specialized Services described in this Agreement,
Client shall pay Emergicon a fee equivalent to six percent (6%) of all revenues collected by
Emergicon on behalf of Client. Credit card payments accepted by Emergicon will be charged
an additional two percent (2%).
b. If Client instructs Emergicon to collect on a non-Medicare, facility or other account utilizing the Medicare fee schedule, account(s) initially billed by another Contractor, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Eighteen Percent (18%) of the total amount collected on the account.

c. If Client instructs Emergicon to continue to pursue Private Pay accounts with balances beyond 120 days from the date of transport, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Fifteen Percent (15%) of the total amount collected on the account.

d. The fees payable by Client to Emergicon shall be calculated and invoiced to Client on a periodic basis established by Emergicon in accordance with the receipts report generated by Emergicon.

e. Emergicon shall submit invoices to Client on a periodic basis established by Emergicon. Invoices are to be paid by Client within thirty (30) days of the invoice date. Emergicon may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by Client in the event that there is a bona fide dispute between Client and Emergicon about the service performed that cause the payment to be late.

f. In the event that Client is obligated to refund any overpayment or credit balance as set forth in Paragraph 2(h), fees paid to Emergicon by Client for such refunded overpayment or credit balance shall not be credited or refunded to Client unless it can be demonstrated that Emergicon caused the overpayment or credit.

g. The rates set forth by Emergicon to be charged to Client for Specialized Services rendered are subject to change by Emergicon upon sixty (60) days written notice to Client prior to the expiration of the then-current term.

h. Client agrees to reimburse Emergicon for any and all sales tax liabilities that may arise as a result of this Agreement.

11. Indemnification and Insurance.

a. In addition to any specific indemnification provisions set forth in this Agreement, to the extent allowed by State law, Client shall hold harmless, indemnify and defend Emergicon and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines, and causes of action to the extent caused by any act or omission on the part of Client or its agents, servants, volunteers, contractors or employees.

b. In addition to any specific indemnification provisions set forth in this Agreement, Emergicon shall hold harmless, indemnify and defend Client and/or its employees,
officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action to the extent caused by any willful or grossly negligent misconduct of any Emergicon agent, servant, contractor or employee and which relate to the Specialized Services performed by Emergicon under this Agreement.

c. Emergicon shall maintain errors and omissions insurance coverage in an amount not less than $1,000,000. Emergicon shall provide proof of such coverage to Client upon reasonable written request for same.

d. Notwithstanding any other provision of this Agreement, neither Party shall be liable for any damages, including but not limited to loss in profits, or for any special, incidental, indirect, consequential or other similar damages suffered in whole, or in part, in connection with this Agreement. Any liability of Emergicon shall not exceed any amounts paid to Emergicon by Client under this Agreement for any disputed billing performed by Emergicon on behalf of Client.

12. Confidentiality. Neither Emergicon nor Client shall, during the term of this Agreement or for any extension hereof, for any reason, disclose to any third parties any proprietary information regarding the other party unless required to do so by law, regulation or subpoena. For purposes of this Agreement, “proprietary information” shall include, but not be limited to, pricing or rate information, information pertaining to contracts with payers, insurers, facilities, ambulance providers, health care systems, or other such parties, audit requests, audit results, billing processes, client lists or other such information. The Parties recognize and understand that the Client is subject to the Texas Public Information Act and disclosure of Proprietary Information pursuant to the Texas Public Information Act is not a violation of this Agreement.

13. HIPAA Business Associate Assurances. Emergicon agrees to appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of Client in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, et seq., the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

a. General Provisions

   i. Meaning of Terms. The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

   ii. Regulatory References. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

   iii. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

b. Obligations of Emergicon
Emergicon agrees that it will:

i. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

ii. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

iii. Report to Client any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Client without unreasonable delay but in no case later than 60 days after discovery of the breach;

iv. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Emergicon agree to the same restrictions, conditions, and requirements that apply to Emergicon with respect to such information;

v. Make PHI in a designated record set available to Client and to an individual who has a right of access in a manner that satisfies Client’s obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

vi. Make any amendment(s) to PHI in a designated record set as directed by Client, or take other measures necessary to satisfy Client’s obligations under 45 CFR §164.526;

vii. Maintain and make available information required to provide an accounting of disclosures to Client or an individual who has a right to an accounting within 60 days and as necessary to satisfy Client’s obligations under 45 CFR §164.528;

viii. To the extent that Emergicon is to carry out any of Client’s obligations under the HIPAA Privacy Rule, Emergicon shall comply with the requirements of the Privacy Rule that apply to Client when it carries out that obligation;

ix. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Emergicon on behalf of Client, available to the Secretary of the Department of Health and Human Services for purposes of determining Emergicon and Client’s compliance with HIPAA and the HITECH Act;

x. Restrict the use or disclosure of PHI if Client notifies Emergicon of any restriction on the use or disclosure of PHI that Client has agreed to or is required to abide by under 45 CFR §164.522; and
xi. If Client is subject to the Red Flags Rule (found at 16 CFR §681.1 et seq.), Emergicon agrees to assist Client in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Client’s Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Client agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Client of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Client of any threat of identity theft as a result of the incident.

c. Permitted Uses and Disclosures by Emergicon

The specific uses and disclosures of PHI that Emergicon may make on behalf of Client include:

i. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the Services provided by Client to its patients, as set forth in this Agreement;

ii. Preparation of reminder notices and documents pertaining to collections of overdue accounts;

iii. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by Client to its patients or to appeal denials of payment for the same; and

iv. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the Services that Emergicon has been agreed to perform on behalf of Client, as set forth in this Agreement.

d. Termination

i. Notwithstanding the termination provisions set forth in Paragraph 7 of this Agreement, Client may terminate this Agreement if Client determines that Emergicon has violated a material term of the HIPAA Business Associate Assurances set forth in this Paragraph 13.

ii. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party’s obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate this Agreement, according to the provisions set forth in Paragraph 7 of this Agreement, if feasible.

iii. Upon termination of this Agreement for any reason and upon the written request of Client and pursuant to the other terms and conditions set forth in this Agreement, Emergicon shall return to Client or destroy all PHI received from Client, or created, maintained,
or received by Emergicon on behalf of Client that Emergicon still maintains in any form. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

14. **Compliance.**

   a. Emergicon will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations and local ordinances applicable to billing activities.

   b. Client shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. Client expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services, and that all of Client’s personnel are appropriately licensed and/or certified to furnish the services provided by Client. To the extent allowed by State Law, Client agrees to defend, indemnify and hold harmless Emergicon from any and all claims, damages and losses in the event that Client sends accounts to Emergicon which are ineligible for billing and/or reimbursement for any reason.

   c. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other party within fifteen (15) days so the other party may appropriately address the matter.

   d. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or Federal health care program.

   e. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

   f. **Non-Engagement of Individuals on the OIG Exclusion List.** The parties further warrant that each will take all reasonable steps as set forth by the Office of Inspector
General, United States Department of Health and Human Service, to ensure that it does not employ or otherwise engage individuals who have been excluded from participation in federal health care programs. The parties agree to periodically check the OIG exclusion website to ensure that employees, volunteers and all others providing services for each respective organization are not excluded. The website is: http://exclusions.oig.hhs.gov.

15. Independent Contractor Relationship. Emergicon and Client stand in an independent contractor relationship to one another and shall not be considered as joint venturers or partners, and nothing herein shall be construed to authorize either party to act as general agent for the other. There is no liability on the part of Emergicon to any entity for any debts, liabilities or obligations incurred by or on behalf of the Client.

16. Prevention of Performance. If a party’s obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party’s control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware or software failures beyond the party’s control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

17. Assignment. This Agreement may be assigned by Emergicon to any successors or assigns of Emergicon with Client’s express written consent. This Agreement may not be assigned by Client without the express written consent of Emergicon. This Agreement shall be binding upon all successors and assigns.

18. Notices. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

Emergicon: Emergicon, LLC.
PO Box 180446
Dallas, TX 75218
Fax: (903) 887-1863

Client: Georgetown Fire Department
3500 DB Wood Rd.
Georgetown, TX 78628

19. Non-Competition and Non-Solicitation Clause. Without prior, written authorization from Emergicon, Client shall not:

a. During the term of this Agreement, or for two (2) years following its expiration or termination for any reason, employ, retain as an independent contractor, or otherwise in any way hire any personnel currently employed or employed at any time during the term of this Agreement by Emergicon. Client expressly agrees that in the event of a breach of this provision, Emergicon shall be entitled to a placement fee of two times the annual salary paid by Emergicon.
to such employee at the time such employee left employment of Emergicon.

b. During the term of this Agreement, or for a period of two (2) years following its expiration or termination for any reason, engage in the provision of billing services for any other ambulance service, medical transportation organization, fire department, or emergency medical services organization. Nothing in this Paragraph shall be interpreted to prohibit Client from performing its own in-house billing and/or accounts receivable management following the expiration or proper termination of this Agreement.

20. Governing Law and Forum Selection Clause. This Agreement shall be deemed to have been made and entered into in Texas and shall be interpreted in accordance with the laws thereof, without regard to conflicts of laws principles. The parties expressly agree that the exclusive forum for resolving any legal disputes under this Agreement shall be the state or federal courts serving Williamson County, Texas. Client expressly agrees to personal jurisdiction and venue in any such court.

21. Non-appropriations Clause. This Agreement is subject to the appropriation of funds by the Client in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement for that fiscal year. The obligation of the Client pursuant to this Agreement in any fiscal year for which this Agreement is in effect shall constitute a current expense of the Client for that fiscal year only, and shall not constitute an indebtedness of the Client of any monies other than those lawfully appropriate in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated.

IN WITNESS WHEREOF, the parties have executed this Agreement to commence on the date first above written. Client represents that the individual who has executed this Agreement on behalf of the Client is authorized by Client and by law to do so.

EMERGICON, LLC.

By:

[Signature]

Date: 22 Sep 2016

Print Name: Christopher Turner

Title: CEO

CITY OF GEORGETOWN,

By:

[Signature]

Date: 9-13-16

Print Name: Dale Ross

Title: Mayor
This Fourth and Final Renewal Agreement (“Fourth Renewal”) is entered into by and between CITY OF GEORGETOWN, a Texas Home-Rule Municipal Corporation (the “City”), and EMERGICON, LLC (the “Contractor”), (collectively, the “Parties”). The Parties hereby agree as follows:

WHEREAS, the Parties entered into an Agreement on September 13, 2016 for Specialized Professional Ambulance Billing Services, Contract No. 17-0029-SC, (the “Original Agreement”); and,

WHEREAS, the Original Agreement provided an initial term of one (1) year and provided for four (4) additional one (1) year renewal terms; and,

WHEREAS, the Original Agreement was amended on March 15, 2017, this being the first and second amendments; and,

WHEREAS, the Original Agreement was renewed in accordance with the terms of the Original Agreement as amended on September 13, 2017, this being the first renewal term; and,

WHEREAS, the Original Agreement was renewed on in accordance with the terms of the Original Agreement as amended on October 24, 2018, this being the second renewal term; and,

WHEREAS, the Original Agreement was renewed on in accordance with the terms of the Original Agreement as amended on September 10, 2019, this being the third renewal term; and,

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

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

1. The Parties agree to renew the Original Agreement for a fourth renewal term which will begin immediately upon the expiration of the third renewal term and will end on September 13, 2021, this being the fourth renewal term.

2. All other terms of the Original Agreement not inconsistent with this Fourth Renewal shall apply. Except as expressly modified by this Fourth Renewal, the Original Agreement remains unchanged and in full force and effect, subject to its terms.

3. This Fourth and Final Renewal is effective on the date executed by the City.

[Signature Page to Follow]
EMERGICON, LLC

By: __________________________
Printed Name: __________________
Title: _________________________
Date: _________________________

CITY OF GEORGETOWN

By: __________________________
Printed Name: __________________
Title: _________________________
Date: _________________________

ATTEST:

________________________________
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

________________________________
James Kachelmeyer, Assistant City Attorney
SUBJECT: 
**Forwarded from Georgetown Transportation Advisory Board (GTAB):**
Consideration and possible action to approve an **Interlocal Agreement** (ILA) with **Capital Metro** for **GoGeo Transportation Services** for **FY2021** -- Ray Miller, Jr., Director of Public Works

ITEM SUMMARY:
After the 2010 Census, the City of Georgetown was designated as a part of the Austin Urbanized Area, affecting funding for the provision of public transportation services. In order for the City to provide transit services, the City would have to work with Capital Metro and would no longer be eligible for Demand Response services provided through CARTS in areas not designated as Urban in the Census. Therefore, in April of 2014, Capital Metro approved a revised Service Expansion Policy, which provides a process for accessing federal funds by cities in the region that are not currently a part of Capital Metro’s service area.

In order to be eligible for federal transit funds through Capital Metro, the City of Georgetown, in 2015 completed a Transit Development Plan (TDP) as required by the Service Expansion Policy and desires to provide fixed-route and paratransit services consistent with Capital Metro's Service Extension Policy through a partnership with Capital Metro and CARTS.

In April 2017, City Council adopted the Final Transit Project Plan, including Fares, Ridership Policies and Branding.

The attached Interlocal Agreement between the City of Georgetown and Capital Metro is intended to implement the a 4th full fiscal year of fixed route services as outlined in the April 2017 Final Transit Development Plan, including type of services, routes and performance measures

FINANCIAL IMPACT:
The local match participation for the fixed route and paratransit services is $619,369. The City of Georgetown has included the local match amount within its proposed Fiscal Year 2021 Budget

SUBMITTED BY:
Ray Miller, Jr., Director of Public Works

ATTACHMENTS:

FY 2021 Interlocal Agreement - GoGeo Services
FY 2021 Interlocal Agreement - Presentation
INTERLOCAL AGREEMENT 

BETWEEN 

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY 

AND 

THE CITY OF GEORGETOWN 
(Contract Transit Services) 

This Interlocal Agreement (“Agreement”) is between Capital Metropolitan Transportation Authority, a transportation authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code (“Capital Metro”), and the City of Georgetown, a home rule city and municipal corporation, organized under Chapter 9 of the Local Government Code (“City”), each individually referred to as “Party” and collectively referred to as “Parties”, pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. 

RECITALS 

WHEREAS, City desires to obtain local fixed routes and complementary paratransit service within the city limits through a partnership with Capital Metro; and, 

WHEREAS, Capital Metro desires to provide the transit services to the City; and, 

WHEREAS, City intends to utilize Federal Transit Administration (“FTA”) funding under 49 U.S.C. 5307 (“Section 5307”) to partly fund the cost of the transit services; and, 

WHEREAS, City intends to utilize FTA funding under 49 U.S.C. 5310 (“Section 5310”) to partly fund the cost of the transit services. 

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, Capital Metro and the City agree as follows: 

AGREEMENT 

1. Services. Capital Metro agrees to provide local fixed route and complementary paratransit service within the city limits, as described in the Scope of Services attached as Exhibit A to this Agreement (the “Services”). Fixed route services provided under this Agreement will be provided along the routes shown on the Exhibit B attached to this Agreement. Capital Metro will contract with the Capital Area Rural Transportation System or other transportation provider mutually agreed upon by the Parties (the “Third Party Service Provider”) to perform the Services as a third party service provider. The City grants Capital Metro and the Third Party Service Provider the right to use the City’s streets to provide the Services for the term of this Agreement. 

3. **Term.** This Agreement shall be effective upon signature of the last party to sign this Agreement ("Effective Date") and shall terminate on September 30, 2021, unless terminated for cause or convenience prior to the expiration date ("Term").

4. **Fees.** The fees for Services to be paid by the City to Capital Metro (collectively, the "Fees") shall not exceed the following amounts:

   a) $343,327 in FTA Section 5307 funds and $553,951 in corresponding local match funds from the City, which shall be based on the hourly rates set forth in Exhibit C-1.

   b) $48,974 in FTA Section 5310 funds and $65,418 in corresponding local funds from the City, which shall be based on the hourly rates set forth in Exhibit C-2.

   c) The City will be responsible for 100 percent of the costs for any Services provided after the Section 5307 Funds expenditure balance is exhausted. The City is responsible for tracking invoices and Section 5307 Funds expenditure balance. The City and Capital Metro will meet quarterly to review invoices and the Section 5307 Funds expenditure balance.

5. **Invoicing and Payment.**

   a) The City shall pay Capital Metro for Services rendered and accepted, in accordance with rates set forth in Section 4 of this Agreement.

   b) Invoices may be submitted once per month and submitted to the attention of:

   City of Georgetown
   Finance Department
   P.O. Box 409
   Georgetown, Texas 78627

   c) Upon Capital Metro’s submission of proper invoices, payments will be processed in accordance with the Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251.

   d) Invoices shall include data demonstrating Capital Metro’s compliance with the Key Performance Measures ("Measures") attached as Exhibit D to this Agreement.

6. **Insurance.** Capital Metro shall require its Third Party Service Provider to maintain at least the minimum amounts of insurance and coverages set forth in Exhibit E attached to this Agreement.

7. **Independent Contractor.** Capital Metro’s relationship to the City in the performance of this Agreement is that of an independent contractor. The personnel performing Services under this Agreement shall at all times be under Capital Metro’s exclusive direction and control and shall be employees or subcontractors of Capital Metro and not employees of the City. There shall be no contractual relationship between any subcontractor or supplier of Capital Metro and the City by virtue of this Agreement. Capital Metro shall pay wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as Social Security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
8. **Standards of Performance.** Capital Metro shall perform Services hereunder in compliance with all applicable federal, state, and local laws and regulations. Capital Metro shall use only licensed personnel to perform work required by law to be performed by such personnel.

9. **Licenses and Permits.** Capital Metro shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of Services to be provided under this Agreement including, but not limited to, any laws or regulations requiring the use of licensed subcontractors to perform parts of the work.

10. **Notice of Labor Disputes.** If Capital Metro has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Services, Capital Metro immediately shall give notice, including all relevant information, to the City.

11. **Excusable Delays.** Except for defaults of subcontractors, Capital Metro shall not be in default because of any failure to perform this Agreement under its terms if the failure arises from causes beyond the control and without the fault or negligence of Capital Metro. Examples of these causes are: acts of God or of the public enemy, acts of the City of in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of Capital Metro.

12. **Termination for Convenience.** A Party may, whenever the interests of that Party so require, terminate this Agreement, in whole or in part, for the convenience of that Party. Such Party shall give ninety (90) days’ prior written notice of the termination to the other Party specifying the part of the Agreement terminated and when such termination becomes effective shall incur no further obligations in connection with the Services so terminated, and, on the date set forth in the notice of termination, Capital Metro will stop the Services to the extent specified; provided, any such termination must align with Capital Metro’s three (3) yearly service changes, which occur in January, June, and August. Notwithstanding the foregoing, the City may terminate at any time in the event that the federal funds are withdrawn, terminated, or canceled by the FTA or a successor agency. In the event of such a termination, the City shall give Capital Metro written notice of the termination specifying the part of the Agreement terminated and when such termination becomes effective. On the date set forth in the notice of termination, Capital Metro will stop the Services to the extent specified.

13. **Equal Employment Opportunity.** In connection with the execution of this Agreement, Capital Metro shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, sexual orientation, sex, age, national origin, or disability. Capital Metro shall take affirmative action to ensure that applicants and employees are treated fairly without regard to their race, religion, color, gender, sexual orientation, sex, age national origin, or ability. Such actions shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

14. **Federal Funding.**

   a) The City intends to use federal funds to meet a portion of its financial commitment under Agreement. In recognition of this fact, the Parties agree to conduct all procurements, maintain all records, and otherwise conduct their activities under this Agreement to ensure compliance with all applicable federal statutes, regulations, policies and Agreement requirements necessary
to obtain and expend anticipated federal funds and reimbursements, including but not limited to the requirements of 49 C.F.R. section 18.36.

b) The Parties will specifically comply with the federal contracting requirements as set forth in the 2016 Federal Transit Administration Master Agreement (“Master Agreement”) which may be accessed at the following link: https://www.transit.dot.gov/sites/fta.dot.gov/files/Bulletin16-06ENCLMasterAgreementFY2016_03-04-16.pdf. In doing so, the Parties will require compliance with the applicable federal contracting provisions in all of their contracts and subcontracts related to the Services. In their contracting processes, the Parties will solicit proposals or bids for all of the contracts in accordance with applicable federal, state and local laws, rules, regulations and funding requirements.

15. **Use of Information.** It shall be the responsibility of each Party to comply with the provisions of the Texas Public Information Act, Chapter 552 of the Texas Government Code (“TPIA”). Neither Party is authorized to receive requests or take any other action under the TPIA on behalf of the other Party.

16. **Examination and Retention of Records.** The City and its representatives shall have audit and inspection rights described below:

a) The City and its representatives shall have the right to examine, all books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. Such right of examination shall include inspection at all reasonable times at Capital Metro offices, or such parts thereof, as may be engaged in or maintain records in connection with the performance of this Agreement.

b) All records shall be made available at the office of Capital Metro at all reasonable times for inspection, audit, or reproduction until the expiration of three (3) years from the date of final payment under this Agreement or for the amount of time required under applicable records retention laws, whichever is longer except that if this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any final settlement or for the amount of time required under applicable records retention laws, whichever is longer.

17. **Liability and Limitation of Liability.**

a) To the extent allowed by Texas law, the Parties agree that each Party is responsible, to the exclusion of any such responsibility of the other Party, for its own proportionate share of liability for its and its employees’, subcontractors’, and agents’ negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this Agreement as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act.

b) In no event shall either Party, their respective officers, directors, agents or employees be liable in contract or tort, to the other party (or its subcontractors) for special, indirect, incidental or consequential damages, resulting from the performance, nonperformance, or delay in performance of their obligations under this Agreement. This limitation of liability shall not apply to intentional tort or fraud.
18. **Assignment.** This Agreement shall be binding upon the parties, their successors, and assignees; provided, however, that neither Party shall assign its obligations or delegate its duties hereunder without the prior written consent of the other. Any attempted assignment or delegation without written consent shall be void and ineffectual.

19. **Governing Law.** The rights, obligations, and remedies of the Parties shall be governed by the laws of the State of Texas. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this Agreement, then federal common law, including the law developed by federal boards of contract appeals, the United States Claims Court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern.

20. **Venue.** Venue for any action shall lie exclusively in Travis County, Texas.

21. **Incorporation by Reference.** Incorporated by reference the same, as if specifically written herein are the rules, regulations, and all other requirements imposed by the law, including but not limited to compliance with those applicable rules and regulations of the State of Texas and federal government, all of which shall apply to the performance of the Services under this Agreement.

22. **Severance.** Should any one or more provisions of this Agreement be deemed invalid, illegal or unenforceable for any reason, such as invalidity, illegality or unenforceability shall not affect any other provision held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be construed as severable from the remainder of this Agreement and shall not affect the validity of all other provisions of this Agreement, which shall remain of full force and effect.

23. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

24. **Notices.** Any notice required or permitted to be delivered under this Agreement shall be deemed delivered in person or when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the City or Capital Metro, as the case may be, at the addresses set forth below. Notice given by any other manner shall be deemed effective only if and when received by the Party to be notified. A Party may change its address for notice by written notice to the other Party as herein provided.

If to City:

David Morgan, City Manager  
City of Georgetown  
P.O. Box 409  
Georgetown, Texas 78627

With copy to:

Skye Masson, City Attorney  
City of Georgetown  
P.O. Box 409  
Georgetown, Texas 78627
If to Capital Metro:

Capital Metropolitan Transportation Authority
Attn: Executive Vice President of Strategic Planning and Development
2910 E. 5th Street
Austin, Texas 78702

With copy to:

Capital Metropolitan Transportation Authority
Attn: Chief Counsel
2910 E. 5th Street
Austin, Texas 78702

These writings are intended as the final expressions of the Agreement of the Parties and as a complete and exclusive statement of the terms of the Agreement.

25. **Performance.** The failure of a Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect the right of such Party to require such performance at any time thereafter nor shall the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

26. **No Waiver.** The Parties to this Agreement are governmental entities under state law and nothing in this Agreement waives or relinquishes the right of the Parties to claim any exemptions, privileges and immunities as may be provided by law.

27. **Amendment.** This Agreement may be amended only in writing by an instrument signed by an authorized representative of Capital Metro and the City. The City Manager and the Capital Metro President/CEO will have the authority to negotiate and execute amendments to this Agreement without further action of the Georgetown City Council and Capital Metro’s Board of Directors’ approval, but only to the extent necessary to implement and further the clear intent of the respective governing boards approval, and not in such a way as would constitute a substantive modification of the terms and conditions hereof or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the Parties.

28. **Entire Agreement.** This Agreement represents the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the Parties pertaining to the subject matter herein.

29. **Current Revenues.** All monies paid by the Parties under this Agreement will be paid from current revenues available to the paying Party.

30. **Appropriation of Funds.** The obligations of the City under this Agreement to make payments to Capital Metro are subject to appropriation by the City of funds that are lawfully available to be applied for such purpose. If City fails to make such an appropriation prior to a fiscal period of City for the payments scheduled in such a fiscal period, this Agreement shall terminate at the end of the last fiscal period immediately preceding the fiscal period for which funds have not been appropriated. If feasible, the City shall deliver notice to Capital Metro of such termination at least forty-five (45) days prior to such termination, but failure to give such notice shall not prevent the termination of this Agreement.
31. **Survivability.** The provisions of Sections 14 through 17 shall survive the termination, expiration, or non-renewal of this Agreement.

32. **Exhibits.** The following exhibits are incorporated herein by reference:

   A. Scope of Services
   B. Routes
   C. Fees
   D. Measures
   E. Insurance

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed by their respective undersigned duly authorized effective as of the Effective Date.

**Capital Metropolitan Transportation Authority**

By: ________________________________
Sharmila Mukherjee
Executive Vice President
Strategic Planning and Development

Date: ________________________________

**City of Georgetown**

By: ________________________________
Dale Ross:
Mayor, City of Georgetown

Date: ________________________________

Attest:

By: ________________________________
Robyn Densmore
City Secretary

Approved as to Form:

By: ________________________________
Skye Masson
City Attorney
Exhibit A – Scope of Services

1. GENERAL PURPOSE

This Scope of Services documents the requirements related to the operation of fixed route and complementary paratransit services operated by a Third Party Service Provider through a contract with Capital Metro for the City:

1.1. Capital Metro through its Third Party Service Provider shall provide an operationally dependable vehicle service for passenger use, equipped for maximum passenger comfort in a cost-effective manner, and continually maintained and operated in a safe condition as described herein.

1.2. Capital Metro through its Third Party Service Provider shall furnish all supervision, personnel, passenger vehicles, fuel, materials, supplies, storage and maintenance facilities, tools, equipment, insurance, and incidentals as required to perform an operationally dependable public transportation service.

1.3. Third Party Service Provider shall provide reservation and dispatch services in response to reservations made by customers or their agents through the Third Party Service Provider’s reservation system for paratransit service.

1.4. Paratransit service eligibility and scheduling shall be completed by the Third Party Service Provider in accordance with the City’s ADA Plan.

2. VEHICLE HOURS AND FIXED SERVICE ROUTES

Annual vehicle hours are not to exceed 7,100 for fixed route services and 3,450 for paratransit services. Service will include four (4) fixed routes, as shown in Exhibit B of this Agreement, and complementary paratransit service.

3. VEHICLE REQUIREMENTS

3.1. Two peak vehicles are required for fixed route service. Vehicles shall be accessible and have the ability to transport at least twelve (12) seated persons.

3.2. One peak vehicle is required for paratransit service. The vehicle shall be accessible and capable of transporting at least twelve (12) seated persons.

3.3. An additional paratransit vehicle not to exceed 1,345 vehicle hours may be provided at Capital Metro’s discretion in consultation with the City.

4. SERVICE PERIOD

Service hours for weekdays are approximately 7:00 a.m. to 7:00 p.m. and Saturday 8:00 a.m. to 6:00 p.m. (times may vary within this window based on specific route schedules). The Third Party Service Provider will not provide service on Third Party Service Provider’s holidays.
5. **VEHICLES**

5.1. Fixed route and complementary paratransit vehicles shall have adequate heating and air conditioning; two-way radios, not on citizen band frequency; fare box; adequate interior lighting; interior and exterior signage; bicycle racks; and padded, comfortable seating for passengers. All vehicles shall be wheelchair accessible and capable of handling two wheelchair positions.

5.2. Vehicles shall have illuminated destination signs that are highly visible and in compliance with ADA regulations.

5.3. Vehicle destination signs shall display GoGeo and the route name or number when operating in Georgetown. The destination signs on routes operated within Georgetown will reflect that service is Georgetown service. All destination signs shall be illuminated for night operation.

5.4. Vehicles shall be equipped with passenger notice holders, and passenger discharge bells.

5.5. Vehicle bodies, frames, and components shall be in sound condition, and free of all damage. Vehicles shall comply with safety and mechanical standards of all state, federal and local governments. All mechanical, electrical, and hydraulic securement systems shall be maintained in proper working condition at all times.

5.6. All vehicles shall be equipped to permit inward and outward wheelchair boarding. Ramps and lifts will comply with ADA standards. Securement for mobility devices shall consist of four (4) securement belts. Additionally, a lap belt will be provided, if desired by the customer.

5.7. The vehicles' air conditioning system shall be of sufficient size and capacity to maintain an inside constant temperature of 75 degrees F. throughout the vehicle, regardless of outside temperature and relative humidity. The heating system shall have proportional controls and be of sufficient capacity to maintain an inside constant temperature of 70 degrees F. throughout the vehicle regardless of outside temperatures.

5.8. All vehicles operated by the Third Party Service Provider shall be painted in accordance with the Capital Metro’s graphic program.

5.9. Vehicles may support graphic content that identifies GoGeo when operating within Georgetown. Additional vehicle hour cost for graphic installation incurred by the Third Party Service Provider shall be reimbursed by City of Georgetown to the Third Party Service Provider.

6. **EQUIPMENT CONDITION**

6.1. The Third Party Service Provider shall maintain each bus in a clean condition throughout, both interior and exterior, at all times that the bus is in service for the City. All buses must be swept, mopped, interiors wiped down (i.e., dashboards, stanchions, bars, etc.).

6.2. All vehicles placed into revenue service shall have all safety items fully operational (i.e., lights, brakes, horn, tires, etc.).

6.3. Spare buses shall be available to replace any bus that may become disabled or otherwise unavailable for operations.
6.4. The Third Party Service Provider shall ensure regular and frequent maintenance checks of bus lifts and ramps and will keep all lifts and ramps are in good running condition.

7. REPORTING

7.1. Capital Metro shall submit system information to the National Transit Database (“NTD”) and FTA, as required by FTA Section 5307.

7.2. Capital Metro shall submit ridership data to the City on a monthly basis in a format mutually agreed to by both Parties. At minimum, the monthly reports shall include the Performance Measures in Exhibit D.

8. TRAINING

8.1. All bus operators performing the service of the City will be properly trained to provide a high-quality public transportation service. Training will include, at a minimum, the following elements:

8.1.1. Defensive Driving

8.1.2. Customer service, including providing service to persons with disabilities and proper customer communication practices required for polite customer assistance

8.1.3. Route specific training

8.1.4. Ongoing refresher training

9. PERSONNEL

9.1. Capital Metro’s Third Party Service Provider shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the Services.

9.2. Capital Metro’s Third Party Service Provider shall employ a supervisor to monitor the Services. Such supervision shall also include responses to and investigation of all accidents.

9.3. Capital Metro’s Third Party Service Provider shall provide dispatch and radio monitoring personnel during hours of Service. Capital Metro’s Third Party Service Provider shall be able to effectively dispatch assignments and provide prompt responses to driver and/or vehicle problems which could impact service.

10. FARE COLLECTION

10.1. Capital Metro’s Third Party Service Provider shall collect all fare revenue.
10.2. The amount of fares collected will be documented on the City’s monthly invoice and deducted from the cost of service.

10.3. Capital Metro’s Third Party Service Provider shall provide the City with fare media for Georgetown transit services.

10.4. Capital Metro may assist the City of Georgetown in preparing a proposal for GoGeo ticket sales at the HEB on 1100 N. Interstate 35 Frontage Rd., Georgetown, Texas 78626, or other locations as agreed upon by the Parties.

11. MARKETING AND PUBLIC RELATIONS

11.1 Capital Metro and the City will coordinate on all schedules, maps and other printed materials required for marketing the Service. Capital Metro and the City shall also coordinate to distribute appropriate materials for other routes and services that benefit customers of each service, such as passenger notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects.

11.2 All marketing material for GoGeo shall be the responsibility of the City.

11.3 Capital Metro shall assist the City of Georgetown in outreach and coordination with Southwestern University and to assist in promotion of free fares for Southwestern University students.
Exhibit B – Routes

Bus Service

[Map of bus routes in Georgetown, Texas]

ILAS - Capital Metro/City of Georgetown (Contract Transit Services)
Page 12 of 20
Page 417 of 643
### Exhibit C – Fees

#### C1 – FY21 Service

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Annual Hours</th>
<th>Hourly Operating Rate</th>
<th>Total Estimated Cost of Service</th>
<th>Section 5307 Funding</th>
<th>Local Funding from Georgetown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Route and one Paratransit Vehicle (partially funded by 5307)</td>
<td>10,550</td>
<td>$85.05</td>
<td>$897,278</td>
<td>$343,327</td>
<td>$553,951</td>
</tr>
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</table>

#### C2 - Additional Paratransit Vehicle

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<thead>
<tr>
<th>Description</th>
<th>Estimated Annual Hours</th>
<th>Hourly Operating Rate</th>
<th>Total Estimated Cost of Service</th>
<th>Section 5310 Funding</th>
<th>Local Funding from Georgetown</th>
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</thead>
<tbody>
<tr>
<td>Paratransit Vehicle (partially funded by 5310)</td>
<td>1,345</td>
<td>$85.05</td>
<td>$114,392</td>
<td>$48,974</td>
<td>$65,418</td>
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</table>

#### C3 – Totals

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<tr>
<th>Description</th>
<th>Estimated Annual Hours</th>
<th>Hourly Operating Rate</th>
<th>Total Estimated Cost of Service</th>
<th>Section 5307 and 5310 Funding</th>
<th>Local Funding from Georgetown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total FY21 Service</td>
<td>11,895</td>
<td>$85.05</td>
<td>$1,011,670</td>
<td>$392,301</td>
<td>$619,369</td>
</tr>
</tbody>
</table>
City of Georgetown

FY21 Fixed-Route Performance Goals and Measures
I. Transit Goals and Objectives

Transit system performance must be measured based on goals and standards that reflect the operating environment and values of the community it serves. The goals and objectives for transit service in Georgetown were established in the 2015 Georgetown Transit Development Plan. The goals and objectives reflect the needs heard from the community, a review of existing conditions, and an analysis of the type of transit service that would meet the community’s needs. Below are the four goals developed through this process.

**Goal 1:** Provide a safe, reliable, efficient, and accessible transportation option for residents and visitors of Georgetown.

Objective: Improve service efficiency and reliability for existing service by meeting or exceeding established standards of performance.

- Strategy: Identify key performance indicators specific to Georgetown; establish standards for these indicators that correlate with effective service delivery.
- Strategy: Establish a schedule for service evaluation and follow-up remedial actions.
- Strategy: Improve productivity in the service area.

**Goal 2:** Adequately address the mobility needs of Georgetown residents.

Objective: Improve access to employment, healthcare, shopping, and recreation.

- Strategy: Identify locations of employment, healthcare, shopping and recreation locations.
- Strategy: Define delivery times for employment, healthcare, shopping and recreation locations.
- Strategy: Refine routing to provide more direct access to some of the major destinations in the city, within existing resources based on location and delivery time review.

**Goal 3:** Maximize resource utilization and operational efficiency with respect to system administration and operations.

Objective: Maintain capital assets (vehicles and maintenance materials) in State of Good Repair.

- Strategy: Develop objective standards for measuring conditions of capital assets.
- Strategy: Establish performance measures for capital assets.
- Strategy: Develop policies and standards for replacement and rehabilitation of capital assets.
Goal 4: Develop a local system that operates effectively in the short-term, continues to develop an audience for regional transit options in the mid-term, and will connect the local community to the region in the long-term.

Objective: Provide access to activity centers today with an understanding of where future regional transit infrastructure is proposed to be located.

- Strategy: Submit regional transit projects to the CAMPO Transportation Improvement Plan (TIP).
- Strategy: Develop dedicated funding sources for local transit system.
- Strategy: Promote Project Connect North through city website and biennial Citizen Survey. Coordinate public awareness of Project Connect through public meetings and open houses.

II. Performance Measures

Performance measures are developed to address standards of service effectiveness, cost effectiveness, and cost efficiency. These standards will be used to guide service evaluations, set standards for future service changes, ensure compliance with federal requirements for the city of Georgetown, and ensure that the city’s transit goals are being met.

The standards used to measure performance of the Georgetown system are a sub-set of the measures that all federally funded transit agencies are required to provide the National Transit Database (NTD). The NTD was established by Congress to be the Nation’s primary source for information and statistics on the transit systems of the United States. Recipients of grants from the Federal Transit Administration (FTA) under the Urbanized Area Formula Program (§5307) are required by statute to submit data to the NTD.

There are several measures that are used for NTD reporting; however, some measures are more helpful in determining success of a route or system. Five measures have been selected to monitor the Georgetown fixed-route service. They are based on the selected measures that peer transit agencies use to monitor transit systems and include:

1. Passengers per revenue hour (service effectiveness/productivity)
2. Fare recovery ratio (cost effectiveness)
3. Cost per passenger (cost effectiveness)
4. Cost per revenue hour (cost efficiency)
5. On-Time Performance (service effectiveness)
6. Total Annual Ridership (service effectiveness)

The six performance measures will be considered in relationship to each other, as success of a system is based on a number of factors, as shown below. The measures will be reported by route and by the system as a whole. Additionally, the measures should be reported to Georgetown City Council at least yearly in order to assist City Council in making decisions about the routes and the system.
III. Descriptions of Key Performance Measures and Goals for FY21

Below is a description of the performance measures and goals that will be used to assess Georgetown’s four core bus routes. Routes one and two are paired, so the goals should be shown in combination for both routes. Routes three and four are also paired, so the goals are paired as well.

1. PASSENGERS PER REVENUE HOUR

Passengers per revenue hour is a key productivity measurement that works as an effective tool for future service planning. Improving ridership is often the goal of planning bus service, however it is just as important to plan for additional ridership with a “right sized” route or system. Passengers per revenue hour is calculated by dividing the total number of passengers by the total number of revenue service hours. It provides a data point for monitoring ridership as it relates to total bus hours operated.

### Passenger Per Revenue Hour Goals

<table>
<thead>
<tr>
<th></th>
<th>FY 21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routes 1 &amp; 2</td>
<td>6</td>
</tr>
<tr>
<td>Routes 3 &amp; 4</td>
<td>6</td>
</tr>
</tbody>
</table>
2. FARE RECOVERY RATIO
Fare recovery is the fraction of operating expenses that are met by the fares paid by passengers. Fare recovery is calculated by dividing fare revenue by operating costs.

Fare Recovery Goals

<table>
<thead>
<tr>
<th></th>
<th>FY 21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routes 1 &amp; 2</td>
<td>6%</td>
</tr>
<tr>
<td>Routes 3 &amp; 4</td>
<td>6%</td>
</tr>
</tbody>
</table>

3. COST PER PASSENGER
Cost per passenger is designed to track the cost effectiveness for the system as it relates to ridership over time. Cost per passenger is calculated by dividing the total operating expenses by total passengers (unlinked trips) to calculate the cost for each passenger on the service. Cost per passenger does not include fare recovery.

Cost Per Passenger Goals

<table>
<thead>
<tr>
<th></th>
<th>FY 21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routes 1 &amp; 2</td>
<td>$12</td>
</tr>
<tr>
<td>Routes 3 &amp; 4</td>
<td>$12</td>
</tr>
</tbody>
</table>

4. COST PER REVENUE HOUR
Cost per revenue hour is considered a cost efficiency measure, focusing on how well an agency uses resources to deliver services, irrespective of usage. Cost per revenue hour is calculated by dividing total operating expenses by revenue hours. Revenue hours represent the hours that vehicles are available for public use. Cost per revenue hour does not include fare recovery.

Cost Per Revenue Hour Goals

<table>
<thead>
<tr>
<th></th>
<th>FY 21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routes 1 &amp; 2</td>
<td>$89</td>
</tr>
<tr>
<td>Routes 3 &amp; 4</td>
<td>$89</td>
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</table>
5. ON-TIME PERFORMANCE

Schedule adherence or on-time performance refers to the level of success of the bus remaining on the published schedule. On time performance is expressed as a percentage, with a higher percentage meaning more vehicles are on time. The level of on time performance is an important measure of the effectiveness of the system.

**On-Time Performance Goals**

<table>
<thead>
<tr>
<th>Routes</th>
<th>FY 21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routes 1 &amp; 2</td>
<td>95%</td>
</tr>
<tr>
<td>Routes 3 &amp; 4</td>
<td>95%</td>
</tr>
</tbody>
</table>

6. TOTAL ANNUAL RIDERSHIP

Total annual ridership is the actual number of passengers served by the transit routes. The data items are reported as the number of yearly unlinked passenger trips. Unlinked passenger trips are defined as the number of passengers who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination.

**Total Annual Ridership Goals**

<table>
<thead>
<tr>
<th>Routes</th>
<th>FY 21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routes 1 &amp; 2</td>
<td>20,000</td>
</tr>
<tr>
<td>Routes 3 &amp; 4</td>
<td>20,000</td>
</tr>
<tr>
<td>Total</td>
<td>40,000</td>
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</tbody>
</table>
Exhibit E - Insurance

1. Commercial General Liability Insurance Coverage with limits of not less than One Million Dollars ($1,000,000) each occurrence and not less than Two Million Dollars ($2,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage including Products Liability.

2. Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with Transit Services with limits not less than One Million Dollars ($1,000,000) and not less than Two Million Dollars ($2,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage.

3. Workers' Compensation Insurance Statutory Workers' Compensation coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million Dollars ($1,000,000).
Interlocal Agreement with Capital Metro for Operations of GoGeo

Georgetown City Council Meeting
September 22, 2020
Purpose of Presentation

• To go over the proposed FY 2021 budget for transit services for public transportation services being provided by the City of Georgetown in conjunction with CapMetro and CARTS.
Presentation Overview

• Need for this Fiscal Year and Transition
• FY 2021 – Budget
• Comments / Questions
Need for this Fiscal Year and Transition
Need for this Fiscal Year and Transition

At June 9th Workshop:

• Council gave Staff direction to look into different transportation platforms such as Dynamic Ride Share or Micro transit.

• Pursue an RFI/RFP for ride share/micro-transit

• Council also wanted to maintain transportation services for the citizens that are currently using the transit system.
## FY Comparison

<table>
<thead>
<tr>
<th>Fixed Route Comparison by FY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>FY 2018</td>
</tr>
<tr>
<td>-----------------------------</td>
</tr>
<tr>
<td>October</td>
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<tr>
<td>November</td>
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<td>December</td>
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<td>July</td>
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<tr>
<td>September</td>
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<tr>
<td>Total</td>
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<tr>
<td>AVG</td>
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</table>
Fiscal Year 2021 Budget
<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Annual Hours</th>
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<th>Total Estimated Cost of Service</th>
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</tbody>
</table>
Questions?

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

ITEM SUMMARY:
Staff is requesting approval of the 3rd contract renewal with HydroPro Solutions LLC to supply water meters and water meter registers on an as needed basis for the year. HydroPro Solutions LLC is the sole source provider for the specific meters and registers needed to expand and maintain the City's Advanced Metering Infrastructure. Sole Source procurements are exempt from competitive bidding laws due to patents, copyrights, secret processes, or natural monopolies.

In 2019, the City spent approximately $460,000 water meters and registers to support new customer growth and $540,000 to maintain and replace inoperable customer meters and registers.

This annual renewal is for a not-to-exceed amount of $1,000,000 and is consistent with amounts approved in previous years. Meters and registers are purchased as inventory and expensed (in various spend categories) when removed from the warehouse and installed.

Staff recommends approval of this item.

BOARD RECOMMENDATION:
This item was unanimously approved by the Georgetown Water Utility Advisory Board for Council approval at the September 10, 2020, Georgetown Water Utility Advisory Board meeting.

FINANCIAL IMPACT:
This 3rd renewal with HydroPro Solutions LLC for an amount not-to exceed $1,000,000.

SUBMITTED BY:
Leticia Zavala, Director of Customer Care (twd)

ATTACHMENTS:
3RD Renewal Agreement
Renewal No. 3
to the Agreement between
HydroPro Solutions, LLC
and the
City of Georgetown, Texas

This Third Renewal Agreement ("Third Renewal") is entered into by and between the CITY OF GEORGETOWN, a Texas Home-Rule Municipal Corporation (the "City"), and HYDROPRO SOLUTIONS LLC (the "Contractor") (collectively, the "Parties"). The PARTIES hereby agree as follows:

WHEREAS, the Parties entered into an agreement on June 13, 2017 for the purchase of Master Meter Water Meters, Registers, and related items for the City's Advanced Metering Infrastructure, Contract No. 17-0073-GC (the "Original Agreement"),

WHEREAS, the Contractor is the Sole Source Manufacturer of the Master Meter Radio and Metering equipment; and

WHEREAS, the Original Agreement provided for four one-year renewal terms; and,

WHEREAS, the Parties renewed the Original Agreement on June 12, 2018 for a first renewal term and on July 17, 2019 for a second renewal term; and

WHEREAS, the Parties desire to renew the Original Agreement for a third renewal term;

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

1. The Parties agree to renew the Original Agreement for an additional one-year term, which will begin immediately upon the expiration of the second renewal term and will end on June 12, 2021, being the third renewal term.

2. This Third Renewal binds and benefits the Parties and their successors or assigns. This document, including the Original Agreement, is the entire agreement between the Parties.

3. During the term of this Third Renewal, the City will pay the Contractor an amount not to exceed one million dollars ($1,000,000).

4. All other terms of the Original Agreement not inconsistent with this Third Renewal shall apply. Except as expressly modified by this Third Renewal, the Original Agreement remains unchanged and in full force and effect, subject to its terms.

5. This Third Renewal is effective on the date executed by the City.

BY THE SIGNATURES affixed below, this Third Renewal is hereby incorporated into and made a part of the above-referenced Original Agreement.

[Signature page to follow]
HYDROPRO SOLUTIONS, LLC
By: [Signature]
Printed Name: Grey Broyles
Title: Vice President
Date: August 7, 2020

CITY OF GEORGETOWN
By: [Signature]
Printed Name: Dale Ross
Title: Mayor
Date: [Signature]
ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

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

ITEM SUMMARY:
The City's consultant, NewGen Strategies, presented an overview of the net metering rate at the end of July. Modifications to simplify the ordinance language were incorporated and updates were added based on Council direction from the 8/25/20 meeting.

The Renewable Energy – Received Credit will be reviewed and may be adjusted on an annual basis according to various electric market factors including but not limited to estimated historic avoided cost of fuel and purchase power.

Existing customers in good standing which are on the net metering program rate as of October 1, 2020 will continue to receive a credit of $0.09580 per kWh until September 30, 2022. The credit rate will change to $0.04976 per kWh for these customers beginning on October 1, 2022. This rate will not be available to new customers after October 1, 2020 that own a distributed energy resource facility.

Net Metering Program customers will have two electric meters installed by the City. A DER meter which will measure the total amount of generated electricity from the customer’s facility and a bi-directional meter, used for billing, that will measure both the Volumetric Energy delivered to the customer and Renewable Energy-Received by the City. The values from the bi-directional meter will be used to calculate the net monthly utility bill.

The Program will be limited to Residential and Small Commercial Rate Classes whose distributed energy resource facilities are sized at 10 kW or less. Customers requesting the net metering rate classification must have executed an interconnection (operational) agreement with the City AND completed (and been approved for) a Net Metering Service Application.

The ordinance will also establish a “cap” for the Renewable Energy – Received Credits. Credits will not be applied to any kWh energy above the Volumetric energy provided by the City in the monthly billing cycle.

FINANCIAL IMPACT:
A full rate review to evaluate all rate structures will be done in FY 2021.

SUBMITTED BY:
Lerticia Zavala, Director of Customer Care

ATTACHMENTS:

Ord - Electric Fees Update, Net Metering
ORDINANCE NO. ______________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING CHAPTER 13.04, ARTICLE I OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN RELATED TO ELECTRIC RATES, AMENDING SECTION 13.04.018 RELATED TO NET METERING SERVICE; AND REMOVING SECTION 13.04.083 RELATED TO DISTRIBUTED RENEWABLE ELECTRIC GENERATION; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown periodically reviews and adjusts certain electric rates and fees; and,

WHEREAS, the City Council of the City of Georgetown finds that amending the current net metering rate is in the best interest of the City; and

WHEREAS, the City Council of the City of Georgetown wishes to simplify the language relating to Distributed Renewable Electric Generation; and

WHEREAS, the City Council of the City of Georgetown wishes to amend these rates effective on all utility billings after October 1, 2020;

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

Section 1. The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. Section 13.04.018, Net Metering Service, of the Code of Ordinances of the City of Georgetown is hereby modified as follows.

Sec. 13.04.018. Net Energy Metering (NEM) Service
A. Availability
Available to Residential and Small General Service customers in good standing and receiving a NEM rate as of October 1, 2020 located within the City of Georgetown (COG) electric service area that own distributed energy resource (DER) facilities. This rate is not available to new customers after October 1, 2020 that own a distributed energy resource facility.
The following requirements must be met for customers to be served under NEM:

- Customer has executed an interconnection agreement with COG, and COG has approved their completed Net Metering Service application.
- DER facility is customer owned and powered by a renewable resource, including but not limited to solar, wind, and geothermal sources.
- DER facility’s installed capacity is no greater than 10 kW-DC (kilo watts direct current) and receives service at 600 volts or less.
- DER facility is located at the customer’s premises or that is appropriately connected to COG’s electric distribution system, as solely determined by COG.

B. Metering

Customers served under NEM will have two electric meters installed by COG at the customer’s premises: a DER Meter, which measures the total amount of generated electricity from the customer’s DER facility, and a Bi-Directional Meter that measures both the Volumetric Energy and Renewable Energy – Received, as defined herein. These Bi-Directional Meter readings are used for generating the NEM customer’s monthly bill.

C. Meter Definitions

**Bi-Directional Meter:** An electric meter with separate registers that measures and records, on an interval basis, the flow of electricity from COG to the NEM customer (Volumetric Energy) as well as the flow of electricity from the customer’s DER facility to COG (Renewable Energy – Received), as applicable.

**DER Meter:** The DER meter measures the total amount of energy generated by the customer’s DER facility. The meter records “Renewable Energy – Generated”.

D. Energy Definitions

**Renewable Energy – Generated:** The total energy produced by the customer’s DER facility for the billing period, as measured and recorded by the DER meter. No charges or credits are associated with the Renewable Energy – Generated. This information is provided to COG, and is identified on the customer’s bill, for informational purposes only.

**Renewable Energy – Received:** Any excess metered energy generated from the customer’s DER facility that is not used on-site at the customer’s premises and flows back to COG during a billing cycle. The Renewable Energy -- Received is measured by the bi-directional meter and recorded on an interval basis. COG pays NEM customers a credit per kilowatt hour of the Renewable Energy – Received.
**Volumetric Energy:** The amount of metered energy delivered by COG to the customer’s premises during a billing cycle. This value is measured by the Bi-Directional Meter and recorded on an interval basis. NEM customers pay COG per kilowatt hour for Volumetric Energy.

E. **Charges for Service Definitions**

**Base Rate:** The Base Rate is the Customer Charge for the applicable customer class in which the NEM customer exists. The Base Rate is a per customer charge on a $/month basis.

**Volumetric Energy Charge:** The Volumetric Energy Charge is the Energy Charge for the applicable customer class in which the NEM customer exists. The Volumetric Energy Charge is applied to the Volumetric Energy on a $/kWh basis.

**Renewable Energy - Received Credit:** The Renewable Energy – Received Credit is an energy rate ($/kWh) applied to the NEM customer’s Renewable Energy – Received. COG pays NEM customers a credit per kilowatt hour for Renewable Energy – Received. The credit on the customer’s bill is subject to the limitations discussed in item H.

**Power Cost Adjustment (PCA):** The PCA charge under this rate schedule shall be increased or decreased to reflect the application of a PCA per kWh of energy delivered by COG (Volumetric Energy) during the billing cycle, as calculated in accordance with § 13.04.075.

**Transmission Delivery Cost Adjustment (TDCA):** The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a Transmission Delivery Cost Adjustment per kWh of energy delivered by COG (Volumetric Energy), as calculated in accordance with § 13.04.080.

F. **Monthly Rates for NEM customers**

Rates are subject to change and as described herein.

Residential Service:

1. Base Rate: $24.80 per month
2. Volumetric Energy Charge: $0.09580 per kWh
3. Renewable Energy – Received Credit of $0.09580 per kWh until September 30, 2022

   Received Credit: Beginning October 1, 2022, the Received Credit shall be calculated on an annual basis according to the following formula:
Ordinance Number: ________________________

Description: Net Metering/EEEC

Date Approved: _______________________, 2020

\[
\text{Credit} \left( \frac{\$}{kWh} \right) = \frac{\text{Weighted Avg. Market Price} \left( \frac{\$}{kWh} \right) + \text{Avg. Transmission Capacity Cost} \left( \frac{\$}{kWh} \right)}{1 - \text{Losses} \,(\%)}
\]

Where “Weighted Avg. Market Price” represents the previous year’s weighted average settlement point prices ($/kWh) coincident with solar producing hours at the Electric Reliability Council of Texas (ERCOT) South Load zone, the “Avg. Transmission Capacity Cost” represents the previous year’s average cost per kWh paid by the Utility for transmission operations, and “Losses” represents the most recently calculated value for COG’s distribution system losses as a percent.

4. PCA: (as determined in § 13.04.075)
5. TDCA: (as determined in § 13.04.080)

Small General Service:

1. Base Rate as a COG electric customer: $50.00 per month
2. Volumetric Energy Charge: $0.0902 per kWh
3. Renewable Energy – Received Credit of $0.09580 per kWh until September 30, 2022
   Received Credit: $0.04976 per kWh beginning October 1, 2022
4. PCA: (as determined in § 13.04.075)
5. TDCA: (as determined in § 13.04.080)

G. **Renewable Energy – Received Credit – Annual Update**

The Renewable Energy – Received Credit will be reviewed and may be adjusted on an annual basis by COG according to the formula above.

H. **Limit on Renewable Energy – Received Credit**

For a billing cycle, and for the purposes of calculating the Renewable Energy – Received Credit, the excess renewable energy (kWh) COG receives from NEM customers cannot be greater than the Volumetric Energy (kWh) COG delivers to the customer’s premises. Renewable Energy - Received that is in excess of the Volumetric Energy during the billing cycle is not eligible for compensation to the NEM customer by COG. Such excess energy may not be banked by the NEM customer nor rolled over to the following or future billing period(s). Further, such excess energy cannot be utilized to offset other COG charges on the NEM customer bill.

I. **Sales Taxes**

Sales taxes, where applicable, will be charged to the customer, as appropriate, in addition to the above rates.

**Section 4.** Section 13.04.083, Distributed Renewable Electric Generation of the Code of Ordinances of the City of Georgetown, Texas is hereby deleted in its entirety and replaced as follows:
Sec. 13.04.083. – Reserved

**Section 5.** If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

**Section 6.** That all ordinances that are in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**Section 7.** The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect on October 1, 2020 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
SUBJECT:
Second Reading of an Ordinance on a request for a Zoning Map Amendment to rezone approximately 14.518 acres out of the Joseph Fish Survey, Abstract No. 22, from the Agriculture (AG) district to the Local Commercial (C-1) district for the property generally located at 4795 Williams Dr -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:
Overview of the Applicant's Request:
The Applicant wishes to rezone the subject property from its current Agriculture (AG) zoning district to Local Commercial. The subject property will be divided into two tracts, the dividing line of which will be determined by the proposed major collector roadway that crosses the property in an east-west direction as shown on the City's Overall Transportation Plan. The parcel will be the subject of a future subdivision request to divide the existing lot into two tracts. (See Exhibit 5, Applicant’s Letter of Intent for Rezoning).

Staff's Analysis:
Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed request meets 5 of the 5 criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined in the attached Staff Report.

Public Comments:
As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property were notified of the Zoning Map Amendment request (66 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (August 2, 2020) and signs were posted on-site. To date, staff has received 4 written comments in favor, and 1 in opposition to the request (Exhibit 6). Public comments received for the original request of Local Commercial (C-1) and Low-Density Multi-Family (MF-1) has been included as Exhibit 7 for reference.

Planning and Zoning Commission Action:
At their August 18, 2020 meeting, the Planning & Zoning Commission unanimously recommended approval of the request.

City Council First Reading:
At their September 8, 2020 meeting, the City Council unanimously approved First Reading of the Ordinance for the request.

FINANCIAL IMPACT:
None. The Applicant has paid the required application fees.

SUBMITTED BY:
Andreina Dávila-Quintero, AICP, Current Planning Manager

ATTACHMENTS:
2020-10-REZ - P&Z Staff Report
Exhibit 1 - Location Map
Exhibit 2 - Future Land Use Map
Exhibit 3 - Zoning Map
Exhibit 4 - Development Standards and Permitted Uses of the C-1 district
Exhibit 5 - Letter of Intent
Exhibit 6 - Public Comments (C-1 only request)
Exhibit 7 - Public Comments (previous C-1 and MF-1 request)
Report Date: August 14, 2020
Case No: 2020-10-REZ
Project Planner: Andreina Dávila-Quintero, AICP, Current Planning Manager

Item Details

Project Name: 4795 Williams Dr
Project Location: 4795 Williams Dr, within City Council district No. 5.
Total Acreage: 14.518 ac
Legal Description: 14.518 acres out of the Joseph Fish Survey, Abstract No. 22
Applicant: McIntyre & McIntyre, Inc., c/o Nick McIntyre
Property Owner: David McNeil and Dolores Townsley
Request: Zoning Map Amendment to rezone the subject property from Agriculture (AG) to Local Commercial (C-1)

Case History: This is the first public hearing of this request. The Applicant originally proposed to rezone the subject property into Local Commercial (C-1) and Low Density Multi-Family (MF-1); however, after further consideration and discussion with the surrounding neighborhoods, the Applicant amended the request to rezone the entire 14.5 acres to Local Commercial (C-1).
Overview of Applicant’s Request

The Applicant wishes to rezone the subject property from its current Agriculture (AG) zoning district to Local Commercial. The subject property will be divided into two tracts, the dividing line of which will be determined by the proposed major collector roadway that crosses the property in an east-west direction as shown on the City’s Overall Transportation Plan. The parcel will be the subject of a future subdivision request to divide the existing lot into two tracts. (See Exhibit 5, Applicant’s Letter of Intent for Rezoning).

Site Information

Location:
The property is located at 4795 Williams Dr, about ½ mile northwest of the intersection of DB Wood/Shell Rd and Williams Dr. It is currently undeveloped.

Physical and Natural Features:
The subject property has moderate to heavy tree coverage, which may contribute/impact the proposed development in terms of intensity.

Future Land Use and Zoning Designations:
The subject property has a Neighborhood Future Land Use designation and is currently zoned Agriculture (AG), which is the default initial zoning upon annexation.

Surrounding Properties:
The subject property is located along the Williams Dr corridor. This corridor includes a mix of mixed-density residential and commercial along and surrounding Williams Drive. Trends continue to include commercial and mixed-density residential in the immediate and surrounding areas. Nearby subdivisions include the Reserve at Heritage Oaks, Heritage Oaks, Gabriel Estates, Merritt Heritage and Oaks at Wildwood. Nearby commercial uses include office, personal services, financial institutions, and retail uses.

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:

<table>
<thead>
<tr>
<th>DIRECTION</th>
<th>ZONING DISTRICT</th>
<th>FUTURE LAND USE</th>
<th>EXISTING USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>Residential Single-Family (RS), Agriculture (AG), and Local Commercial (C-1)</td>
<td>Neighborhood</td>
<td>Residential Single Family, Cemetery, Office, Warehouse</td>
</tr>
<tr>
<td>South</td>
<td>Local Commercial (C-1)</td>
<td>Neighborhood</td>
<td>Vacant</td>
</tr>
<tr>
<td>West</td>
<td>Local Commercial (C-1)</td>
<td>Neighborhood</td>
<td>Vacant</td>
</tr>
</tbody>
</table>
Property History:
The southern portion of the property was annexed in 1995 as part of a large area annexation request (Ordinance 95-12). The northern portion was annexed in 2011 with the annexation of the northern portion of the adjacent properties and the Reserve at Heritage Oaks subdivision (Ordinance 2011-57). At time of annexation, the property was zoned Agriculture (AG), the current initial zoning district for newly annexed property.

Comprehensive Plan Guidance

Future Land Use Map:
The subject property is located within the Neighborhood Future Land Use category. The Neighborhood character maintains a suburban atmosphere. Conservation subdivisions (also referred to as “clustering”) encourage the preservation of open space and environmentally sensitive areas. Development standards ensure adequate open space and efficient roadway and pedestrian connectivity to schools, neighborhood amenities and parks. Supporting nonresidential uses are similar in scale to the residential properties, include appropriate landscaping and buffering standards. Nonresidential uses are located along major thoroughfare bordering neighborhoods or on collector roads leading into neighborhoods.

| DUA: | ≤ 5.0 |
| Target Ratio: | 90% residential, 10% nonresidential |
| Primary Use: | Traditional detached single-family homes |
| Secondary Uses: | Limited neighborhood-serving retail, office, institutional, and civic uses |
The subject property also falls adjacent to the Mixed Density Neighborhood Designation. 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 non-residential uses are located primarily at arterials and other major roadway intersections and include appropriate buffering and pedestrian orientation to support the surrounding residents.

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 capacity to serve the subject property at this time. A Utility Evaluation may be required at time of Site Development Plan to determine capacity and any necessary utility improvements.

Transportation

The subject property abuts Williams Drive, which is classified as a major arterial in the City’s Overall Transportation Plan. Arterial streets provide traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are much greater and, if safety dictates, overall access can be limited to specific turning movements. Major Arterials connect major traffic generators and land use concentrations and serve much larger traffic volumes over greater distances.

The subject property also includes the addition of a major collector road that bisects it and intersects with Williams Drive, ultimately providing connection from Williams Dr to Shell Road. Major Collectors are streets that are intended to balance traffic between arterial streets and local streets. These streets tend to carry a high volume of traffic over shorter distances, providing access and movement between neighborhoods, parks, schools, retail areas and the arterial street system.

A Traffic Impact Analysis (TIA) will be required 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 Local Commercial (C-1) district is intended to provide areas for commercial and retail activities that primarily serve residential areas. Uses should have pedestrian access to adjacent and nearby residential areas but are not appropriate along residential streets or residential collectors. The district
Planning Department Staff Report

is more appropriate along major and minor thoroughfares and corridors. Permitted uses in this district include, but are not limited to, assisted living, financial centers, food catering services, general retail and office, and library and museums. Other uses such as bar/tavern/pub, church, and self-storage are permitted subject to specific design limitations. Certain land uses, including event facilities, event market, car wash, fuel sales, and restricted personal services, require a Special Use Permit (SUP). Exhibit 4 contains a comprehensive list of C-1 district permitted uses and development standards.

Intergovernmental and Interdepartmental Review

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

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:

<table>
<thead>
<tr>
<th>ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA</th>
<th>Complies</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.</td>
<td>Complies</td>
</tr>
<tr>
<td>An application must provide the necessary information to review and make a knowledgeable decision 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.</td>
<td></td>
</tr>
<tr>
<td>2. The zoning change is consistent with the Comprehensive Plan.</td>
<td></td>
</tr>
<tr>
<td>The 2030 Comprehensive Plan includes the subject property in the Neighborhood Future Land Use category. This category is meant to maintain a suburban atmosphere with a target density of less than 5 du/acre, and supporting non-residential uses including limited neighborhood-service retail, office, institutional and civic uses along major thoroughfares bordering neighborhoods or on collector roads leading into neighborhoods.</td>
<td></td>
</tr>
<tr>
<td>As previously mentioned, the requested Local Commercial (C-1) zoning district is intended to provide areas for commercial and retail activities (such as office, personal services, retail, and other similar commercial uses) that primarily serve residential areas. Because of this, the Local Commercial (C-1) zoning district is considered to be appropriate next to residential subdivisions. Furthermore, the subject property is located along a major arterial and will be bisected by a future major collector once the property is subdivided. Both factors place the property in an easily accessible location by other property and residences in the area.</td>
<td></td>
</tr>
<tr>
<td>The Neighborhood Future Land Use category also encourages a residential to non-residential ratio of 90% to 10%, respectively. Where the subject property is located, this designation comprises of approximately 6,982.13 acres, of which 91% consists of property in the extraterritorial jurisdiction (ETJ). Within this category there is an existing residential to non-residential ratio of 62% residential (approximately 4,357 acres), 7% non-residential (approximately 479 acres), and 31% of unentitled,</td>
<td></td>
</tr>
</tbody>
</table>
ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA

agriculture or open space land (approximately 2,142 acres) which may be developed with residential or non-residential uses or a mix of both. While the reallocation of 14.5 acres from agriculture or untitled land to commercial will not result in a shift of these ratios, it will bring the area closer to meeting the ratio envisioned for this category. As the remaining 31% develop, special care would need to be considered to ensure the ratio is maintained.

<table>
<thead>
<tr>
<th>Uses</th>
<th>FLU Ratio</th>
<th>Existing Ratio</th>
<th>Proposed Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Percentage (%)</td>
<td>Area (ac)</td>
<td>Percentage (%)</td>
</tr>
<tr>
<td>Res Total</td>
<td>90</td>
<td>4,357.42</td>
<td>62</td>
</tr>
<tr>
<td>Non-Res Total</td>
<td>10</td>
<td>479.41</td>
<td>7</td>
</tr>
<tr>
<td>Ag/Unentitled/Open Space Total</td>
<td>-</td>
<td>2,145.30</td>
<td>31</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
<td>6,982.13</td>
<td>100</td>
</tr>
</tbody>
</table>

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

The requested zoning district promotes the health, safety, and general welfare of the City, and would provide a safe, orderly, and healthful development due to the applicability of all development codes and standards that must be met to promote health, safety, and compatibility with surrounding uses and zoning districts, such as setbacks, landscape buffers, and parking. If approved, the zoning district would allow additional commercial uses than the existing zoning district to be developed in a manner that is consistent with the new development along the corridor. Additionally, the subject property would be subject to the Williams Drive Gateway Overlay, providing a landscaping buffer between the commercial uses and the roadway.

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

The proposed location of the C-1 zoning is consistent with the development pattern along Williams Drive; properties on both sides of the subject parcel and across Williams Drive are also zoned C-1.

The Williams Dr., particularly along this stretch between DB Wood and Del Webb, has developed with a mix of neighborhood serving commercial and mid to high density residential. In addition, the corridor is surrounded by a mix of residential development ranging between 5,500-sq.ft. lots to 1 acre lots. Thus, the proposed district is consistent with the Local Commercial (C-1) properties along Williams Drive, and the less-intense commercial uses within the C-1 district provide a transition between Williams Drive and the residential properties.

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

The proposed configuration of Local Commercial (C-1) uses is logical given the prevailing development pattern and the future collector roadway proposed through the subject property. This property is surrounded by commercial uses of similar intensity as allowed by the proposed Local Commercial (C-1) district and there is multi-family use directly across Williams Drive (Merritt Heritage Senior Village). In addition, the sizes of the proposed district will allow any uses
permitted in this district to be developed in conformance with the zoning district standards, to include parking, landscaping, bufferyard, setbacks, and impervious cover requirements.

Based on these findings, staff finds that the proposed request complies with the criteria outlined in UDC Section 3.06.030 for a zoning map amendment (rezoning). Particularly, staff finds that the properties along Williams Drive in the vicinity are already zoned for commercial uses; the Future Land Use designation encourages commercial uses along major thoroughfares and surrounding residential neighborhoods; and the Local Commercial (C-1) district contains development standards that minimize the impacts of site improvements that may occur on the subject property as the property is developed.

Meetings Schedule

August 18, 2020 – Planning and Zoning Commission
September 8, 2020 – City Council First Reading of the Ordinance
September 22, 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 (66 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (August 2, 2020) and signs were posted on-site. To date, staff has received 4 written comments in favor, and 1 in opposition to the request (Exhibit 6). Public comments received for the original request of Local Commercial (C-1) and Low-Density Multi-Family (MF-1) has been included as Exhibit 7 for reference.

Attachments

Exhibit 1 – Location Map
Exhibit 2 – Future Land Use Map
Exhibit 3 – Zoning Map
Exhibit 4 – Design and development standards of the Local Commercial (C-1) district
Exhibit 5 – Letter of Intent
Exhibit 6 – Public Comments – Local Commercial (C-1) request
Exhibit 7 – Public Commercial – Local Commercial (C-1) and Low-Density Multi-Family (MF-1) request
## Local Commercial (C-1) District

<table>
<thead>
<tr>
<th>District Development Standards</th>
<th>Minimum Lot Width = 50 feet</th>
<th>Maximum Building Height = 35 feet</th>
<th>Maximum Building Size = .5 FAR (only applies to those uses marked with * below)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Front Setback = 25 feet</td>
<td>(0 feet for build-to option)</td>
<td>Side Setback to Residential = 15 feet</td>
</tr>
<tr>
<td></td>
<td>Bufferyard = 15 feet with plantings</td>
<td>adjacent to AG, RE, RL, RS, TF, MH, MF-1, or MF-2 districts</td>
<td>Rear Setback to Residential = 25 feet</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Side Setback = 10 feet</td>
<td>Rear Setback = 0 feet</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rear Setback to Residential = 15 feet</td>
<td></td>
</tr>
</tbody>
</table>

### Specific Uses Allowed within the District

<table>
<thead>
<tr>
<th>Allowed by Right</th>
<th>Subject to Limitations</th>
<th>Special Use Permit (SUP) Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agricultural Sales*</td>
<td>Activity Center (youth/senior)</td>
<td>Automotive Parts Sales (indoor)*</td>
</tr>
<tr>
<td>Artisan Studio/Gallery*</td>
<td>Bar/Tavern/Pub</td>
<td>Car Wash</td>
</tr>
<tr>
<td>Assisted Living</td>
<td>Bed and Breakfast (with events)</td>
<td>Event Facility</td>
</tr>
<tr>
<td>Banking/Financial Services*</td>
<td>Business/Trade School</td>
<td>Fuel Sales</td>
</tr>
<tr>
<td>Blood/Plasma Center*</td>
<td>Church (with columbarium)</td>
<td>Meat Market</td>
</tr>
<tr>
<td>Consumer Repair*</td>
<td>College/University</td>
<td>Multifamily Attached</td>
</tr>
<tr>
<td>Dry Cleaning Service*</td>
<td>Commercial Recreation</td>
<td>Personal Services Restricted</td>
</tr>
<tr>
<td>Emergency Services Station</td>
<td>Community Center</td>
<td>Private Transport Dispatch Facility</td>
</tr>
<tr>
<td>Farmer's Market*</td>
<td>Dance Hall/Night Club</td>
<td>Student Housing</td>
</tr>
<tr>
<td>Fitness Center*</td>
<td>Day Care (group/commercial)</td>
<td></td>
</tr>
<tr>
<td>Food Catering Services*</td>
<td>Live Music/Entertainment</td>
<td></td>
</tr>
<tr>
<td>Funeral Home*</td>
<td>Micro Brewery/Winery</td>
<td></td>
</tr>
<tr>
<td>General Retail*</td>
<td>Neighborhood Amenity Center</td>
<td></td>
</tr>
<tr>
<td>General Office*</td>
<td>Park (neighborhood/regional)</td>
<td></td>
</tr>
<tr>
<td>Government/Postal Office</td>
<td>Pest Control/Janitorial Services *</td>
<td></td>
</tr>
<tr>
<td>Group Home (7+ residents)</td>
<td>Self-Storage (indoor only)</td>
<td></td>
</tr>
<tr>
<td>Home Health Care Services*</td>
<td>School (Elementary, Middle, High)</td>
<td></td>
</tr>
<tr>
<td>Hospital</td>
<td>Theater (movie/live)</td>
<td></td>
</tr>
<tr>
<td>Hotel/Inn (excluding extended stay)</td>
<td>Upper-story Residential</td>
<td></td>
</tr>
<tr>
<td>Integrated Office Center*</td>
<td>Wireless Transmission Facility (&lt;41')</td>
<td></td>
</tr>
<tr>
<td>Landscape/Garden Sales*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laundromat*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Library/Museum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical Diagnostic Center*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical Office/Clinic/Complex*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Membership Club/Lodge*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nature Preserve/Community Garden</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nursing/Convalescent/Hospice</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking Lot (commercial/park-n-ride)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal Services*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing/Mailing/Copying Services*</td>
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<td>Restaurant (general/drive-through)*</td>
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<td>Rooming/Boarding House</td>
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<td>Social Service Facility</td>
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<td>Surgery/Post Surgery Recovery*</td>
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<td>Urgent Care Facility*</td>
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<td>Utilities (Minor/Intermediate/Major)</td>
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<tr>
<td>Veterinary Clinic (indoor only)*</td>
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City of Georgetown
406 W 8th St
Georgetown, TX 78626

RE: 4795 Williams Drive
Letter of Intent for Rezoning

Subject Tract:
- 14.516 Acres
- No existing structures to be maintain or utilized for future development.
- Existing Zoning Designation is Agricultural (AG)

Proposed Zoning Districts:
- 6.770 acres from Agriculture (AG) to Local Commercial (C-1)
- 7.746 acres from Agriculture (AG) to Local Commercial (C-1)

UDC 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;

  MMI Comment: All the documents required per the Zoning Map Amendment Checklist have been provided. Further the information, exhibits, and surveys have been prepared by a Texas Licensed Professional Engineer and Texas Registered Professional Land Surveyor. Existing zoning is based off currently published City of Georgetown zoning maps and the Future Land Use Plan. Proposed uses are compatible and match existing zoning districts immediately abutting the subject property. Further, the Local Commercial (C-1) request been discussed with the Heritage Oaks, Oaks at Wildwood and gardens at Verde Vista HOA representatives, whom support C-1 over MF-1.

B. The zoning change is consistent with the Comprehensive Plan;

  MMI Comment: The 2030 Comprehensive Plan sets the basis for the Future Land Use Plan (FLUP). The FLUP shows the subject tract to be within the Neighborhood designation which is described as:

  “neighborhood character maintains a suburban atmosphere. Conservation subdivisions (also referred to as “clustering”) encourage the preservation of open space and environmentally sensitive areas. Development standards ensure adequate open space and efficient roadway and pedestrian connectivity to school’s neighborhood amenities and parks. Supporting nonresidential uses are similar in scale to the residential properties, include appropriate landscaping and buffering standards. Nonresidential uses are located along major thoroughfare bordering neighborhoods or on collector roads leading into neighborhoods.”

Based on discussion with City Staff, a zoning district of Local Commercial (C-1) was recommended on the southern portion of the lot fronting Williams Drive and Multifamily Low Density (MF-1) on the north end to create a transitional buffer of uses to the existing single-family homes.

After discussions with the representatives from the surrounding Home Owner Associations, Heritage Oaks (Bob Evans), Oaks at Wildwood (Ron Rowell), and Gardens at Verde Vista (Barbara White), it was brought to our attention the neighborhood would not support an MF zoning district abutting their neighborhoods. The concerns related to use are 3 story apartments abutting their homes and privacy. The neighbors did however offer support for C-1 zoning for the entire property; reference emails sent to Andreina Davila in support of C-1 on July 23, 2020.
Since the Comprehensive Plan does allow for C-1, as previously discussed, the MF-1 component was dropped per the neighbor’s request and C-1 is being requested for the entire property. As represented on the provided current zoning exhibit, the proposed district of C-1 is inline and compatible with the 2030 Comprehensive Plan and existing zoning in the area.

C. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City;

MMI Comment: The requested zoning change promotes responsible growth in alignment with the current zoning surrounding the subject tract and the City 2030 Comprehensive Plan for the area.

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

MMI Comment: The requested zoning change promotes responsible growth in alignment with the current zoning surrounding the subject tract and the 2030 Comprehensive Plan. Further, the applicant is aware of the Future Thorough Fare Plan for Verde Vista that will divide the property from the NE to the SW corners of the property limiting the need for additional driveways along Williams Drive.

As intended The Local Commercial District (C-1) will provide areas for commercial and retail activities that primarily serve residential areas. There is existing pedestrian access to adjacent and nearby residential areas along existing corridors. The future extension of Vista Verde will provide direct access along thoroughfares and corridors in accordance with the 2030 Comprehensive Plan.

Per the City’s UDC, C-1 allows for an array of uses from Professional and Business Offices, Consumer Retail Sales and Services, Health Services, and Food and Beverage. All these uses are subject to limitations set by code. Sec. 5.04.020. - Commercial Use Limitations restricting building size and some subject to Special Use permits further providing an opportunity for input and review by City and area residence.

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

MMI Comment: The property is suitable for development, as proven by surrounding commercial use development on both sides of the subject tract. There are no known environmental or drainage issue in the area based on visual surface inspections.

The proposed zoning maintains similar uses along Williams Drive while accommodating the future transportation thorough fare plan to expand Verde Vista Drive to Williams Drive. Existing utility infrastructure in Verde Vista can be extended along the future ROW path and connect to utilities in William drive.

Please contact Nick McIntyre with any further question or necessary supporting information to process the associated application.

Thank you

John N. McIntyre, P.E. 100096
McIntyre & McIntyre, Inc.
TBPE Firm No. F-4730
Direct: 512-484-7469
Email: nick@mmirealestate.com

Date: July 23, 2020
Good afternoon Andreina,

Community representatives met this morning with all addressees on this list - representing Heritage Oaks (Bob Evans), Oaks at Wildwood (Ron Rowell), and Gardens at Verde Vista (me, Barbara White). All three communities will be submitting comments and objections to any MF-1 zoning requests for the property - our HOA will hold up on submitting the comment forms until we hear that zoning for MF-1 has officially been withdrawn. Gardens at Verde Vista will not object to rezoning the parcel to C-1. Again, the three communities will not object to C-1, but are opposed to MF-1.

Respectfully,

Barbara White

Gardens at Verde Vista Representative

Barbara S. White
512 560 2808 cell/text  512 688 3611 land

Why wait? Life is not a dress rehearsal. Quit practicing what you’re going to do, and just do it. In one bold stroke you can transform today.
Good evening Andreina,

The three (3) community representatives met this morning with all addressees on this list - representing Heritage Oaks (Bob Evans), Oaks at Wildwood (Ron Rowell), and Gardens at Verde Vista (Barbara White). All three (3) communities will be submitting comments and objections to any MF-1 zoning requests for the property – our COA will hold up on submitting the comment forms until we hear that zoning for MF-1 has officially been withdrawn. Oaks at Wildwood will not object to rezoning the parcel to C-1.

Again, the Oaks at Wildwood Board of Directors at a board meeting held today agreed not object to C-1, but are opposed to MF-1. The Oaks at Wildwood is in agreement with the other two (2) communities and their reps should respond to you today as well.

Respectfully,

Ron Rowell, President
Oaks at Wildwood
Condo Owners Association (COA)
Good morning Andreina,

Our 3 community representatives met this morning with all addressees on this list - representing Heritage Oaks (Bob Evans), Oaks at Wildwood (Ron Rowell), and Gardens at Verde Vista (Barbara White). All 3 communities will be submitting comments and objections to any MF-1 zoning requests for the property - our HOA will hold up on submitting the comment forms until we hear that zoning for MF-1 has officially been withdrawn. Heritage Oaks will not object to rezoning the parcel to C-1. Heritage Oaks HOA owns all land on the north border of that property, and the open space property on Caprock Canyon Trail on the west side of that property.

Again, the 3 communities will not object to C-1, but are opposed to MF-1. The other 2 community reps. will respond to you today as well.

Respectfully,

Bob Evans, President, BOD Heritage Oaks HOA
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: 4795 Williams Dr

Project Case Number: 2020-10-REZ   P&Z Date: August 18, 2020   Case Manager: Andreina Davila-Quintero

Name of Respondent: ____________________________________________________________

(Please print name)

Signature of Respondent: _______________________________________________________

(Mary B. Bohnenkamp, TTEE

(Signature required for protest)

Address of Respondent: 5033 Big Bend Trail, Georgetown, TX 78633

(Address required for protest)

I am in FAVOR: ✓              I OBJECT: ____________________

Additional Comments:

Still would be interested to know how the environmental issues on this property will be resolved.

________________________

________________________

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.
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: 4795 Williams Dr

Project Case Number: 2020-10-REZ  P&Z Date: August 18, 2020  Case Manager: Andreina Davila-Quintero

Name of Respondent: [Name]

Signature of Respondent: [Signature]

Address of Respondent: 617 Caprock Cyn Trail

I am in FAVOR: [Signature]

I OBJECT: [Signature]

Additional Comments:

Property backs up to 55+ development. Security issues, noise, property value. If rezoned require owner to install stone noise & security wall.

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.

RECEIVED

AUG 1, 2020
CITY OF GEORGETOWN
PLANNING DEPARTMENT
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: 4795 Williams Dr

Project Case Number: 2020-10-REZ  P&Z Date: August 4, 2020  Case Manager: Andreina Davila-Quintero

Name of Respondent: ANDICE DEVELOPMENT CO
(Please print name)

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

Address of Respondent: 10803 SULFDALE # 175 SAT 78216
(Address required for protest)

I am in FAVOR: ☑ 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.
Comments from Neighboring Property Owners

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Project Name/Address: 4795 Williams Dr

Project Case Number: 2020-10-REZ  P&Z Date: August 4, 2020  Case Manager: Andreina Davila-Quiñero

Name of Respondent: Tom Lambert

(Please print name)

Signature of Respondent: [Signature]

(Signature required for protest)

Address of Respondent: 5037 Big Bend Trail

(Address required for protest)

I am in FAVOR: [ ] I OBJECT: [X]

Additional Comments:

Losing too much green space. With no trees between my house and Williams Dr, the noise will increase and I will be forced to move out of Georgetown. I paid more for my lot so no one will be behind me.

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.
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: 690 Williams Dr

Project Case Number: 2020-1256

File Date: August 3, 2020

City Manager: Andrew Cookson

Name of Respondent: HERMIE, NEWTON

Signature of Respondent: HERMIE, NEWTON

Address of Respondent: 4711 INDIAN LILDE STR, GEORGETOWN, TX

I am in FAVOR: NO

I OBJECT: NO

Additional Comments:

WE HAVE NOT APPROVED WATER, WE BUILT HOPE HOMES ON HEAVEN FOR姬 APARTMENTS, NO, NO

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1688 Georgetown, Texas 78626. Received comments may be sent to planninggeorgetown.org. Any such comments may be presented to the Commission.

Please click HERE to visit the Heritage Oaks of Georgetown web site.

RECEIVED

JUL 27 2020

CITY OF GEORGETOWN
PLANNING DEPARTMENT
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: 4795 Williams Dr

Project Case Number: 2020-10-REZ  P&Z Date: August 4, 2020  Case Manager: Andreina Davila-Quintero

Name of Respondent: Sandra Hooks

Signature of Respondent: [Signature]

Address of Respondent: 730 Excaliber Rock Trail

I am in FAVOR: [ ]  I OBJECT: [X]

Additional Comments:

The number of houses on both sides of Shell Rd are making enough traffic for those of us living in this area. We do not need any more traffic from Vista Verde causing difficulty when entering Shell Rd.

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.
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: 4795 Williams Dr

Project Case Number: 2020-10-REZ   P&Z Date: August 4, 2020   Case Manager: Andreina Davila-Quintero

Name of Respondent: Katrina Warren

(Signature required for protest)

Signature of Respondent: Katrina Warren

(Address required for protest)

Address of Respondent: 5048 Big Bend Trl. Georgetown, Tx 78626

I am in FAVOR: ___________________________ I OBJECT: V

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.

RECEIVED
JUL 24 2020
CITY OF GEORGETOWN
PLANNING DEPARTMENT
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: 4795 Williams Dr

Project Case Number: 2020-10-REZ  P&Z Date: August 4, 2020  Case Manager: Andreina Davila-Quintero

Name of Respondent: Robert D. Voss
(Please print name)

Signature of Respondent: /\n(Signature required for protest)

Address of Respondent: 513 Caprock Canyon Trail, Georgetown, TX 78633
(Address required for protest)

I am in FAVOR: X
I OBJECT: X

Additional Comments:

No one in their right mind would want this type facility backed up to their street.

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.
Comments from Neighboring Property Owners

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Project Name/Address: 4795 Williams Dr

Project Case Number: 2020-10-REZ  P&Z Date: August 4, 2020  Case Manager: Andreina Davila-Quintero

Name of Respondent: Vicente & Patricia Otero

Signature of Respondent: Patricia Otero

Address of Respondent: 4805 Big Bend Trail, Heritage Oaks

I am in FAVOR: _____________  I OBJECT: √

Additional Comments:
1) Property values will be affected if commercial buildings become vacant for extended periods 2) Traffic will increase where road access and traffic lights are limited 3) Many nearby homeowners association communities are not designed to accommodate families with children in these homes 4) Residents will have increased exposure to nuisances such as noise and similar quality of life nuisances 5) High concentrations of hard surfaces and shortage of green space will make it difficult to manage storm water.

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78626. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.

Please click HERE to visit the Heritage Oaks of Georgetown website.
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: 4795 Williams Dr

Project Case Number: 2020-10-REZ   P&Z Date: August 4, 2020   Case Manager: Andreina Davila-Quintero

Name of Respondent: Virginia V. Geusch  (Please print name)

Signature of Respondent: Virginia V. Geusch  (Signature required for protest)

Address of Respondent: 719 Enchanted Rock Trl,  (Address required for protest)

I am in FAVOR: ________________    I OBJECT:   

Additional Comments:    
I would like to see the original zoning be kept with 14 one-family homes.

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.
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: 4795 Williams Dr

Project Case Number: 2020-10-REZ  P&Z Date: August 4, 2020  Case Manager: Andrea Davila-Quintero

Name of Respondent: DAVID WIER

Signature of Respondent: ____________________________

Address of Respondent: 621 CANYON TRAIL

I am in FAVOR: K

OBJECT:

Additional Comments:

MY WIFE AND I MOVED TO HERITAGE OAKS AS OUR FINAL HOME, OUR NEIGHBORHOOD IS 55+ AND OUR NEIGHBORS ARE IN THE SAME CATEGORY. AN OFFICE/COMMERCIAL BLDG (LIGHT COMMERCIAL) WITH PLENTY OF TREE BOUNDARY (SO PREFERABLY) WE DEPEND ON THE VALUE OF OUR PROPERTY, IT'S ALL MANY HAVE.

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.

Page 3 of 3

Please click HERE to visit the Heritage Oaks of Georgetown web site.
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: 4795 Williams Dr

Project Case Number: 2020-10-REZ  P&Z Date: August 4, 2020  Case Manager: Andreina Davila-Quintero

Name of Respondent: Mary B. Bohnenkamp, TTEE

(Please print name)

Signature of Respondent: Mary B. Bohnenkamp, TTEE

(Signature required for protest)

Address of Respondent: 5033 Big Bend Trail  Georgetown, TX 7863

(Address required for protest)

I am in FAVOR: X  I OBJECT: X

Additional Comments:

There currently is abundant multi-family developments up & down Williams Drive. There is no need for more. Also, how will the environmental issues on this property be overcome?

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.
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: 4795 Williams Dr

Project Case Number: 2020-10-REZ  P&Z Date: August 4, 2020  Case Manager: Andreina Davila-Quintero

Name of Respondent: Greta Wier  
(Please print name)  

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

Address of Respondent: 1021 Caprock Canyon Trail  
(Address required for protest)

I am in FAVOR:  
I OBJECT: ✔

Additional Comments:

"We chose this area to live for several reasons. One, is to be in an area of single family homes of 55+ who want quiet and peaceful area. Two, we want little traffic – our walking neighborhood has no sidewalks and we need drivers that will willingly comply with speed limits and be observant of us as seniors. Three, we want quality development built around us so that we can hold onto our property value, as that our home investment is our greatest and last investment we have. We would request a 50 ft. greenbelt buffer zone behind Caprock Canyon Trail. Thank you."
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: 6795 Williams Dr

Project Case Number: 2020-10-HIZ     P&Z Date: August 6, 2020     Case Manager: Andres Davis

Name of Respondent: Dolores A. Nafarrate

Signature of Respondent: Dolores A. Nafarrate

Address of Respondent: 735 Enchanted Rock Trail

I am in FAVOR: [ ]     I OBJECT: [X]

Additional Comments:
Residential area - should not be commercial. Water! Water! Water!

Written comments may be sent to City of Georgetown Planning Department, P.O. Box 1498 Georgetown, Texas 78626. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.
Exhibit 7 - Public Comments (previous C-1 and MF-1 request)

GEORGETOWN, TEXAS

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: 6795 Williams Dr

Project Case Number: 2020-50-REZ  P&Z Date: August 4, 2020  Case Manager: Andrea Davis, Cintzes

Name of Respondent: William S. & Constance J. O'Keefe

Signature of Respondent: [signature]

Address of Respondent: 117 Hacienda Heights Ave, Georgetown, TX 78633

I am in FAVOR: [ ]  OBJECT: [X]

Additional Comments:
- Increased traffic
- Increased noise
- Decreased property values

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78626. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.
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: 4795 Williams Dr

Project Case Number: 2020-10-REZ  P&Z Date: August 4, 2020  Case Manager: Andreina Davila-Quintero

Name of Respondent: LINDA OLDFIELD  
(Please print name)

Signature of Respondent:  
(Signature required for protest)

Address of Respondent: 5105 Big Bold Trail, Georgetown, 78628  
(Address required for protest)

I am in FAVOR:  
I OBJECT: to proposal

Additional Comments:

STRONGLY object to multifamily housing. I live in Heritage Oaks and want to remain here. But I cannot live here because there was no possibility of MFH. At my stage of life, I don't want to move, but if this proposal passes, I will have to consider leaving.

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.
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: 4795 Williams Dr

Project Case Number: 2020-10-REZ  P&Z Date: August 4, 2020  Case Manager: Andreina Davila-Quintero

Name of Respondent: Francis A. Roberts
(Please print name)

Signature of Respondent: Francis A. Roberts
(Signature required for protest)

Address of Respondent: 5028 Big Bend Trl
(Address required for protest)

I am in FAVOR: __________________ I OBJECT: ✔

Additional Comments:
The city does not have the water or treatment capacity to support new development. I can't keep our town green, so why would I support new development.

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.
An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone approximately 14.518 acres out of the Joseph Fish Survey, Abstract No. 22, generally located at 4795 Williams Dr, from the Agriculture (AG) district to the Local Commercial (C-1) 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”):

14.518 acres out of the Joseph Fish Survey, Abstract No. 22, generally located at 4795 Williams Dr, as recorded in Document Number 2003032555 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 August 18, 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 September 8, 2020, held an additional public hearing prior to taking action on the requested rezoning of the Property.

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

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

Section 2. The Official Zoning Map, as well as the Zoning District classification(s) for the Property is hereby amended from the Agriculture (AG) district to the Local Commercial (C-1) district, in accordance with the attached Exhibit A (Location Map) and Exhibit B (Legal Description) and incorporated herein by reference.

Section 3. All ordinances and resolutions, or parts of ordinances and resolutions, in
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 8 day of September, 2020.

APPROVED AND ADOPTED on Second Reading on the 22 day of September, 2020.

THE CITY OF GEORGETOWN:

______________________      _________________________
Dale Ross        Robyn Densmore,
Mayor         City Secretary

APPROVED AS TO FORM:

________________________
Skye Masson
City Attorney
DESCRIPTION FOR: MADISON REALTY INVESTORS, INC.  

TRACT 1  6.625 ACRES

BEING 6.625 acres of land, situated in the Joseph Fish Survey, Abstract No. 232, in Williamson County, Texas, being a portion of land out of a 15.252 acre tract, of record to Leora McNeil, Document No. 2003032555, of the Official Public Records Williamson County, Texas (OPRWCT). This tract is based on a survey of 14.518 acres that was surveyed on the ground in March of 2020 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Computations for zoning boundary were provided by McIntyre & McIntyre Inc. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a ½" iron pin found, at the apparent South corner of said 15.252 acre tract, for the South corner hereof, same being the apparent West corner of a 9.292 acre tract, of record to CHAS 1933, LTP, Document No. 2017048171, (OPRWCT), said point being in the Northwesterly Right-of-Way line of FM 2338 (Williams Drive), from which a ½" capped iron pin found (aluminum), marked "TXDOT", at a point of curvature, bears: S 44°03'45" E, 291.35 Feet,

THENCE, with the Southwesterly line of said 15.252 acre tract and the Northwesterly Right-of-Way line of FM 2338, (L1) N 44°01'20" W, 79.44 feet, to a ½" capped iron pin found (aluminum), marked "TXDOT", at the point of curvature of a curve to the left,

THENCE, continuing with the Southwesterly line of said 15.252 acre tract and the Northwesterly Right-of-Way line of FM 2338, in a Northwesterly direction, with a non-tangent curve to the left, (C1) with a Radius of 5688.04 feet, having a Chord of N 46°22'14" W, 455.41 feet, having a Delta Angle of 04°35'19" and an Arc Length of 455.53 feet, to a ½" capped iron set, marked "FOREST RPLS 1847", for the West corner hereof, same being the South corner of a 0.27 acre tract, a save and except tract and roadway access (Document No. 2003032555), (OPRWCT), from which a ½" capped iron pin found, marked "PRECISION", at the point of tangency, same being the West corner of said 15.252 acre tract, same being the South corner of a 5.214 acre tract, of record to Stone Brothers Properties, LLC, Document No. 2019097917, (OPRWCT), bears: (C2) with a Radius of 5688.04 feet, having a Chord of N 48°36'41" W, 15.11 feet, having a Delta Angle of 00°09'08" and an Arc Length of 15.11 feet,

THENCE, departing said Right-of-Way line, over and across said 15.252 acre tract, with the Southeast line of said 0.27 acre tract, along or near a fence, the following two (2) courses:

1.  N 47°02'21" E, 427.67 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for an angle point hereof,
2.  (L9) S 89°22'25" E, 20.79 feet, to a point, for an angle point hereof,

THENCE, leaving common line of said 15.252 acre tract and said 0.27 acre tract, over and across said 15.252 acre tract, S 47°42'39" E, 199.46 feet, to a point and the beginning of a non-tangent curve to the right,

THENCE, in a easterly direction with a non-tangent curve turning to the right, with a Radius of 1612.20 feet, having a Chord of S 84°20'59" E, 446.64 feet, having a Delta Angle of 15°55'27" and an Arc Length of 448.08 feet, to a point in the common line of said 15.252 acre tract and said 9.292 acre tract, for the East corner hereof,

THENCE, with the common line of said 15.252 acre tract and said 9.292 acre tract, along or near a fence, S 48°09'25" W, 726.14 feet, to the POINT OF BEGINNING, and containing 6.625 acres, more or less.

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

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OR RECONCIUATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this, the 24th day of June 2020, A.D. File: TRACT 1, 6.625 AC.doc

WM.F. FOREST JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847
FOREST SURVEYING AND MAPPING CO.
T.B.P.L.S Firm # 10002000
1002 Ash St.
Georgetown, TX, 78626

DESCRIPTION FOR: MADISON REALTY INVESTORS, INC.  
TRACT 2  7.893 ACRES

BEING 7.893 acres of land, situated in the Joseph Fish Survey, Abstract No. 232, in Williamson County, Texas, being a portion of land out of a 15.252 acre tract, of record to Leora McNeil, Document No. 2003032555, of the Official Public Records Williamson County, Texas (OPRWCT). This tract is based on a survey of 14.518 acres that was surveyed on the ground in March of 2020 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Computations for zoning boundary were provided by McIntyre & McIntyre Inc. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a ½" iron pin found, at the apparent East corner of said 15.252 acre tract, for the East corner hereof, same being a point in the West boundary line of the Heritage Oaks Subdivision, Section 5, recorded in Cabinet GG, Slides 287-289, PRWCT (Document No. 2010060145, PRWCT), same being the apparent North corner of a 9.292 acre tract, of record to CHAS 1933, LTP, Document No. 2017048171, (OPRWCT),

THENCE, with the common boundary line of said 15.252 acre tract and said 9.292 acre tract, along or near a fence, S 48°09'25" W, 420.09 feet, to a point at the point of curvature of a curve to the left, for the South corner hereof,

THENCE, over and across said 15.252 acre tract, in a westerly direction with a non-tangent curve to the left, with a Radius of 1612.20 feet, having a Chord of S 84°20'59" E, 446.64 feet, having a Delta Angle of 15°55'27" and an Arc Length of 448.08 feet, to the point of tangency, for an angle point hereof,

THENCE, continuing over and across said 15.252 acre tract, N 47°42'39" W, 199.46 feet, to a point for the lower West corner hereof, said point being in the South line of a 0.27 acre tract, a save and except tract and roadway access, Document No. 2003032555, (OPRWCT),

THENCE, continuing over and across said 15.252 acre tract, with the South line of said 0.27 acre tract, (L10) S 89°22'25" E, 107.25 feet, to a 1/2 inch iron pin found, for an ell corner hereof, said point being in the West line of a 0.198 acre tract, a save and except tract for a Cemetery Tract, Document No. 2003032555, (OPRWCT),

THENCE, continuing over and across said 15.252 acre tract, with the Boundary line of said cemetery (0. 198 acre tract), following a fence, the following four (4) courses:

1. (L3) S 00°43'03" E, 86.89 feet, to a fence corner post, for an ell corner hereof,
2. (L4) S 88°26'31" E, 66.93 feet, to a fence corner post, for an ell corner hereof,
3. (L5) N 00°44'11" W, 128.06 feet, to a fence corner post, for an ell corner hereof,
4. (L6) N 89°36'24" W, 67.02 feet, to a fence corner post, for an angle point hereof,

THENCE, continuing over and across said 15.252 acre tract, with the North line of said 0.27 acre tract, along or near a fence, (L7) N 89°15'52" W, 106.72 feet, to a ½" iron pin found, for an angle point hereof, said point being in the West line of said 15.252 acre tract, same being in the East line of The Reserve At Heritage Oaks Subdivision, of record in Document No. 2012099556, Plat Records Williamson County, Texas (PRWCT), from which a ½" iron pin found, at the East corner of said 5.214 acre tract, same being the South corner of said The Reserve At Heritage Oaks Subdivision, bears: S 46°58'47" W, 29.74 feet,

THENCE, with the common line of said 15.252 acre tract and The Reserve at Heritage Oaks Subdivision, along or near a fence, the following two (2) courses:

1. N 47°06'29" E, 148.48 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for an angle point hereof,
2. N 58°59'28" E, 736.32 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", at the North corner of said 15.252 acre tract, for the North corner hereof, same being the East corner of The Reserve at Heritage Oaks Subdivision, said point being in the South line of the said Heritage Oaks Subdivision, Section 5,
THENCE, with the common line of said 15.252 acre tract and the Heritage Oaks Section 5, along or near a fence, S 21°33'13" E, 449.79 feet, to the POINT OF BEGINNING, and containing 7.893 acres, more or less.

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABILISHED BY THE CREATION OR RECONGJUATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this, the 24th day of June, 2020, A.D. File: TRACT 2 ,7.893 AC.doc

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

Surveying Services are regulated by the Texas Board of Professional Engineers and Land Surveyors
1917 S Interstate 35 Austin, TX 78741 US (512) 440-7723
4795 Williams Dr
2020-10-REZ

City Council Second Reading
September 22, 2020
Item Under Consideration

2020-10-REZ

• Second Reading of an Ordinance on a request for a Zoning Map Amendment to rezone approximately 14.518 acres out of the Joseph Fish Survey, Abstract No. 22, from the Agriculture (AG) district to the Local Commercial (C-1) district for the property generally located at 4795 Williams Dr
Land Use Ratios – Neighborhood

- **2030 Recommendation**
  - Nonresidential: 10.00%
  - AG/Unentitled: 31.00%
  - Residential: 62.00%

- **Existing Conditions**
  - Nonresidential: 10.00%
  - AG/Unentitled: 7.00%
  - Residential: 62.00%

**Total Area:**
- 6,982 acres (100%)

**Area of Subject Property:**
- 14.5 acres (0.2%)

**AG/Unentitled/Open Space (if needed):**
- 2,145 acres (31%)
Neighborhood (NH)

- Suburban atmosphere encourages the preservation of open space and environmentally sensitive areas
- Adequate open spaces, roadways, and pedestrian connectivity to schools, parks, and other neighborhood amenities
- Commercial uses are located along major thoroughfares or collector roads, scaled similarly to adjacent residential uses.

**DUA:** ≤ 5.0

**Target Ratio:** 90% residential, 10% nonresidential

**Primary Use:** Traditional detached single-family homes

**Secondary Uses:** Limited neighborhood-serving retail, office, institutional, and civic uses
Local Commercial (C-1)

- Commercial and retail serving residential areas
- Pedestrian access to adjacent residential areas
- Not appropriate along residential streets or residential collectors

**Dimensional Standards**

- Min. lot width = 50’
- Max building height = 35’
- Front setback = 25’
- Side setback = 10’
- Rear setback = 0’
- Side setback to residential = 15’
- Rear setback to residential = 25’
- 15’ bufferyard adjacent to RS
- FAR = 0.5
### Permitted Uses

**Local Commercial (C-1)**

<table>
<thead>
<tr>
<th>Permitted by Right</th>
<th>Permitted with Limitations</th>
<th>Permitted with a SUP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agricultural Sales*</td>
<td>Activity Center (youth/senior)</td>
<td>Automotive Parts Sales (indoor)*</td>
</tr>
<tr>
<td>Artisan Studio/Gallery*</td>
<td>Bar/Tavern/Pub</td>
<td>Car Wash</td>
</tr>
<tr>
<td>Assisted Living</td>
<td>Bed and Breakfast (with events)</td>
<td>Event Facility</td>
</tr>
<tr>
<td>Banking/Financial Services*</td>
<td>Business/Trade School</td>
<td>Fuel Sales</td>
</tr>
<tr>
<td>Blood/Plasma Center*</td>
<td>Church (with columbarium)</td>
<td>Meat Market</td>
</tr>
<tr>
<td>Consumer Repair*</td>
<td>College/University</td>
<td>Multifamily Attached</td>
</tr>
<tr>
<td>Dry Cleaning Service*</td>
<td>Commercial Recreation</td>
<td>Personal Services Restricted</td>
</tr>
<tr>
<td>Emergency Services Station</td>
<td>Community Center</td>
<td>Private Transport Dispatch Facility</td>
</tr>
<tr>
<td>Farmer's Market*</td>
<td>Dance Hall/Night Club</td>
<td>Student Housing</td>
</tr>
<tr>
<td>Fitness Center*</td>
<td>Day Care (group/commercial)</td>
<td></td>
</tr>
<tr>
<td>Food Catering Services*</td>
<td>Live Music/Entertainment</td>
<td></td>
</tr>
<tr>
<td>Funeral Home*</td>
<td>Micro Brewery/Winery</td>
<td></td>
</tr>
<tr>
<td>General Retail*</td>
<td>Neighborhood Amenity Center</td>
<td></td>
</tr>
<tr>
<td>General Office*</td>
<td>Park (neighborhood/regional)</td>
<td></td>
</tr>
<tr>
<td>Government/Postal Office</td>
<td>Pest Control/Janitorial Services*</td>
<td></td>
</tr>
<tr>
<td>Group Home (7+ residents)</td>
<td>Self-Storage (indoor only)</td>
<td></td>
</tr>
<tr>
<td>Home Health Care Services*</td>
<td>School (elementary, middle, high)</td>
<td></td>
</tr>
<tr>
<td>Hospital</td>
<td>Theater (movie/live)</td>
<td></td>
</tr>
<tr>
<td>Hotel/Inn (excluding extended stay)</td>
<td>Upper-story Residential</td>
<td></td>
</tr>
<tr>
<td>Veterinary Clinic (indoor only)*</td>
<td>Wireless Transmission Facility (&lt;41')</td>
<td></td>
</tr>
</tbody>
</table>
## Approval Criteria – UDC Section 3.06.030

<table>
<thead>
<tr>
<th>Criteria for Rezoning</th>
<th>Complies</th>
<th>Partially Complies</th>
<th>Does Not Comply</th>
</tr>
</thead>
<tbody>
<tr>
<td>The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The zoning change is consistent with the Comprehensive Plan;</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City;</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Land Use Ratios – Neighborhood

<table>
<thead>
<tr>
<th>Percentage of FLU Area</th>
<th>2030 Recommendation</th>
<th>Existing Conditions</th>
<th>Proposed Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nonresidential</td>
<td>10.00%</td>
<td>7.00%</td>
<td>7.00%</td>
</tr>
<tr>
<td>AG/Unentitled</td>
<td>90.00%</td>
<td>62.00%</td>
<td>62.00%</td>
</tr>
<tr>
<td>Residential</td>
<td>0.00%</td>
<td>31.00%</td>
<td>31.00%</td>
</tr>
</tbody>
</table>

**Total Area:**
- 6,982 acres
  - 100%

**Area of Subject Property:**
- 14.5 acres
  - 0.2%

**AG/Unentitled/Open Space (if needed):**
- 2,145 acres
  - 31%

**Notes:**
- 10/90 split
### Approval Criteria – UDC Section 3.06.030

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<th>Does Not Comply</th>
</tr>
</thead>
<tbody>
<tr>
<td>The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.</td>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
Planning & Zoning Commission Action

• At their August 18, 2020 meeting, the Planning & Zoning Commission recommended approval of the request (7-0).
City Council Action on First Reading

• At their September 8, 2020 meeting, the City Council unanimously approved first reading of the ordinance.
Second Reading of an Ordinance

• An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone approximately 14.518 acres out of the Joseph Fish Survey, Abstract No. 22, generally located at 4795 Williams Dr, from the Agriculture (AG) district to the Local Commercial (C-1) district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date
SUBJECT:

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

ITEM SUMMARY:

Overview of Applicant’s Request:
The applicant is seeking to entitle approximately 0.526 acres for commercial development concurrently with a voluntary annexation request.

Staff’s Analysis:
In 2017, City Council approved a rezoning of 120.53 from Agriculture (AG) to Planned Unit Development (PUD) with General Commercial (C-3); High Density Multi-Family (MF-2); Low Density Multi-Family (MF-1); Townhome (TH); Two-Family (TF) and Residential Single-Family (RS) base zoning (ORD 2017-75).

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

Planning and Zoning Commission:
At the August 18th, 2020 meeting, the Planning and Zoning Commission voted to recommend approval of the request to the City Council in a vote 7-0 in favor.

City Council:
At the September 8th, 2020 meeting, the City Council approved the 1st reading of the ordinance by a vote of 5-0 in favor.

FINANCIAL IMPACT:
None

SUBMITTED BY:
Nat Waggoner, PMP, AICP

ATTACHMENTS:

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 zoning district
Exhibit 5 – Letter of Intent
Exhibit 6 – Public Comments
Presentation
Ordinance
Report Date: August 18, 2020
Case No: 2020-6-ANX
Project Planner: Nat Waggoner, PMP, AICP, Long Range Planning Manager

Item Details

Project Name: 2020-6-ANX – Highland Village Phase II
Project Location: 8300 RM 2338
Total Acreage: 0.526
Legal Description: 0.526 - acres out of the L.P Dyches Survey, Abstract No. 171

Applicant: Jennifer Ryken, Turley Associates
Property Owner: Highland Village Georgetown GP, LLC

Request: Zoning Map Amendment to zone, upon annexation, approximately 0.526 - acres out of the L.P Dyches Survey, Abstract No. 171 to the General Commercial district (C-3) and the Scenic/Natural Gateway Overlay Zoning District

Case History: City council accepted a municipal services agreement on 7/28/2020. This is the first public hearing of this rezoning request.
Overview of Applicant’s Request

The applicant is concurrently seeking annexation and has requested initial zoning designation of General Commercial (C-3) for 0.526 acres. The subject property will functionally be part of the Highland Village development. The small portion of land was not originally included in the Highland Village Annexation, Development Agreement, and Planned Unit Development (PUD) approved by City Council in 2017.

Site Information

Location:
The subject property is located along RR 2338 (known as Williams Dr within the city limits), east of the intersection of RR 2338 and Ronald Reagan Blvd. This tract will be functionally incorporated into the Highland Village Development, which is approved through a Planned Unit Development approved by City Council in 2017 (ORD 2017-75).

Physical and Natural Features:
The subject property is flat with some tree cover. The property is currently vacant and undeveloped. There are no notable features.

Future Land Use and Zoning Designations:
The subject property has a Future Land Designation of Mixed Density Neighborhood (MDN). This designation includes a blend of single-family and medium-density housing types with emphasis on connectivity and access to neighborhood amenities including schools and parks.

Surrounding Properties:
The surrounding area is vacant and undeveloped, however, there are many entitled developments in the vicinity including Highland Village and Parmer Ranch, both of which are mixed-use developments consisting of residential and non-residential uses. Sun City, a residential development, is located further to the east.

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:
Property History:
This is the first development/planning application for this property. There are however related zoning and annexation cases which contribute to the overall functionality of this tract.

Comprehensive Plan Guidance

Future Land Use Map:
The subject property has a Future Land Designation of Mixed Density Neighborhood. This designation includes a blend of single-family and medium-density housing types with emphasis on connectivity and access to neighborhood amenities including schools and parks.

<table>
<thead>
<tr>
<th>DIRECTION</th>
<th>ZONING DISTRICT</th>
<th>FUTURE LAND USE</th>
<th>EXISTING USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>PUD with a based district of RS and C-3</td>
<td>Mixed Density Neighborhood (MDN)</td>
<td></td>
</tr>
<tr>
<td>South (across RR 2338)</td>
<td>N/A - ETJ</td>
<td>Neighborhood/Open Space</td>
<td>Vacant /Undeveloped</td>
</tr>
<tr>
<td>East</td>
<td>PUD with a based district of RS and C-3</td>
<td>Mixed Density Neighborhood (MXDN)</td>
<td></td>
</tr>
<tr>
<td>West</td>
<td>PUD with a based district of RS and C-3</td>
<td>Mixed Density Neighborhood (MXDN)</td>
<td></td>
</tr>
</tbody>
</table>
The MXDN designation does allow for neighborhood serving commercial. This 0.526 acre zoning request will support more intense commercial development, however given the size of the development and the adjacent platted lots and roadways of the approved PUD, the intensity of the smaller tract will be limited and the tract will generally support the uses of the larger, parents tracts of the Highland Village PUD.

The subject tract is adjacent to an Image Corridor identified in the 2030 Comprehensive Plan. The 2030 Gateway and Image Corridors policy – “Ensure that the Scenic Corridors preserve the natural, rural character as the City continues to grow.”

**Utilities**

The subject property is located within the City’s service area for water and wastewater. Additionally, it is located within the Pedernales Electric Cooperative (PEC) service area for electric. It is anticipated that there is adequate water and wastewater capacity to serve the subject property at this time. A Utility Evaluation may be required at time of Subdivision Plat to determine capacity and any necessary utility improvements.

**Transportation**

The subject property is located along RR 2338, a Major Arterial roadway per the City’s Overall Transportation Plan (OTP).

Arterial streets provide traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are much greater and, if safety dictates, overall access can be limited to specific turning movements. Major Arterials connect major traffic generators and land use concentrations and serve much larger traffic volumes over greater distances.

A Traffic Impact Analysis (TIA) for the larger parent tract, Highland Village Phase II is under review by the City’s Engineering Department. Improvements needed to accommodate the overall development would are identified in the TIA.

**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:

<table>
<thead>
<tr>
<th>ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.</strong></td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td><strong>2. The zoning change is consistent with the Comprehensive Plan.</strong></td>
</tr>
<tr>
<td>The requested General Commercial (C-3) zoning is not consistent with the 2030 Comprehensive Plan as the subject area is envisioned to include primarily residential (80%) uses with commercial activity (20%) of a scale to support the neighborhood. This proposal is for 100% commercial at a regional scale. The request does include in the extension of the Scenic Natural Gateway Overlay district which supports Policy GC.3 – “Ensure that the Scenic Corridors preserve the natural, rural character as the City continues to grow.”</td>
</tr>
<tr>
<td><strong>3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.</strong></td>
</tr>
<tr>
<td>The proposed zoning will promote the orderly development of land within the Highland Village PUD and provide continuous commercial development along RR 2338 and improvements required by the extension of Scenic Gateway Overlay district.</td>
</tr>
<tr>
<td><strong>4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.</strong></td>
</tr>
<tr>
<td>The request promotes orderly development because the General Commercial (C-3) district is consistent with the Highland Village PUD, which has a base zoning district of C-3 of the area surrounding the subject property. C-3 is also appropriate along major transportation corridors, such as RR 2338. The properties across the roadway are undeveloped, but are designated as Low Density Residential on the Future Land Use map. Commercial uses are appropriate near residential areas to support the needs of residents.</td>
</tr>
</tbody>
</table>
5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment. | Complies

| While the 0.526 acre-property by itself is not suitable for the General Commercial (C-3) zoning district because of size, the site is adjacent to and is intended to become part of the Highland Village project which will create commercial properties along FM 2338 large enough to be developed to the dimensional standards of the C-3 zoning district. |

In summary, the General Commercial district (C-3) and the Scenic/Natural Gateway Overlay Zoning District are appropriate for the subject property. The proposed zoning is appropriate along a major roadway and is compatible with the Highland Village PUD.

Meetings Schedule

| 7/28/2020 - City Council Resolution COMPLETE |
| 8/18/2020 - Planning & Zoning Commission (Zoning Only) |
| 9/8/2020 - City Council Public Hearing 1 and 1st Ordinance Reading |
| 9/22/2020 - City Council 2nd Ordinance Reading |

Public Notification

As required by the Unified Development Code (UDC), all property owners within 300 feet of the subject property were notified of the request (6 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper (8/2/2020) and signs were posted on-site. As of the publication date of this report, staff has received 1 written comment in favor and 0 in opposition of 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 zoning district |
| Exhibit 5 – Letter of Intent |
| Exhibit 6 – Public Comments |
## General Commercial (C-3) District

### District Development Standards

<table>
<thead>
<tr>
<th>Maximum Building Height = 60 feet</th>
<th>Side Setback = 10 feet</th>
<th>Bufferyard = 15 feet with plantings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Setback = 25 feet</td>
<td>Side Setback to Residential = 15 feet</td>
<td>adjacent to AG, RE, RL, RS, TF, MH, MF-1, or MF-2 districts</td>
</tr>
<tr>
<td>(0 feet for build-to/downtown)</td>
<td>Rear Setback = 10 feet</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rear Setback to Residential = 25 feet</td>
<td></td>
</tr>
</tbody>
</table>

### Specific Uses Allowed within the District

<table>
<thead>
<tr>
<th>Allowed by Right</th>
<th>Subject to Limitations</th>
<th>Special Use Permit (SUP) Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agricultural Sales</td>
<td>Activity Center (youth/senior)</td>
<td>Auto. Parts Sales (outdoor)</td>
</tr>
<tr>
<td>Artisan Studio/Gallery</td>
<td>Athletic Facility, Indoor or Outdoor</td>
<td>Auto. Repair &amp; Service, General</td>
</tr>
<tr>
<td>Assisted Living</td>
<td>Bar/Tavern/Pub</td>
<td>Auto. Sales, Rental, Leasing</td>
</tr>
<tr>
<td>Automotive Parts Sales (indoor)</td>
<td>Business/Trade School</td>
<td>Bus Barn</td>
</tr>
<tr>
<td>Auto. Repair and Service, Limited</td>
<td>Church (with columbarium)</td>
<td>Cemetary, Columbria, Mausoleum, or Memorial Park</td>
</tr>
<tr>
<td>Banking/Financial Services</td>
<td>College/University</td>
<td>Correctional Facility</td>
</tr>
<tr>
<td>Blood/Plasma Center</td>
<td>Commercial Recreation</td>
<td>Firing Range, Indoor</td>
</tr>
<tr>
<td>Car Wash</td>
<td>Community Center</td>
<td>Flea Market</td>
</tr>
<tr>
<td>Consumer Repair</td>
<td>Dance Hall/Night Club</td>
<td>Hospital, Psychiatric</td>
</tr>
<tr>
<td>Dry Cleaning Service</td>
<td>Data Center</td>
<td>Lumber Yard</td>
</tr>
<tr>
<td>Emergency Services Station</td>
<td>Day Care (group/commercial)</td>
<td>Major Event Entertainment</td>
</tr>
<tr>
<td>Event Catering/Equipment Rental</td>
<td>Driving Range</td>
<td>Manufactured Housing Sales</td>
</tr>
<tr>
<td>Farmer’s Market</td>
<td>Event Facility</td>
<td>Meat Market</td>
</tr>
<tr>
<td>Fitness Center</td>
<td>Fuel Sales</td>
<td>Multifamily Attached</td>
</tr>
<tr>
<td>Food Catering Services</td>
<td>Heliport</td>
<td>Recreational Vehicle Sales, Rental, Self-Storage (indoor or outdoor)</td>
</tr>
<tr>
<td>Funeral Home</td>
<td>Kennel</td>
<td>Substance Abuse Treatment Facility</td>
</tr>
<tr>
<td>General Retail</td>
<td>Live Music/Entertainment</td>
<td>Transient Service Facility</td>
</tr>
<tr>
<td>General Office</td>
<td>Micro Brewery/Winery</td>
<td>Wireless Transmission Facility (41’+)</td>
</tr>
<tr>
<td>Government/Postal Office</td>
<td>Neighborhood Amenity Center</td>
<td></td>
</tr>
<tr>
<td>Home Health Care Services</td>
<td>Park (neighborhood/regional)</td>
<td></td>
</tr>
<tr>
<td>Hospital</td>
<td>Pest Control/Janitorial Services</td>
<td></td>
</tr>
<tr>
<td>Hotel/Inn/Motel (incl. extended stay)</td>
<td>School (Elementary, Middle, High)</td>
<td></td>
</tr>
<tr>
<td>Integrated Office Center</td>
<td>Upper-story Residential</td>
<td></td>
</tr>
<tr>
<td>Landscape/Garden Sales</td>
<td>Wireless Transmission Facility (&lt;41’)</td>
<td></td>
</tr>
<tr>
<td>Laundromat</td>
<td></td>
<td></td>
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<tr>
<td>Library/Museum</td>
<td></td>
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<tr>
<td>Medical Diagnostic Center</td>
<td></td>
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<tr>
<td>Medical Office/Clinic/Complex</td>
<td></td>
<td></td>
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<tr>
<td>Membership Club/Lodge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nature Preserve/Community Garden</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nursing/Convalescent/Hospice</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking Lot (commercial/park-n-ride)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal Services (inc. Restricted)</td>
<td></td>
<td></td>
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<tr>
<td>Printing/Mailing/Copying Services</td>
<td></td>
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</tr>
<tr>
<td>Private Transport Dispatch Facility</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Restaurant (general/drive-through)</td>
<td></td>
<td></td>
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<tr>
<td>Small Engine Repair</td>
<td></td>
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<tr>
<td>Social Service Facility</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surgery/Post Surgery Recovery</td>
<td></td>
<td></td>
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<tr>
<td>Theater (movie/live)</td>
<td></td>
<td></td>
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<tr>
<td>Transit Passenger Terminal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Urgent Care Facility</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities (Minor/Intermediate/Major)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Veterinary Clinic (indoor only)</td>
<td></td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>
June 16, 2020

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

RE: Voluntary Annexation and Rezoning Request – 0.526 Acres

On behalf of our client, Turley Associates, Inc. respectfully requests that the City of Georgetown approve the voluntary annexation of the 0.526 acre tract located at 8300 RR 2338 in the ETJ of the City of Georgetown. The following are attached with this letter: Annexation Application Checklist, Zoning Map Amendment Application Checklist, Property Owner’s Consent Form, Voluntary Petition for Annexation, current Ownership Deed, Location Map and Field Notes with a sketch of the property for your reference.

We are also requesting a zoning of the property to C-3 to run concurrently with the annexation request. This property will become part of Highland Village Phase II and the requested zoning conforms to the surrounding zoning.

Please feel free to call or email if you wish to discuss further.

Sincerely,

TURLEY ASSOCIATES, INC.

[Signature]

Jennifer Ryker, P.E., C.F.M.
Senior Project Engineer
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: 8300 RM 2338
Project Case Number: 2020-6-ANX   P&Z Date: August 18, 2020   Case Manager: Nat Waggoner
Name of Respondent: [Signature]
(Please print name)
Signature of Respondent:
(Signature required for protest)
Address of Respondent: 2005 Bird creek Dr # 211, Temple, TX 76502
(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.
Purpose of Notice:
Notice is hereby given that the City of Georgetown will hold Public Hearings to consider public input and possible action on the proposed:

Public Hearing and possible action on a request for a Zoning Map Amendment to amend the Planned Unit Development (PUD) for the inclusion of 1.1 acres (0.6 and 0.5) and establishment of the base zoning district of C3 commercial, zoning district upon annexation, for the property generally located at 8300 RM 2338 (2020-6-ANX) -- Nat Waggoner, PMP, AICP

Reason for Notice:
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 above – described petition by returning the attached comment form and/or by attending one or both of the scheduled public hearings on the matter.

Meeting Location and Dates:
The Planning and Zoning Commission hearing on Tuesday, August 18, 2020, at 6:00 p.m. This meeting will be held virtually and can be accessed via the video conference or call in number listed below. The City Council hearing will be on Tuesday, September 8, 2020, at 6:00p.m. This meeting will be held virtually and can be accessed via the video conference link or telephone number below. Additional information on available options for public comment will be provided on the posted agendas for each meeting.

Planning and Zoning Commission hearing-Via videoconference
Website: https://bit.ly/2OchdFZ
Password: 658492

Or

Call in option
Phone: 833 548 0282 Password: 658492
Webinar #: 956 2064 9479

City Council hearing-Via video conference
Website: https://georgetowntx.zoom.us/s/98602507225?pwd=L2FBeHFWM0ZzcTd2MlNFcUVyWGV3dz09
Passcode: 668390
Description: City Council Workshop and Regular Meeting for Tuesday, September 8th, 2020.

Or join by phone:
Dial toll free:
(888)475-4499 or (833)548-0276 or (833)548-0282 or (877)853-5257
Webinar ID: 986 0250 7225
Passcode: 668390
Location map of the property is provided below.
For further information, or to comment on the proposal, contact the Case Manager, Nat Waggoner, 512.930.3584 or email at nat.waggoner@georgetown.org. The staff report related to this item will be available online at agendas.georgetown.org after 5:00 p.m. the Friday before the meeting. To send a written response, please fill out the form attached with this letter.

Location of Property:
8300 RM 2338
2020-6-ANX
City Council
September 22, 2020
Item Under Consideration

2020-6-ANX

Second Reading of an Ordinance for the voluntary annexation of an approximate 0.526-acre tract of land out of the L.P Dyches Survey, Abstract No. 171, with the initial zoning designation of General Commercial (C-3) and Scenic-Natural Gateway Overlay upon annexation, for the property generally located at 8300 RM 2338, to be know as Highland Village Phase II – Nat Waggoner, PMP, AICP, Long Range Planning Manager
To Ronald Reagan 1.37 mi. | to CR245 0.78 mi.
Mixed-Density Neighborhood

Blend of single-family and medium-density housing types

Emphasis on connectivity and access to neighborhood amenities including schools and parks.

Old Town Overlay District

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
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)

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</table>

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### Approval Criteria – UDC Section 3.06.030

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

Page 526 of 643
## Approval Criteria – UDC Section 3.06.030

<table>
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<th>Does Not Comply</th>
</tr>
</thead>
<tbody>
<tr>
<td>The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and</td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td>The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Public Notifications

• 6 property owners within the 300’ buffer
• Notice in Sun News on 7/23/2020
• Signs posted on the property
• To date, staff has received:
  • 1 written comments IN FAVOR
  • 0 written comments OPPOSED
Annexation Process

Municipal Services Agreement

Public Hearing & 1st Reading of an Ordinance

2nd Reading of an Ordinance

P&Z Public Hearing & Recommendation on Zoning
Planning and Zoning Recommendation

At the August 18th, 2020 meeting, the Planning and Zoning Commission voted to recommend approval of the initial zoning request to the City Council in a vote 7-0 in favor.
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

Second Reading of an Ordinance for the voluntary annexation of an approximate 0.526-acre tract of land out of the L.P. Dyches Survey, Abstract No. 171, with the initial zoning designation of General Commercial (C-3) and Scenic-Natural Gateway Overlay upon annexation, for the property generally located at 8300 RM 2338, to be know as Highland Village Phase II – Nat Waggoner, PMP, AICP, Long Range Planning Manager
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 designation of initial zoning designation of General Commercial (C-3) and Scenic/Natural Gateway Overlay districts for certain territory consisting of 0.526 acres, more or less, in the L.P Dyches Survey, Abstract No. 171, 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 28, 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 a 0.526-acre tract of land, out of the L.P Dyches Survey, Abstract No. 171, as shown in “Exhibit A” and as described in “Exhibit B” of this ordinance (the “Property”). The Property is hereby included in City Council District 3, as it is adjacent to Council District 3 and no other City Council Districts. The City’s official boundary map and City Council Districts map shall be amended accordingly.

Section 3. In accordance with the procedures for initial zoning of newly annexed territory described in Section 4.03.010 of the UDC, and for the reasons set forth by City Staff, the City Council hereby finds that a zoning classification of General Commercial (C-3) and Scenic/Natural Gateway Overlay Zoning district are 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) and Scenic/Natural Gateway Overlay. The City’s Official Zoning Map shall be
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 8th day of September 2020.

Passed and Approved on Second Reading on the 22nd day of September 2020.

The City of Georgetown:  

________________________  
Dale Ross  
Mayor

Attest:

________________________  
Robyn Densmore, TRMC  
City Secretary

Approved as to form:

________________________  
Skye Masson  
City Attorney
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

COUNTRY OF BELL

KNOW ALL MEN BY THESE PRESENTS, that I Michael E. Alvis, a Registered Professional Land Surveyor in the 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, R.P.L.S., No. 5402

TURLEY
ENGINEERING • PLANNING • SURVEYING
CONSTRUCTION MANAGEMENT
TURLEY ASSOCIATES, INC.
301 N. 3rd ST. TEMPLE, TEXAS (254) 773-2400

0.526 ACRES

OUT OF AND A PART OF THE L.P.
DYCHES SURVEY, ABSTRACT NO. 171
IN THE ETJ OF THE CITY OF
GEOERTOWN, WILLIAMSON COUNTY,
TEXAS

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DATE:
JUNE 9, 2020
DRAWN BY:
AJ
SCALE:
1"=100'
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
June 4, 2020

Bearing Base: Texas State Plain Coordinate System (NAD 1983) as determined by G.P.S. observation.

Exhibit A
MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF GEORGETOWN, TEXAS
AND HIGHLAND VILLAGE GEORGETOWN, LP

This Municipal Services Agreement ("Agreement") is entered into on the __th day of __________, 2020 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.

Owner-Initiated Annexation Service Agreement
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.
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: [Signature]

Dale Ross
Mayor
Approved as to Form:

Charlie McNabb
City Attorney

Attest:

Robyn Densmore
Robyn Densmore, TRMC
City Secretary

State of Texas §
County of Williamson §

This instrument was acknowledged before me on the 28th day of July, 2020, by Dale Ross, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of said corporation.

By: ____________________________

Notary Public, State of Texas

Owner-Initiated Annexation Service Agreement

Page 542 of 643
HIGHLAND VILLAGE GEORGETOWN, LP
a Texas limited partnership

By HIGHLAND VILLAGE GEORGETOWN GP, LLC
a Texas limited liability company, General Partner

By: [Signature]
V.W. Barge, III
President

State of Texas §
County of Bell §

This instrument was acknowledged before me on the __ day of __________, 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: [Signature]
Lu Ann Popeika
Notary Public, State of Texas

Owner-Initiated Annexation Service Agreement
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

## Curve Table

<table>
<thead>
<tr>
<th>Curve</th>
<th>Length</th>
<th>Radius</th>
<th>Delta</th>
<th>Chord</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>464.78'</td>
<td>1705.00'</td>
<td>15'37&quot;07&quot;</td>
<td>N49°39’19”W 463.34'</td>
</tr>
</tbody>
</table>

(CALLS 1705.00")

---

**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**

**COUNTY OF BELL**

KNOW ALL MEN BY THESE PRESENTS, that I Michael E. Alvis, a Registered Professional Land Surveyor in the 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, R.P.L.S., No. 5402

---

**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.

**DRAWN BY:**

AJ

**SCALE:**

1"=100'

---

TURLEY

ENGINEERING • PLANNING • SURVEYING

CONSTRUCTION MANAGEMENT

TURLEY ASSOCIATES, INC.

301 N. 3rd ST. TEMPLE, TEXAS (254) 773-2400

**DATE:**

JUNE 9, 2020
SUBJECT:
Second Reading of an Ordinance amending Ordinance No. 2008-21 and adding Section 10.12.130 to the Code of Ordinances related to the rate of speed on State Highway 195 -- Ray Miller, Public Works Director

ITEM SUMMARY:
The Texas Department of Transportation will review speed zones along a state facility to see if changes need to be made to existing speed zones. Recently, TxDOT conducted a speed study along SH-195 from Ronald Reagan to IH-35 and identified two speed zones which are specified below. While there is two speed zone being recommended for a reduction in speed limit only one is within the current city limits.

Based on the recent speed study TxDOT is recommending the following changes:

- **Speed Zone 1**: SH-195 from Ronald Reagan to Shell Road. Currently, 70mph and TxDOT is proposing to lower this section to 65mph. This is outside of the city limits and action will need to be taken by Williamson County Commissioners Court.

- **Speed Zone 2**: SH-195 from Shell Road to IH-35. Currently, 60mph and TxDOT is proposing to lower this section to 55mph. This section is within the city limits and will require action from the Georgetown City Council.

FINANCIAL IMPACT:
N/A – TxDOT will be providing the new speed zone (limit) signs and the personnel to change out the signs

SUBMITTED BY:
Ray Miller

ATTACHMENTS:

- Proposed Speed Change Ordinance - SH 195
- Proposed Speed Change - SH 195
- SH-195 Speed Zone 2nd Reading Presentation
ORDINANCE NO.____________________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING ORDINANCE NO. 2008-21 AND ADDING SECTION 10.12.130 ENTITLED “STATE HIGHWAY 195” REGARDING THE RATE OF SPEED ON SH 195 IN THE CITY LIMITS; PROVIDING FOR A PENALTY AND PROSECUTION PURSUANT TO SECTION 10.12.010 OF THE CODE OF ORDINANCES; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Georgetown previously adopted Ordinance No. 2008-21, establishing speed zones on SH 195; and

WHEREAS, the City Council of the City of Georgetown finds it in the best interest of the community to periodically review and update speed zones within the City; and

WHEREAS, the City of Georgetown Public Works Department has reviewed the speed zones on SH 195 and recommends adjusting the maximum speed allowed within the city limits.

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

SECTION 1. The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 3. Section 10.12.130 is hereby added to the Code of Ordinances of the City of Georgetown, Texas to read as follows:

It is hereby determined upon the basis of an Engineering and Traffic investigation that the prima facie maximum speed limit on those portions of SH 195 routed in the City of Georgetown, is hereby stated, which prima facie maximum speed limit shall be effective at all times and signs will be erected giving notice of the prima facie maximum speed limit so declared to wit.
Speed Zone

Northbound:

On SH 195 under Control-Section 0440-02 starting from milepoint 21.685 (at IH 35) to milepoint 19.521 (at Shell Rd./CR 143), a distance 2.1664 miles, a prima facie speed limit of 55 miles per hour.

Southbound:

On SH 195 under Control-Section 0440-02 starting from milepoint 19.521 (at Shell Rd./CR 143) to milepoint 21.685 (at IH 35), a distance 2.1664 miles, a prima facie speed limit of 55 miles per hour.

SECTION 4. The driving or operating of any motor vehicle on or along any portion of SH 195 at a rate of speed that is greater than the maximum rate of speed for said portion of SH 195, as fixed by this ordinance, shall be guilty of a misdemeanor, which is named “The Offense of Speeding” and that the said offense is punishable by a fine not to exceed two hundred dollars ($200.00). The use of the word “Speeding” shall be sufficient to designate the said offense, and in prosecutions under this ordinance for the offense of Speeding, the complaint shall be sufficient if it alleges that the defendant committed the offense of “Speeding”.

SECTION 5. If any section or any portion of any section of this ordinance, or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the validity of the remaining portions of this ordinance; and that each section and each portion thereof not decreed to be invalid shall remain valid and enforceable, and to this end the provisions of this ordinance are hereby declared to be severable.

SECTION 6. All ordinances and parts of ordinances that are in conflict with this ordinance are hereby repealed, and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 7. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective and be in full force and effect ten (10) days 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:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson, City Attorney

THE CITY OF GEORGETOWN

By: __________________________

Dale Ross, Mayor
SUBJECT: Proposed Speed Zone Changes on SH-195 from Shell Road to IH-35.

Name of Sponsor: Ray Miller, Jr. – Director of Public Works

ITEM SUMMARY:

The Texas Department of Transportation will review speed zones along a state facility to see if changes need to be made to existing speed zones. Recently, TxDOT conducted a speed study along SH-195 from Ronald Reagan to IH-35 and identified two speed zones which are specified below. While there is two speed zone being recommended for a reduction in speed limit only one is within the current city limits.

Why does TxDOT conduct speed studies? Development and growth in an area are reasons to look at conducting a speed study. Increases in the number of vehicles per day along a roadway is also another reason. In the case of SH-195 it is also the connectivity that it provides to other areas that may have some significant changes.

Based on the recent speed study TxDOT is recommending the following changes:

- **Speed Zone 1**: SH-195 from Ronald Reagan to Shell Road. Currently, 70mph and TxDOT is proposing to lower this section to 65mph. This is outside of the city limits and action will need to be taken by Williamson County Commissioners Court.

- **Speed Zone 2**: SH-195 from Shell Road to IH-35. Currently, 60mph and TxDOT is proposing to lower this section to 55mph. This section is within the city limits and will require action from the Georgetown City Council.

How are speed limits determined or set? Most states, counties and cities utilize the Manual of Uniform Traffic Control Devices (MUTCD) as a reference. The MUTCD as well as other transportation publications recommend setting speed zones (limits) based on the 85th percentile. When speed data is being collected along a particular section of a roadway and 85% of the vehicles are traveling at a certain speed or range of speed then that is the speed limit that should be recommended for that section of roadway. The 85th percentile is known as the industry standard for determining speed limits.

STAFF RECOMMENDATION:

Approval of the proposed changes to the speed zone change on SH-195 from Shell Road to IH-35.

FINANCIAL IMPACT:

N/A – TxDOT will be providing the new speed zone (limit) signs and the personnel to change out the signs.
COMMENTS: NA

ATTACHMENTS:

- Cover Memo
- Proposed Ordinance
- PowerPoint Presentation
Proposed Speed Changes on SH-195

City Council Meeting
September 8, 2020
Speed Changes – SH-195

- This will be the 2\textsuperscript{nd} Reading of an Ordinance proposing a change to the regulatory speed limit along SH-195 from Shell Road to IH-35.
Speed Change – SH-195

While the City of Georgetown is only reviewing one speed zone change there are two speed zone changes being recommended by TxDOT:

1. SH-195 from Ronald Reagan to Shell Road – Currently 70 mph, TxDOT is proposing 65 mph. This will be approved by Williamson County Commissioner’s Court. Outside our City Limits.

2. SH-195 from Shell Road to IH-35 – currently 60 mph, TxDOT is proposing 55 mph. This will be approved by Georgetown City Council.
Zone 1: 70mph to 65 mph WILCO

Zone 2: 60 mph to 55 mph COG
## SH-195 – Traffic Counts

<table>
<thead>
<tr>
<th>Location</th>
<th>2012</th>
<th>2014</th>
<th>2016</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>West of Berry Creek Dr</td>
<td>15,500</td>
<td>15,700</td>
<td>27,300</td>
<td>26,800</td>
</tr>
<tr>
<td>West of Ronald Reagan</td>
<td>9,700</td>
<td>9,400</td>
<td>17,200</td>
<td>18,000</td>
</tr>
</tbody>
</table>

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

• After City Council action on the proposed Ordinance – TxDOT will begin the process to change out the impacted signs and should be done installed in a couple of weeks after action.

• No remaining requirements for the City.
Questions?
Speed Changes – SH-195

• An Ordinance of the City of Council of the City of Georgetown, Texas, Amending Ordinance No. 2008-21 And Adding Section 10.12.130 Entitled “STATE HIGHWAY 195” Regarding the Rate of Speed on SH 195 in the City Limits; Providing for a Penalty and Prosecution Pursuant to Section 10.12.010 of the Code of Ordinances; Repealing Conflicting Ordinances and Resolutions; Including a Severability Clause; and Establishing an Effective Date.
Thank You!
SUBJECT:
Second Reading of an Ordinance establishing the classifications and number of positions (Strength of Force) for all the City of Georgetown Fire Fighters and Police Officers pursuant to Chapter 143 of the Texas Local Government Code pertaining to Civil Service -- Tadd Phillips, Director of Human Resources and Organizational Development Director

ITEM SUMMARY:
Chapter 143 of the Texas Local Government Code, Section 143.021, requires that the governing body of a municipality shall establish classifications and numbers of positions by ordinance. This ordinance supplements the Ordinance that adopts the Annual Operating Budget Plan as the ordinance that establishes the classifications and numbers of positions. This “Strength of Force” Ordinance separates and details the specific classifications and numbers of Civil Service positions.

The changes reflected on this Strength of Force are as follows:

Fire: Increase total authorized positions by 6, from 138 to 144, consistent with FY21 budget. Five of those six new positions will be at the rank of Paramedic II and one at the rank of Fire and Life Safety Specialist. Simultaneous, there is a corresponding increase in Captain rank (from 12 to 19) and decrease and lieutenant rank (from 14 to 7) as part of the department’s multiyear transition to a single company officer rank.

Police: Increase total authorized positions by 2, from 88 to 90, consistent with FY21 Budget. Both new positions are at the rank of Police Officer.

FINANCIAL IMPACT:
Funding for new positions accounted for in FY21 budget.

SUBMITTED BY:

ATTACHMENTS:

Strength of Force Ordinance 2020
ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS RELATING TO THE CLASSIFICATIONS AND NUMBER OF POSITIONS FOR ALL CITY OF GEORGETOWN FIRE FIGHTERS AND POLICE OFFICERS PURSUANT TO CHAPTER 143 OF THE TEXAS LOCAL GOVERNMENT CODE PERTAINING TO CIVIL SERVICE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THERewith; PROVIDING ASEVERABILITY CLAUSE; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE IS PASSED ARE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the citizens of the City of Georgetown, Texas have adopted the civil service system for its fire and police departments; and

WHEREAS, civil service is governed under Chapter 143 of the Texas Local Government Code; And

WHEREAS, Local Government Code, Section 143.021, requires that the governing body of a municipality shall establish classifications and numbers of positions by ordinance.

WHEREAS, the caption of this ordinance was printed in the Williamson County Sun in compliance with the City Charter of the City of Georgetown.

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

SECTION 1. The classification plans for classified positions in the Fire and Police Departments shall be as follows:

PART ONE – FIRE DEPARTMENT

The following classifications of firefighters in the Fire Department shall exist effective on and after the dates set forth herein under the provisions of Chapter 143 of the Texas Local Government Code. These classifications and no others shall exist effective on and after the dates set forth herein with the number shown indicating the number of positions in each classification.

<table>
<thead>
<tr>
<th>Classification</th>
<th>September 22, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Chief</td>
<td>2</td>
</tr>
<tr>
<td>Division Chief</td>
<td>1</td>
</tr>
<tr>
<td>Fire Battalion Chief</td>
<td>4</td>
</tr>
<tr>
<td>Fire Marshal</td>
<td>1</td>
</tr>
<tr>
<td>Fire Captain</td>
<td>19</td>
</tr>
<tr>
<td>Deputy Fire Marshal</td>
<td>2</td>
</tr>
<tr>
<td>Fire Lieutenant</td>
<td>7</td>
</tr>
<tr>
<td>Fire and Life Safety Specialist</td>
<td>4</td>
</tr>
<tr>
<td>Fire Driver</td>
<td>24</td>
</tr>
<tr>
<td>Paramedic II</td>
<td>5</td>
</tr>
<tr>
<td>Firefighter</td>
<td>75</td>
</tr>
</tbody>
</table>
The one (1) Assistant Fire Chief is appointed by the head of the department, and serves at the pleasure of the Department Head, in accordance with Local Government Code, Section 143.014. The classifications of Division Chief and Fire Marshal are appointed by the head of department pursuant to the current Meet & Confer Agreement between the City of Georgetown and the Georgetown Associations of Professional Fire Fighters.

PART TWO – POLICE DEPARTMENT

The following classifications of officers in the Police Department shall exist effective on and after the dates set forth herein under the provisions of Chapter 143 of the Texas Local Government Code. These classifications and no others shall exist effective on and after the dates set forth herein with the number shown indicating the number of positions in each classification.

<table>
<thead>
<tr>
<th>Classification</th>
<th>September 22, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Chief of Police</td>
<td>1</td>
</tr>
<tr>
<td>Police Captain</td>
<td>2</td>
</tr>
<tr>
<td>Police Lieutenant</td>
<td>9</td>
</tr>
<tr>
<td>Police Sergeant</td>
<td>14</td>
</tr>
<tr>
<td>Police Officer / Detective</td>
<td>64</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>90</strong></td>
</tr>
</tbody>
</table>

The one (1) Assistant Police Chief is appointed by the head of the department, and serves at the pleasure of the Department Head, in accordance with Local Government Code, Section 143.014.

SECTION 2. All positions, other than the position immediately below the Department Head, shall be filled pursuant to the provisions of Local Government Code, Chapter 143, and eligibility lists applicable to the position.

SECTION 3. That it is hereby found and determined that the meetings at which this ordinance was passed were open to the public, as required by Section 551, Texas Government Code, and that advance public notice of the time, place and purpose of said meetings was given.

SECTION 4. Should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5. This Ordinance shall become effective immediately after its second and final reading.

PASSED AND APPROVED on First Reading on the ____ day of __________, 2020 at a regular meeting of the City Council of the City of Georgetown, Texas.

PASSED AND APPROVED on Second Reading on the ____ day of __________, 2020 at a regular meeting of the City Council of the City of Georgetown, Texas.
ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

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

ITEM SUMMARY:
This Ordinance adopts the Annual Budget for fiscal year 2021, including operating and capital expenditures. The proposed budget was presented to City Council on August 11, 2020 following Council workshop on July 21. Public Hearings on the 2020 Tax Rate and the 2021 Annual Budget were held on September 8, 2020. The proposed budget was approved on first reading on September 8, 2020.

The proposed changes to the Fiscal and Budgetary Policies were discussed in Council workshop on September 8, 2020. Those changes are attached to this item as presented, and will be adopted with the budget.

State law requires that the budget be adopted as a record vote, separate from the adoption of the City’s tax rate.

FINANCIAL IMPACT:
This ordinance contains the “All-Funds Schedules” that details the 2021 Annual Budget total appropriation of $395,959,570.

SUBMITTED BY:
Danella Elliott

ATTACHMENTS:

Ordinance
All Funds 1
All Funds 2
All Funds 3
All Funds 4
Position Control Schedule
Fiscal and Budgetary Policy 2021 Tracked Changes
ORDINANCE NO. ____________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, ADOPTING THE ANNUAL BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021, IN ACCORDANCE WITH CHAPTER 102, LOCAL GOVERNMENT CODE; APPROPRIATING THE VARIOUS AMOUNTS THEREOF; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council has reviewed all priorities, goals and strategies to be included in the Annual Budget for the upcoming fiscal year; and

WHEREAS, the City Council has received the Proposed Budget and a copy of such Proposed Budget and all supporting schedules have been filed with the City Secretary of the City of Georgetown; and

WHEREAS, in accordance with Section 102.006 of the Texas Local Government Code, a public hearing was held on September 8, 2020, concerning such Proposed Budget; providing an opportunity for all interested taxpayers and citizens to be heard for or against any item or amount therein; and

WHEREAS, the City Council of the City of Georgetown is of the opinion that the Proposed Budget should be approved and adopted as the City's Annual Budget for the ensuing fiscal year;

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 Annual Budget of the revenues of the City of Georgetown and expenses of conducting the affairs thereof, providing a financial plan for the ensuing fiscal year beginning October 1, 2020, and ending September 30, 2021, as submitted to the City Council by the City Manager of said City, and the same is in all things adopted and approved as Exhibit “A – All-Funds Summary” incorporated by reference herein.

SECTION 3. The amounts indicated for the following funds are hereby appropriated for payments of expenditures and payments of the individual funds:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airport Management Services</td>
<td>4,452,051</td>
</tr>
<tr>
<td>Electrical Services</td>
<td>93,921,948</td>
</tr>
<tr>
<td>Facilities Maintenance Fund</td>
<td>3,976,296</td>
</tr>
<tr>
<td>Fleet Services</td>
<td>7,406,948</td>
</tr>
<tr>
<td>General Capital Projects</td>
<td>28,463,944</td>
</tr>
<tr>
<td>General Debt Service</td>
<td>22,647,676</td>
</tr>
<tr>
<td>General Fund</td>
<td>80,033,800</td>
</tr>
<tr>
<td>Information Technology</td>
<td>9,987,926</td>
</tr>
<tr>
<td>Joint Services</td>
<td>18,044,968</td>
</tr>
<tr>
<td>Self Insurance</td>
<td>9,510,710</td>
</tr>
<tr>
<td>Special Revenue Funds</td>
<td>28,302,292</td>
</tr>
<tr>
<td>Stormwater Services</td>
<td>4,368,436</td>
</tr>
<tr>
<td>Water Services</td>
<td>84,842,577</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>395,959,570</strong></td>
</tr>
</tbody>
</table>

SECTION 4. Adoption of this ordinance authorizes the City Manager to transfer monies set aside for salary adjustments in the various operating funds to departments as needed for these purposes.

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

SECTION 7. The Mayor is hereby authorized to sign this Ordinance and the City Secretary to attest. This Ordinance shall become effective upon adoption of its second and final reading by the City Council of the City of Georgetown, Texas.
PASSED AND APPROVED on First Reading on the 8th day of September, 2020.

PASSED AND APPROVED on Second Reading on the 22nd day of September, 2020.

ATTEST:

_________________________  THE CITY OF GEORGETOWN:

Robyn Densmore
City Secretary

By: Dale Ross
Mayor

APPROVED AS TO FORM:

_________________________

Skye Masson
City Attorney
## General Fund

<table>
<thead>
<tr>
<th>Sources and Revenues</th>
<th>General Revenue Funds</th>
<th>Special Revenue Funds</th>
<th>General Capital Projects</th>
<th>General Debt Service</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Proceeds</td>
<td>10,600,000</td>
<td>24,033,278</td>
<td>86,135,321</td>
<td>3,370,000</td>
<td>124,849,380</td>
</tr>
<tr>
<td>Charges for Service</td>
<td>12,285,948</td>
<td>617,500</td>
<td>18,750,000</td>
<td>1,933,960</td>
<td>124,849,380</td>
</tr>
<tr>
<td>Development and Permit Fees</td>
<td>2,467,750</td>
<td>115,000</td>
<td>23,392,750</td>
<td>1,933,960</td>
<td>124,849,380</td>
</tr>
<tr>
<td>EMS Revenue</td>
<td>2,650,000</td>
<td>2,650,000</td>
<td></td>
<td>2,650,000</td>
<td></td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>6,255,270</td>
<td>125,000</td>
<td>6,496,002</td>
<td>6,496,002</td>
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</tr>
<tr>
<td>Grant Revenue</td>
<td>679,884</td>
<td>296,000</td>
<td>2,650,000</td>
<td>2,650,000</td>
<td>2,650,000</td>
</tr>
<tr>
<td>HOT Tax</td>
<td>900,000</td>
<td>900,000</td>
<td></td>
<td>900,000</td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>75,000</td>
<td>109,750</td>
<td>40,000</td>
<td>819,500</td>
<td></td>
</tr>
<tr>
<td>Interfund Transfers</td>
<td>12,723,124</td>
<td>150,000</td>
<td>4,276,779</td>
<td>59,497,590</td>
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</tr>
<tr>
<td>Other Revenue</td>
<td>6,263,528</td>
<td>880,290</td>
<td>18,750,000</td>
<td>2,650,000</td>
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</tr>
<tr>
<td>Parks and Rec Fees</td>
<td>1,893,234</td>
<td>404,250</td>
<td>2,297,484</td>
<td>2,297,484</td>
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</tr>
<tr>
<td>Property Tax</td>
<td>15,976,505</td>
<td>2,104,421</td>
<td>36,870,926</td>
<td>36,870,926</td>
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</tr>
<tr>
<td>Sales Tax</td>
<td>17,861,875</td>
<td>18,355,292</td>
<td>31,757,500</td>
<td>31,757,500</td>
<td></td>
</tr>
<tr>
<td>Grand Total</td>
<td>79,132,118</td>
<td>30,077,836</td>
<td>24,428,278</td>
<td>23,066,779</td>
<td>397,822,657</td>
</tr>
</tbody>
</table>

## Uses and Expenses

<table>
<thead>
<tr>
<th>Uses and Expenses</th>
<th>General Revenue Funds</th>
<th>Special Revenue Funds</th>
<th>General Capital Projects</th>
<th>General Debt Service</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Improvements</td>
<td>16,345,321</td>
<td>24,613,278</td>
<td>1,475,202</td>
<td>9,997,974</td>
<td>42,621,870</td>
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<tr>
<td>Community Services &amp; Finance</td>
<td>6,836,291</td>
<td>597,408</td>
<td>213,500</td>
<td>2,667,337</td>
<td>10,363,635</td>
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<tr>
<td>Debt Issuance Costs</td>
<td>213,500</td>
<td>480,666</td>
<td>20,000</td>
<td>1,151,638</td>
<td>1,853,954</td>
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<tr>
<td>Debt Service</td>
<td>839,550</td>
<td>22,627,676</td>
<td></td>
<td>35,074,937</td>
<td></td>
</tr>
<tr>
<td>Development &amp; Public Works</td>
<td>15,479,279</td>
<td>25,627,549</td>
<td></td>
<td>25,627,569</td>
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</tr>
<tr>
<td>Electric</td>
<td>1,475,202</td>
<td>17,859,974</td>
<td></td>
<td>17,859,974</td>
<td></td>
</tr>
<tr>
<td>Interfund Transfers</td>
<td>839,000</td>
<td>3,370,000</td>
<td></td>
<td>3,370,000</td>
<td></td>
</tr>
<tr>
<td>Management Services</td>
<td>8,614,077</td>
<td>21,752,604</td>
<td></td>
<td>21,752,604</td>
<td></td>
</tr>
<tr>
<td>Parks &amp; Recreation</td>
<td>8,902,042</td>
<td>9,944,055</td>
<td></td>
<td>9,944,055</td>
<td></td>
</tr>
<tr>
<td>Purchase Power</td>
<td>195,000</td>
<td>60,318,000</td>
<td></td>
<td>60,318,000</td>
<td></td>
</tr>
<tr>
<td>TIRZ</td>
<td>80,000</td>
<td>48,103,385</td>
<td></td>
<td>48,103,385</td>
<td></td>
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<tr>
<td>Water</td>
<td>80,000</td>
<td>80,000</td>
<td></td>
<td>80,000</td>
<td></td>
</tr>
<tr>
<td>Grand Total</td>
<td>80,033,800</td>
<td>28,463,944</td>
<td>395,959,570</td>
<td></td>
<td>395,959,570</td>
</tr>
</tbody>
</table>

## Ending Fund Balance

<table>
<thead>
<tr>
<th>General Revenue Funds</th>
<th>Special Revenue Funds</th>
<th>General Capital Projects</th>
<th>General Debt Service</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>14,542,050</td>
<td>34,642,541</td>
<td>3,230,743</td>
<td>2,353,063</td>
<td>126,712,467</td>
</tr>
</tbody>
</table>

## Contingency and Reserves

<table>
<thead>
<tr>
<th>Contingency and Reserves</th>
<th>General Revenue Funds</th>
<th>Special Revenue Funds</th>
<th>General Capital Projects</th>
<th>General Debt Service</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>90 Day Operational Contingency</td>
<td>12,626,752</td>
<td>2,909,364</td>
<td>33,670,638</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arterial Reservation</td>
<td>750,000</td>
<td>750,000</td>
<td></td>
<td>750,000</td>
<td></td>
</tr>
<tr>
<td>Benefit Payout Reserve</td>
<td>340,000</td>
<td>340,000</td>
<td></td>
<td>340,000</td>
<td></td>
</tr>
<tr>
<td>Economic Stability Reserve</td>
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<td>1,467,563</td>
<td></td>
<td>1,467,563</td>
<td></td>
</tr>
<tr>
<td>IBNR</td>
<td>675,000</td>
<td>675,000</td>
<td></td>
<td>675,000</td>
<td></td>
</tr>
<tr>
<td>Non-Operational Contingency</td>
<td>4,307,821</td>
<td>2,216,486</td>
<td>32,993,808</td>
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<td></td>
</tr>
<tr>
<td>Perpetual Reserve</td>
<td>558,811</td>
<td>558,811</td>
<td></td>
<td>558,811</td>
<td></td>
</tr>
<tr>
<td>Rate Stabilization</td>
<td>1,575,000</td>
<td>1,575,000</td>
<td></td>
<td>1,575,000</td>
<td></td>
</tr>
<tr>
<td>Reserved Bond Proceeds</td>
<td>1,245,960</td>
<td>1,245,960</td>
<td></td>
<td>1,245,960</td>
<td></td>
</tr>
<tr>
<td>Reserved for Capital</td>
<td>3,126,306</td>
<td>3,126,306</td>
<td></td>
<td>3,126,306</td>
<td></td>
</tr>
<tr>
<td>Reserved for TIA</td>
<td>2,100,000</td>
<td>2,100,000</td>
<td></td>
<td>2,100,000</td>
<td></td>
</tr>
<tr>
<td>Grand Total</td>
<td>14,434,315</td>
<td>8,525,996</td>
<td>78,503,087</td>
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<td></td>
</tr>
</tbody>
</table>

## Available Fund Balance

<table>
<thead>
<tr>
<th>General Revenue Funds</th>
<th>Special Revenue Funds</th>
<th>General Capital Projects</th>
<th>General Debt Service</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>107,735</td>
<td>26,116,545</td>
<td>1,130,743</td>
<td>136,577</td>
<td>48,209,380</td>
</tr>
</tbody>
</table>
### SOURCES AND REVENUES

<table>
<thead>
<tr>
<th>Source</th>
<th>Electric Fund</th>
<th>Water Fund</th>
<th>Other Enterprise Funds</th>
<th>Internal Service Funds</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Proceeds</td>
<td>5,648,625</td>
<td>16,300,000</td>
<td>1,200,000</td>
<td>173,600</td>
<td>57,781,903</td>
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<tr>
<td>Charges for Service</td>
<td>685,000</td>
<td>4,290,000</td>
<td>3,408,500</td>
<td>23,392,750</td>
<td>21,575,548</td>
</tr>
<tr>
<td>Development and Permit Fees</td>
<td>1,500,000</td>
<td>19,425,000</td>
<td></td>
<td></td>
<td>23,992,500</td>
</tr>
<tr>
<td>EMS Revenue</td>
<td>2,650,000</td>
<td></td>
<td></td>
<td></td>
<td>2,650,000</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>115,732</td>
<td></td>
<td></td>
<td></td>
<td>4,696,002</td>
</tr>
<tr>
<td>Grant Revenue</td>
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<td></td>
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<td></td>
<td>975,884</td>
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<tr>
<td>HOT Tax</td>
<td>5,000</td>
<td>237,250</td>
<td>59,500</td>
<td></td>
<td>819,500</td>
</tr>
<tr>
<td>Interfund Transfers</td>
<td>3,601,411</td>
<td></td>
<td>38,746,276</td>
<td></td>
<td>59,497,590</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>598,724</td>
<td>1,422,500</td>
<td>9,164,250</td>
<td></td>
<td>18,355,292</td>
</tr>
<tr>
<td>Property Tax</td>
<td></td>
<td></td>
<td>2,297,484</td>
<td></td>
<td>36,870,926</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>5,000</td>
<td></td>
<td>31,757,500</td>
<td></td>
<td>31,757,500</td>
</tr>
<tr>
<td>Utility Revenue</td>
<td>83,982,278</td>
<td>46,650,000</td>
<td>8,320,000</td>
<td></td>
<td>134,552,278</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>96,141,770</strong></td>
<td><strong>88,324,750</strong></td>
<td><strong>8,507,500</strong></td>
<td><strong>48,143,626</strong></td>
<td><strong>397,822,657</strong></td>
</tr>
</tbody>
</table>

### USES AND EXPENSES

<table>
<thead>
<tr>
<th>Category</th>
<th>Electric Fund</th>
<th>Water Fund</th>
<th>Other Enterprise Funds</th>
<th>Internal Service Funds</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Improvements</td>
<td>5,351,250</td>
<td>32,260,000</td>
<td>1,750,000</td>
<td>6,278,152</td>
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<td>Community Services &amp; Finance</td>
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<td></td>
<td>22,837,344</td>
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<td>1,151,638</td>
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<td>Debt Service</td>
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<td>6,937,088</td>
<td>633,291</td>
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<td>35,074,937</td>
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<td>Development &amp; Public Works</td>
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<td></td>
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<td>25,627,569</td>
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<td></td>
<td>18,596,974</td>
</tr>
<tr>
<td>Interfund Transfers</td>
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<tr>
<td>Management Services</td>
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<td>10,334,432</td>
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<td>21,752,604</td>
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<td><strong>93,921,948</strong></td>
<td><strong>84,842,577</strong></td>
<td><strong>8,820,487</strong></td>
<td><strong>48,926,848</strong></td>
<td><strong>395,959,570</strong></td>
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### CONTINGENCY AND RESERVES

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<th>Total Budget</th>
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<tr>
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<td>4,018,754</td>
<td>33,670,638</td>
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<td>Arterial Reservation</td>
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<td>722,387</td>
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<td>1,467,563</td>
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<td>Economic Stability Reserve</td>
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<td>675,000</td>
<td>675,000</td>
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<tr>
<td>Non-Operational Contingency</td>
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<td>32,993,808</td>
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<td>Perpetual Reserve</td>
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<td>558,811</td>
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<tr>
<td>Rate Stabilization</td>
<td>1,575,000</td>
<td>1,575,000</td>
<td>1,575,000</td>
</tr>
<tr>
<td>Reserved Bond Proceeds</td>
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<td>1,245,960</td>
<td>1,245,960</td>
</tr>
<tr>
<td>Reserved for Capital</td>
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<td>3,126,306</td>
<td>3,126,306</td>
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<tr>
<td>Reserved for TIA</td>
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</tr>
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<td><strong>21,112,076</strong></td>
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### AVAILABLE FUND BALANCE

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<tbody>
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**Ending Fund Balance**

**126,712,467**
# Governmental Funds

## General Fund

### Beginning Fund Balance

<table>
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<tr>
<th>Source/Revenue</th>
<th>General Fund</th>
<th>Special Revenue Funds</th>
<th>General Capital Projects</th>
<th>General Debt Service</th>
<th>Total Budget</th>
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<td>32,866,997</td>
<td>7,266,408</td>
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### Sources and Revenues

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<th>Special Revenue Funds</th>
<th>General Capital Projects</th>
<th>General Debt Service</th>
<th>Total Budget</th>
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<td></td>
<td>23,392,750</td>
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<td></td>
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<tr>
<td>Utility Revenue</td>
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<td>407,070</td>
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<th>General Debt Service</th>
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### Ending Fund Balance

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<th>Source/Revenue</th>
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<th>Special Revenue Funds</th>
<th>General Capital Projects</th>
<th>General Debt Service</th>
<th>Total Budget</th>
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<tbody>
<tr>
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## Contingency and Reserves

### 90 Day Operational Contingency

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<th>General Fund</th>
<th>Special Revenue Funds</th>
<th>General Capital Projects</th>
<th>General Debt Service</th>
<th>Total Budget</th>
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<td>340,000</td>
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<tr>
<td>Economic Stability Reserve</td>
<td>1,467,563</td>
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<td>1,467,563</td>
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<tr>
<td>IBNR</td>
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<td></td>
<td></td>
<td>675,000</td>
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<tr>
<td>Non-Operational Contingency</td>
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<td>558,811</td>
</tr>
<tr>
<td>Rate Stabilization</td>
<td>1,575,000</td>
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<td>1,575,000</td>
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<tr>
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<td>1,245,960</td>
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### Available Fund Balance

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<th>Source/Revenue</th>
<th>General Fund</th>
<th>Special Revenue Funds</th>
<th>General Capital Projects</th>
<th>General Debt Service</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
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<td></td>
<td>107,735</td>
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<td>1,130,743</td>
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<td>Electric Fund</td>
<td>Water Fund</td>
<td>Other Enterprise Funds</td>
<td>Internal Service Funds</td>
<td>Total Budget</td>
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<td>------------------</td>
<td>--------------</td>
<td>------------</td>
<td>-----------------------</td>
<td>-----------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>18,892,253</td>
<td>31,137,205</td>
<td>2,836,724</td>
<td>14,472,100</td>
<td>124,849,380</td>
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**Sources and Revenues**

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<th>Source</th>
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<th>Water Fund</th>
<th>Other Enterprise Funds</th>
<th>Internal Service Funds</th>
<th>Total Budget</th>
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<tbody>
<tr>
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<td>73,600</td>
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<tr>
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<tr>
<td>HOT Tax</td>
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<tr>
<td>Property Tax</td>
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<td>36,870,926</td>
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<tr>
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**POC**

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<th>Other Enterprise Funds</th>
<th>Internal Service Funds</th>
<th>Total Budget</th>
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<tr>
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<td>8,820,487</td>
<td>48,926,848</td>
<td>395,959,570</td>
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**Contingency and Reserves**

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<thead>
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<th>Source</th>
<th>Electric Fund</th>
<th>Water Fund</th>
<th>Other Enterprise Funds</th>
<th>Internal Service Funds</th>
<th>Total Budget</th>
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<tbody>
<tr>
<td>90 Day Operational Contingency</td>
<td>4,018,754</td>
<td>9,127,742</td>
<td>722,387</td>
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<td>33,670,638</td>
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<td>750,000</td>
<td>750,000</td>
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<tr>
<td>Benefit Payout Reserve</td>
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<td></td>
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<td>340,000</td>
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<td>Economic Stability Reserve</td>
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<td>1,467,563</td>
<td>1,467,563</td>
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<tr>
<td>IBNR</td>
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<td></td>
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<td>675,000</td>
<td>675,000</td>
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<tr>
<td>Non-Operational Contingency</td>
<td>15,847,362</td>
<td>10,000,000</td>
<td>622,140</td>
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<td>32,993,808</td>
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<tr>
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<td>558,811</td>
<td>558,811</td>
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<tr>
<td>Rate Stabilization</td>
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<td>3,126,306</td>
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<td>2,100,000</td>
<td>2,100,000</td>
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<td>19,127,742</td>
<td>1,344,527</td>
<td>9,641,945</td>
<td>76,503,087</td>
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**Available Fund Balance**

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**CC0744 Animal Services**

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**CC0802 Public Works**

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**100 General Fund Total**

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I. PURPOSE

The City of Georgetown is committed to financial management through integrity, prudent stewardship, planning, accountability, transparency and communication. The broad purpose of the Fiscal and Budgetary Policies is to enable the City and its related component units, including the Georgetown Transportation Enhancement Corporation (GTEC) and the Georgetown Economic Development Corporation (GEDCO), to achieve and maintain a long-term stable and positive financial condition, and provide guidelines for the day-to-day planning and operations of the City’s financial affairs.

Policy scope generally spans areas of accounting, operational and capital budgeting, revenue and expenditure management, financial reporting, internal controls, investment and asset management, debt management and forecasting. This is done in order to:

A. Demonstrate to the residents of Georgetown, the investment community, and the bond rating agencies that the City is committed to a strong fiscal operation;

B. Provide precedents for future policy-makers and financial managers on common financial goals and strategies;

C. Fairly present and fully disclose the financial position of the City in conformity to generally accepted accounting principles (GAAP); and

D. Demonstrate compliance with finance-related legal and contractual issues in accordance with the Texas Local Government Code and other legal mandates.

These policies will be reviewed and updated annually as part of the budget preparation process.

II. FUND STRUCTURE AND BASIS OF BUDGETING

The budgeted funds for the City of Georgetown include:

**Governmental Funds:**

- **General Fund** which accounts for all financial resources except those required to be accounted for in another fund, and include basic governmental services, such as Street Maintenance, Planning and Development, Police, Fire, Parks, as well as Solid Waste Management.

- **Special Revenue Funds** (SRF) account for specific revenues that are legally restricted for specified purposes. Examples include Tourism, Parkland Dedication, Library Donations, Animal Services Donations, and Street Maintenance Sales Tax.

- **Debt Service Fund** is used to account for the payment of general long-term debt principal and interest.
**Capital Project Funds** are used to account for the acquisition or construction of major capital facilities other than those financed by enterprise activities.

**Proprietary Funds:**

**Internal Service Funds** account for goods or services provided by one internal department to another. The City uses this system to recognize cost for fleet replacement and maintenance, facility maintenance, computer replacement and maintenance and employee health insurance costs.

**Enterprise Funds** include the City’s business like activities including all the utility funds and the airport.

**Basis of Accounting and Basis of Budgeting**

The City accounts and budgets for all Governmental Funds using the *modified accrual basis of accounting*. This basis means that revenue is recognized in the accounting period in which it becomes available and measurable, while expenditures are recognized in the accounting period in which the liabilities are incurred. Because the appropriated budget is used as the basis for control and comparison of budgeted and actual amounts, the basis for preparing the budget is the same as the basis of accounting. Exceptions to the modified accrual basis of accounting include:

- Encumbrances, which are treated as expenditures in the year they are encumbered, not when expended
- Grants, which are considered revenue when awarded, not received
- Principal and interest on long-term debt, which are recognized when paid.

**Proprietary Funds** are accounted and budgeted using the full-accrual basis of accounting. Under this method, revenues are recognized when they are earned and measurable, while expenses are recognized when they are incurred regardless of timing or related cash flows. The basis for preparing the budget is the same as the basis of accounting except for principal payments on long-term debt and capital outlay which are treated as budgeted expenses. Exceptions include:

- Depreciation which is not budgeted
- Non-budgeted accruals such as compensated absences.

**III. OPERATING BUDGET**

Budgeting is an essential element of the financial planning, control and evaluation process of municipal government. The operating budget is the City’s annual financial operating plan. The annual budget includes all of the operating departments of the General Fund, proprietary funds, debt service funds, special revenue funds, and capital improvement funds of the City.

A. **Form of Government** — The Charter (Section 1.03) established a Council-Manager Government wherein the City vests power in the City Council to “enact legislation, adopt budgets, determine policies, and appoint the City Manager who shall execute the laws and administer the government of the City.”

B. **Comprehensive Plan** — The Charter (Section 1.08) requires that the City Council “establish comprehensive planning as a continuous and ongoing governmental function in order to promote and strengthen the existing
role, processes and powers of the City of Georgetown.” The current comprehensive plan is the 2030 Plan adopted in 2006.

C. **Preparation** – The *Charter (Section 6.02)* requires “a proposed budget prepared by the City Manager and submitted to the City Council at least thirty days prior to the end of the fiscal year. The budget shall be adopted not later than the twenty-seventh day of the last month of the fiscal year. No budget will be adopted or appropriations made unless the total estimated revenues, income and funds available shall be equal to or in excess of such budget or appropriations, except otherwise provided.”

1. **Proposed Budget** – A proposed budget shall be prepared by the City Manager with participation of all of the City’s Directors within the provision of the *Charter* and the 2030 Plan.

   a. The budget shall include four basic segments for review and evaluation:

   - Revenue
   - Personnel Costs
   - Operations and Maintenance Costs
   - Capital and other non-project Costs

   b. The budget review process will include City Council participation in the development of each segment and allow for resident participation in the process, and will allow for sufficient time to address policy and fiscal issues by the City Council.

   c. A copy of the proposed and approved budgets will be filed with the City Secretary when it is submitted to the City Council and will be available on the City’s website.

2. **Adoption** – Upon finalization of the budget appropriations, the City Council will hold a public hearing, and subsequently adopt by Ordinance the final budget as amended. The budget will be effective for the fiscal year beginning October 1st.

The Annual Budget document will be submitted annually to the Government Finance Officers Association (GFOA) for evaluation and consideration for the Distinguished Budget Presentation Award.

D. **Balanced Budget** – The goal of the City is to adopt and maintain a balanced operating budget using sustainable funding sources that are expected to continue to be available in subsequent fiscal years. Excess balances in operating funds from previous fiscal years shall remain in the fund in which they were appropriated until either such excess balances are proposed and adopted pursuant to *Section III. C. Preparation* of this policy; until they are used to reduce outstanding debt obligations of the City; or both.

The *Charter (Section 6.04)* requires that an operating deficit created in any fiscal year shall be paid off and discharged during the following year. In practice, deficit has been interpreted to mean City funds as a whole. The City Council may choose from time to time to allow individual funds to have a negative balance as long as Operating Reserve requirements for the City as a whole are maintained.

E. **Planning** – The budget process will be coordinated so that major policy issues are identified prior to the budget approval date. This will allow City Council adequate time for consideration of appropriate decisions and analysis of financial impacts.
F. **Reporting** – Summary financial reports will be presented to the City Council quarterly. These reports will be in a format appropriate to enable the City Council to understand the overall budget and financial status.

G. **Control and Accountability** – Each Director, appointed by the City Manager, will be responsible for the administration of his/her departmental budget. This includes accomplishing the Goals and Objectives adopted as part of the budget and monitoring each department budget for revenue collections and compliance with spending limitations. Directors may transfer funds up to $25,000 within the operations and maintenance or capital line items within a departmental budget category with approval from Finance. All transfers from or to the Personnel line items require approval of the Finance Director and City Manager. All other transfers of appropriation or budget amendments require either City Council or City Manager approval as outlined in *Section III.G Budget Amendments* and *Section V.C.4 Use of Excess Salary Savings*.

H. **Budget Amendments** – The *Charter (Section 6.04)* and the Local Government Code 102.009 and 102.010 provide a method to amend the budget for emergency appropriations and municipal purposes. The City Council may authorize, with a majority plus one vote, an amendment to the original budget. This may be done in cases of grave public necessity, or to meet an unusual and unforeseen condition that was not known at the time the budget was adopted. The following criteria will be used in evaluation of budget amendments:

- Is the request necessary?
- Why was the item not budgeted in the normal budget process?
- Why can't a transfer be done within the Division to remedy the condition?

The Finance Director must certify availability of revenues or funding sources prior to adoption.

If needed, the City will amend the budget at year end for increased revenue and for expenditures that exceeded budgeted amounts. The City may also amend the budget for any capital project timing adjustments from prior year, as well as any other known adjustments needed and approved at that time.

I. **Contingency Appropriations** – The budget may include contingency appropriations within designated operating department budgets. These funds are used to offset expenditures for unexpected maintenance or other unanticipated expenses that might occur during the year. Currently, the City maintains contingency appropriations for items such as insurance deductibles, unexpected legal expenses and equipment repairs.

J. **Use of Unanticipated and Unappropriated General Fund Balances** – Within 90 days after fiscal year end, staff will report the projected General Fund balance to Council. In the event that unexpected, unbudgeted amounts are determined to be available in the General Fund after year end, these funds may be used for any of the following purposes, as approved by the City Council:

1. to fund capital projects;
2. to fund equipment purchases in lieu of issuing debt;
3. to reduce outstanding City debt, including bonded indebtedness and unfunded pension liabilities;
4. to fund contingent liabilities such as the benefit payout reserve, cemetery trust fund, and similar obligations of the City;
5. to take other steps to reduce property tax rates or mitigate any future increases;

6. to hold those funds in reserve for future commitments or contingencies that may be pending, and/or;

7. to fund an Economic Stability Reserve of annual General Fund operating expenditures according to *Section XV, A, 2, b, Economic Stability Reserve*.

### IV. REVENUE MANAGEMENT

A. **Characteristics** – The City will strive for the following optimum characteristics in its revenue system:

1. **Simplicity** – The City, where possible and without sacrificing accuracy, will strive to keep the revenue system simple in order to reduce compliance costs for the taxpayer or service recipient.

2. **Certainty** – A knowledge and understanding of revenue sources increases the reliability of the revenue system. The City will understand its revenue sources and enact consistent collection policies to provide assurances that the revenue base will materialize according to budget.

3. **Equity** – The City shall make every effort to maintain equity in its revenue system; i.e., the City should seek to minimize or eliminate all forms of subsidization between entities, funds, services, utilities, and customer classes, and ensure an on-going return on investment for the City.
   
   a. The City will make every effort to recognize the benefit that City tax payers contribute to City programs and services.
   
   b. The annual Recreation residential membership rates are established at 75% of non-residential rates plus or minus 10% at the discretion of the Parks and Recreation Director in keeping with the targeted market cost recovery.

4. **Revenue Adequacy** – The City should require there be a balance in the revenue system; i.e., the revenue base will have the characteristics of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.

   Overall Operational Cost Recovery for Recreation is targeted to be between 50 – 60%, with some variance in individual programs.

5. **Realistic and Conservative Estimates** – Revenues will be estimated realistically, and conservatively, taking into account the volatile nature of various revenue streams.

6. **Administration** – The benefits of a revenue source should exceed the cost of levying and collecting that revenue.

7. **Diversification and Stability** – A diversified revenue system with a stable source of income shall be maintained. This will help avoid instabilities in revenue sources due to factors such as fluctuations in the economy and variations in the weather.
B. **Other Considerations** – The following considerations and issues will guide the City in its revenue policies concerning specific sources of funds:

1. **Cost/Benefit of Incentives for Economic Development** – The City will use due caution in the analysis of any incentives that are used to encourage development. A cost/benefit (fiscal impact) analysis will be performed as part of the evaluation.

2. **Non-Recurring Revenues** – One-time or non-recurring revenues should not be used to finance current ongoing operations.

3. **Sustainable Revenues** – Sustainable means revenue that is consistently available year after year, and includes revenues realized subsequent to adopted projections.

4. **Property Tax Revenues** – Annually, the City will forecast property tax revenue as part of the budget process. Certified Assessed Value Reports from the Williamson Central Appraisal District are used to forecast property tax. The City will comply with State law regarding publication notices and Truth in Taxation requirements.

5. **Interest Income** – Interest earned from investments will be distributed to the funds in accordance with the average daily cash balance of the fund from which the monies were provided to be invested.

6. **User-Based Fees and Service Charges** – For services associated with a user fee or charge, the direct or indirect costs of that service will be offset by a fee where possible. The City will review fees and charges no less than once every five years on a rotating schedule to ensure that fees provide adequate coverage for the cost of services. The City Council will determine how much of the cost of a service should be recovered by fees and charges.

7. **Enterprise Activity Rates** – The City will review and adopt utility and airport rates as needed to generate revenues required to fully cover operating expenses, meet the legal requirements of all applicable bond covenants, and provide for an adequate level of working capital. Enterprise rates will be reviewed annually as part of the budget process. A rate study will be conducted every 3 years to review rate methodology and ensure revenues will meet future needs. All enterprise rates will be based on standardized cost of service methodologies and conservation goals.

   a. **Water Rates** will recognize at least 75% of the fixed cost of service, including debt payments and ROI costs, within the monthly base charge determined by meter size. Volumetric charge will recognize the balance of fixed costs not included in the base rate, plus all variable costs associated with procuring and treating water.

   b. **Wastewater Rates** are fixed for all residential customers based on the cost of providing services. Commercial customer rates are fixed and volumetric depending on size and specifications of each commercial customer.

   c. **Electric Rates** include 100% of fixed costs within the base rate, and demand rates, with all variable costs included in the kWh rate. The Power Cost Adjustment (PCA) Factor and Transmission Cost Adjustment (TCA) Factor are determined by comparing forecasted costs against actual costs in a budget year, and seek to recover/credit variances within 6 to 12 months. For reference, see Code of Ordinances 13.04.075 and 13.04.080.
d. **Stormwater Drainage Fees** are based on a mathematical calculation using impervious cover and applied in compliance with State Law.

e. **Solid Waste and Environmental Services Rates** are based on the wholesale cost of service and retail incentives for conservation, plus a return to the General Fund for wear and tear of heavy trucks on City streets, a franchise fee, and an administrative allocation for managing the solid waste contract and solid waste departmental programming.

f. **Airport Fuel and Lease Rates** are based on the cost of the fuel plus a profit margin to fund operations, capital improvement, contingency, and debt service requirements.

8. **Internal Cost Recovery Fees** – Additionally, enterprise activity rates will include transfers to and receive credits from other funds as follows:

a. **General and Administrative Charges** – Administrative costs should be charged to all funds for services of general overhead, such as administration, finance, customer billing, legal and other costs as appropriate. These charges will be determined through an indirect cost allocation following accepted practices and procedures and reviewed annually by the City’s external auditors.

b. **Payment for Return on Investment** – The intent of this transfer is to provide a benefit to the citizens for the ownership of the various utility operations they own. For all utilities except for Electric:

- **In-Lieu-of-Franchise-Fee.** This transfer, currently 3% of operating revenues generated inside the City, is consistent with the franchise rates charged to investor owned utilities franchised to operate within the City.

- **Return on Investment.** The return on investment (ROI) transfer for In-City utility customers is currently calculated at 7% of operating revenues for all non-electric utilities. ROI for water and sewer customers outside the City is 10% of operating revenues.

The Franchise and Return on Investment for the Electric Utility are both derived from the base monthly charge gross revenue and kWh sold. For customers inside the City, the franchise fee is $0.002947/kWh sold, and the Return on Investment is 7% of gross revenue of the base monthly charge, and $0.007253/kWh sold. For customers outside the City, there is no franchise fee to the City of Georgetown; however, those customers may be subject to franchise fees in the jurisdiction in which they reside. Outside the City customers are charged a Return on Investment equal to 7% of gross revenue of the base monthly charge, and $0.0102/kWh sold.

9. **Revenue Monitoring** – Received revenues will be regularly compared to budgeted revenues and variances will be investigated, and any abnormalities will be included in the quarterly report to the City Council.

10. **Other Funding Alternatives**

When at all possible, the City will research alternative funding opportunities prior to issuing debt or increasing user-related fees.
a. **Grants** – All grant applications must be approved by the City Council prior to being submitted to a granting agency. Prior to submittal to Council, departments will verify that the benefits of the grant exceed the cost of grant administration and will also provide the required grant forms to Finance for review in accordance with the Grant Acquisition, Management, and Compliance Policy. Finance will review and sign the forms which provides detailed information including, but not limited to, the term of the grant, any matching requirements, the resulting operational requirements once the grant is discontinued, and a budget request detailing the line items to be effected, all of which should be included in the Council agenda item packet requesting approval to apply. The City Council must also authorize acceptance of any grant awards received.

b. **Use of Reserve Funds** – The City may authorize the use of reserve funds to potentially delay or eliminate a proposed bond issue. This may occur due to higher than anticipated fund balances in prior years, thus eliminating or reducing the need for debt proceeds, or postpone a bond issue until market conditions are more beneficial or timing of the related capital improvements does not correspond with the planned bond issue. Reserve funds used in this manner are replenished upon issuance of the proposed debt.

c. **Developer Contributions** – The City will require developers who negatively impact the City’s utility capital plans offset those impacts. These policies are further defined within the City’s utility line extension policy and other development regulations.

d. **Leases** – The City may authorize the use of lease financing for certain operating equipment when it is determined that the cost benefit of such an arrangement is advantageous to the City.

e. **Impact Fees** – The City will impose impact fees as allowable under state law for both water and wastewater services. These fees will be calculated in accordance with statute and reviewed at least every three years. All fees collected will fund projects identified within the Fee study and as required by state laws.

V. **EXPENDITURE MANAGEMENT**

A. **Appropriations** – The point of budget control is at the department level budget for all funds. The Charter (Section 6.03) provides that any transfer of appropriation between funds must be approved by the City Council and that the City Manager, without City Council approval, is authorized to transfer appropriations among departments, within the same operational division and fund.

B. **Expenditure Monitoring** – Expenditures and encumbrances will be regularly compared to budget, variances will be investigated, and any abnormalities will be included in the quarterly report to the City Council. Projected year-end expenditures will be reported in the annual budget.

C. **Personnel Costs** – Costs related to salaries and benefits are budgeted at 100% total costs, assuming open positions are filled throughout the fiscal year. New positions that are added during the budget process may have staggered hire dates with appropriate costs reflected in the budget.

1. **Vacancy Factor** – Major Funds with Personnel Budgets will include a vacancy factor of at least 1% of total fund salaries and related benefits (retirement, FICA, Medicare) to offset salary savings within the budget. The vacancy factor will be budgeted as a negative expense within the fund. This factor
will be reduced throughout the year as vacant positions are recognized within the department budget.

**Compliance Status – General Fund, Electric Fund, Water Fund and Joint Services Fund** FY2020 FY2021 in compliance.

2. **Benefit Payout Reserve** – The City will establish a benefit payout reserve equal to 15% of the accrued benefit liability for employees in the General and Joint Services Funds who are currently eligible to retire. Only terminating employee benefit expenses may be paid from this reserve. This reserve shall be funded as an offset to the vacancy factor.

**Compliance Status – Benefit payout reserve FY2021 in compliance.**

3. **Position Control** – The annual budget includes a set number of positions within departments when approved and adopted by City Council. Additional positions cannot be added without approval of the City Council. The City Manager may approve the transfer of authorized positions between departments if funds are available within the department.

4. **Use of Excess Salary Savings** – Departmental savings generated due to open positions or other salary line item savings cannot be spent by the department unless previously approved by the City Manager and validated by Finance as excess funds.

D. **Special Purpose Funding** – In order to support community assistance programs, the City designates specific funding for special purposes, including Social Services, Children’s Programs, and Public Art. The City reserves the ability to cap this special purpose funding when necessitated by budget contingency or compliance issues, such as revenue shortfalls, or other reasons as determined by City Council.

1. **Strategic Partnerships for Community Services** – The City of Georgetown values partnerships with organizations that are committed to addressing our communities’ greatest public challenges and has identified key priorities in the following areas:

   a. Public Safety
   b. Transportation
   c. Housing
   d. Parks & Recreation
   e. Veteran Services
   f. Safety Net

   The City has targeted funding for these programs to be $5.00 per capita, which may be adjusted to offset the effects of general inflation based upon Consumer Price Index. If previous funding levels are higher than the targeted amount, and to avoid significant reductions in levels of funding, the City Council shall seek to attain this target chiefly through population growth. These funds will be allocated and paid according to the City Council’s guidelines for such programs.

**Compliance Status – FY2021 in compliance.**
2. **Public Art Funding** – The City will annually allocate $43,000 of funding for Public Art in the Tourism Fund. Any unspent funds will accumulate and be reallocated in the following budget year. Disbursement of these funds will be determined by the City’s Arts & Culture Advisory Board.

*Compliance Status – FY2021 in compliance.*

Every effort will be made to include public art funding in future City facilities whose primary purpose is for public use. These projects will include a reasonable allowance for public art that fits the scope and purpose of the building so long that it does not negatively impact the project cost beyond the original budget. In the event there is cost savings in the construction of City Facilities, the City Council may consider utilizing that savings on the purchase of public art for the facility.

E. **Purchasing** – The City will maintain and regularly review written Purchasing Policies. All City purchases of goods or services will be made in accordance with the City’s Charter, current Purchasing Policy and with State law.

The following table shows a summary of requirements for purchases of goods and services and does not substitute the formal Purchasing Policies.

<table>
<thead>
<tr>
<th>Dollar Limits:</th>
<th>Procurements:</th>
<th>Requirements:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3,000 and less</td>
<td>Under the small purchase limit</td>
<td>No competitive bids and City credit cards may be used.</td>
</tr>
<tr>
<td>$3,001 up to $50,000</td>
<td>Within informal bid limit</td>
<td>A minimum of three informal competitive bids required unless exempted; Historically Underutilized Business (HUB) requirements apply in accordance with state law.</td>
</tr>
<tr>
<td>$50,001 and above</td>
<td>In excess of the informal bid limit</td>
<td>Formal solicitations, which includes public notices, required unless exempted. Advisory board review and recommendation may be required. Council approval required.</td>
</tr>
</tbody>
</table>

Common exemptions to the formal solicitation process include the procurement of professional services, the purchase of goods or services from a sole source provider, and purchases for public health emergencies.

In addition to the above, all purchases must be approved according to signature authority limits.

F. **Contracts, Change Orders and Amendments** – Contracts and related change orders and amendments must follow the City’s Purchasing Policies and State Law. Contract term lengths should balance the need for value as well as the ability to respond to changing conditions.

G. **Prompt Payment** – In accordance with State Law, all invoices approved for payment by the proper City authorities shall be paid within thirty (30) calendar days of receipt of goods or services or invoice date, whichever is later in accordance with State law. The City will take advantage of all purchase discounts, when possible.
H. **Risk Management** – The City will pursue every opportunity to provide for the Public’s and City employees’ safety and to manage its risks. The goal shall be to minimize the risk of loss of resources through liability claims with an emphasis on safety programs.

I. **Retirement Benefits** – Proposals to revise benefits administered and provided by the Texas Municipal Retirement System shall include a written description, and, detailed and summary numerical assessments of the changes that would result from the proposed benefit revision.

1. The numerical assessments shall include the following:

   a. The estimated change to the TMRS contribution rate that would result from the proposed change in benefits, expressed as a percentage of employee pay and as an annual dollar amount to the General Fund and to each City fund.

   b. The estimated change to the City’s unfunded pension liability, expressed as a dollar amount.

   c. The estimated change to the City’s actuarial funding ratio.

2. The description and numerical assessments must be provided to the City Council at least 72 hours prior to consideration and approval, and must be read aloud to the Council prior to Council consideration.

3. The estimated changes to the City’s contribution rate and the unfunded pension liability presented pursuant to the section must be based on information provided by the TMRS actuary or by a professional actuary authorized by the TMRS to provide such information.

4. Proposals to revise TMRS benefits must be voted on individually as part of the City Council’s legislative agenda.

5. The City will amortize any unfunded actuarial liability (UAAL) over a period not to exceed the amortization period used by the TMRS actuary. The City may amortize its UAAL more quickly by making contributions to TMRS in excess of the rate specified by TMRS.

6. The City may elect to pay a higher contribution rate than required by the TMRS, to reduce the City’s unfunded pension liability. Such payment will be approved and authorized by the City Council as part of the City's annual budget process.

J. **Retirement Cost-of-Living Adjustment**

1. Within 60 days of when the TMRS annual funding update becomes available each year, staff will review and may prepare a summary of costs and options for potential cost-of-living adjustment (COLA) for City of Georgetown retirees.

2. Consistent with state statutes governing the Texas Municipal Retirement System, the City may provide an automatic COLA for members of the TMRS who are retired from the City of Georgetown and receiving a monthly retirement benefit from the TMRS.
3. The City Council may adjust the COLA provided to city retirees based upon the funding level of the City’s pension plan, as calculated by the TMRS, as follows:

<table>
<thead>
<tr>
<th>When the funding level of the City’s pension plan is</th>
<th>The COLA should be</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 70.0%</td>
<td>Zero</td>
</tr>
<tr>
<td>70.0% to 79.9%</td>
<td>0.3% of CPI</td>
</tr>
<tr>
<td>80.0% to 89.9%</td>
<td>0.5% of CPI</td>
</tr>
<tr>
<td>90.0% and greater</td>
<td>0.7% of CPI</td>
</tr>
</tbody>
</table>

4. Adjustments made pursuant to Subsection J.3. should reflect the reciprocal effect of the prospective change in the COLA on the funding level of the City’s pension plan.

K. Deferred Compensation Benefits – In addition to the retirement benefit administered by the TMRS, the City will sponsor a Deferred Compensation 457 plan, which is a supplementary individual retirement savings plan. The City will encourage employee participation in this plan.

VI. STAFFING AND COMPENSATION

City Council and Management recognize the importance of attracting, hiring, developing, and retaining the best people, and compensating them for the value they create. Our outstanding and innovative City employees work diligently to bring the Vision of Council to life and deliver exceptional services to our customers while exemplifying our Core Values. The following programs are subject to available funding in the annual operating budget.

A. Adequate Staffing – Staffing levels will be adequate for the fiscal functions of the City to operate effectively. Workload allocation alternatives will be explored before adding additional staff.

B. Competitive Compensation – In order to maintain a competitive pay scale, the City has implemented a Competitive Employee Compensation Maintenance Program to address competitive market factors and other issues impacting compensation. The program consists of:

1. Annual Pay Plan Review – To ensure the City’s pay system is accurate and competitive within the market, the City will review its pay plans annually for any potential market adjustments necessary to maintain the City’s competitive pay plans.

2. Pay for Performance – Each year the City will fund performance based pay adjustments for regular non-public safety personnel. This merit-based program aids in retaining quality employees by rewarding their performance. Pay for Performance adjustments are based on the employee’s most recently completed performance evaluation.
3. **Public Safety Steps** – Each year the City will fund anniversary step increases for public safety sworn personnel consistent with public safety pay scale design.

C. **Self-Insurance Program** – The City is committed to providing quality healthcare insurance that offers the most flexibility in health benefits and options to its employees. In order to provide the most cost effective solution, the City has determined that establishing a self-funded health insurance plan offers the greatest opportunity to mitigate future cost increases while offering quality health care services to its employees. The City has established a mechanism to manage the accounts and payments associated with this program. Per GASB Statement No. 66, such funding should be accounted for as an Internal Service Fund (ISF).

   1. **Employee Health Insurance ISF** – This fund contains premium contributions from employees and budgeted health insurance contributions included in the City’s annual budget process. To maintain stable revenue to this fund, and to clearly set expenditure expectations for departments, any budgeted appropriations for employee health insurance that are unused at the end of each fiscal year will be transferred back to the self-insurance fund.

   2. **Self-Insurance Reserves** – Annually through the budget process, staff and the City’s Health Benefit Consultant firm will evaluate and recommend to Council the appropriate funding levels for two reserves.

      a. Incurred but Not Reported (IBNR) Reserve: In the event the City stopped self-insuring for health benefits and was required to pay incurred costs, the City will reserve between 5 and 10 percent of the annual costs of claims, benefit administration and stop loss coverage.

      Compliance Status – IBNR reserve FY20\text{21} in compliance.

      b. Rate Stabilization Reserve: To alleviate shocks to the City and employees due to sharp increases in health insurance costs, the City will reserve between 10 and 20 percent of annual medical claims, benefit administration and stop loss coverage. Staff and the benefits consultant will consider a 3 year forecast on premiums when determining to utilize the funds or rebuild the reserve.

      Compliance Status – Rate stabilization reserve FY20\text{21} in compliance.

   3. **Employee Premiums** – Annual premiums will be recommended to City Council through a collaborative process between the City’s Employee Benefit Committee and external Health Benefits consulting firm using historical data, reserves history and other analytic analysis.

VII. **FUND BALANCE POLICIES**

The City’s Fund Balance is the accumulated difference between assets and liabilities within governmental funds, and it allows the City to meet its contractual obligations, fund disaster or emergency costs, provide cash flow for timing purposes and fund non-recurring expenses appropriated by City Council. This policy establishes limitations on the purposes for which Fund Balances can be used in accordance with Governmental Accounting Standards Board (GASB) Statement Number 54.

The City’s Fund Balance will report up to five components:
A. **Non-spendable Fund Balance** – includes inherently non-spendable assets that will never convert to cash, as well as assets that will not convert to cash soon enough to affect the current financial period. Assets included in this category are prepaid items, inventory and non-financial assets held for resale.

B. **Restricted Fund Balance** – represents the portion of fund balance that is subject to legal restrictions, such as grants or hotel/motel tax and bond proceeds.

C. **Committed Fund Balance** – describes the portion of fund balance that is constrained by limitations that the City Council has imposed upon itself, and remains binding unless the City Council removes the limitation.

D. **Assigned Fund Balance** – is that portion of fund balance that reflects the City’s intended use of the resource and is established in a less formal method by the City for that designated purpose.

E. **Unassigned Fund Balance** – represents funds that cannot be properly classified in one of the other four categories.

**VIII. LONG-TERM LIABILITY RESERVES**

The City of Georgetown recognizes certain long-term unfunded commitments and contingencies that will require substantial funding at some point in the future. The City is committed to addressing these commitments in a fiscally prudent method by acknowledging their future financial impacts and developing strategies and designated reserve funds to mitigate those future impacts.

A. *The Finance Director will maintain a list of unfunded liabilities.* The list will be included in the quarterly financial report to Council and considered during the annual budget process.

**IX. BUDGET CONTINGENCY PLAN**

This policy is designed to establish general guidelines for managing revenue shortfalls resulting from local and national economic downturns that adversely affect the City’s revenue streams.

A. **Immediate Action** – Once a budgetary shortfall is projected, the City Manager will take the necessary actions to offset any revenue shortfall with a reduction in current expenses. The City Manager may:

1. Freeze all new hire and vacant positions except those deemed to be a necessity.
2. Review all planned capital expenditures.
3. Delay all "non-essential" spending or equipment replacement purchases.

The City Manager shall report in a timely manner to the City Council the projected shortfall and the actions taken to resolve it.

B. **Further Action** – If the actions identified in subsection A are insufficient to offset the projected revenue deficit for the current fiscal year, the City Council may approve the following actions, in the order listed:

1. Apply unspent, unobligated surplus funds from prior fiscal years to fund one-time costs in the current fiscal year budget.
2. Authorize the use of the General Fund Economic Stability Reserve pursuant to Section XV.A.2.b. Economic Stability Reserve, contingency reserves, capital reserves or any other reserves appropriate as outlined in the sections XII. CAPITAL MAINTENANCE AND REPLACEMENT and XV. FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS.
3. Direct other reductions in services, including workforce reductions.

4. Authorize a temporary reduction in one or more fund’s contingency reserves from 90 days to 75 days, the unobligated fund balance in the General Fund, pursuant to Section XV.A.2.a. Base Level Reserve of this policy, from 90 to 75 days.

C. Replenish Fund Balance – Generally, if any existing reserve is used as described above in the budget contingency plan, the reserve should be restored in the next fiscal year. If the restoration within one year is impractical or places and undo strain of City services, staff shall recommend to Council an alternative timeline that is subject to Council approval. As soon as practical, without placing undue strain on City services, the City Council shall increase the unobligated fund balance in the General Fund, up to the 90-day amount required in Section XV.A.2.a. Base Level Reserve of this policy and shall restore the General Fund Economic Stability Reserve as required in Section XV.A.2.b of this policy.

X. CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET

The City’s goal is to maintain City facilities and infrastructure in order to provide excellent services to the customers within the community, meet growth related needs, and comply with all state and federal regulations.

A. Preparation – The City annually updates and adopts a five-year Capital Improvement Program (CIP) schedule as part of the operating budget adoption process. The plan is reviewed and adjusted annually as needed, and year one is adopted as the current year capital budget. The capital budget will include all capital projects, capital resources, and estimated operational impacts.

1. Needed capital improvements are identified through system models, repair and maintenance records and growth demands.

2. A team approach will be used to prioritize CIP projects, whereby City staff from all operational areas provide input and ideas relating to each project and its effect on operations.

3. Citizen involvement and participation will be solicited in formulating the capital budget through master planning processes, board meetings, public hearings and other forums.

4. Capital infrastructure necessary to meet the requirements of the City’s Annexation Plan will be identified separately within the CIP plan, so that funding alternatives can be developed if needed.

Prior to Council approval, the following Advisory Boards will review the Capital Projects budget and contracts for expenditures:

B. **Control** – All capital project expenditures must be appropriated in the capital budget.

C. **Financing Programs** – Where applicable, assessments, impact fees, pro rata charges, or other fees should be used to fund capital projects which have a primary benefit to specific identifiable property owners. Debt financing is referenced in *Section XIV. Debt Management* of this document.

**XI. CAPITAL MAINTENANCE AND REPLACEMENT**

The City recognizes that deferred maintenance increases future capital costs. Therefore, a portion of all individual funds with infrastructure should be budgeted each year to maintain the quality within each system.

A. **Infrastructure Maintenance** — On-going maintenance and major repair costs are included as expense within the departmental operating budgets. These costs are generally considered system repairs and are not capitalized for accounting purposes. They include such items as park and recreation facility repairs, street repair, water line repairs and other general system maintenance.

B. **Modified Approach — Pavement Condition Index (PCI)** — Governmental Accounting Standards Board Statement # 34 provides for an alternative approach to depreciation for measuring the value of infrastructure assets and the related costs incurred to maintain their service life at a locally established minimum standard. The City has elected to implement this modified approach in maintaining its non-enterprise fund infrastructure assets. In order to adopt this alternative method, the City has implemented an asset management system that determines if the minimum standards are being maintained. This measurement system will be updated at least every 3 years.

The City uses a Pavement Management Information System to track the condition levels of each of the street sections. The condition of the pavement is based on the following factors:

- Type of Distress
- Amount of Distress
- Severity of Distress
- Deduct Values (function of first three)

The Pavement Condition Index (PCI) is a measurement scale is based upon a condition index ranging from zero for a failed pavement to 100 for pavement with perfect condition. The condition index is used to classify pavement in the following conditions:

<table>
<thead>
<tr>
<th>PCI</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 – 85</td>
<td>Good</td>
</tr>
<tr>
<td>85 – 45</td>
<td>Fair</td>
</tr>
<tr>
<td>45 – 0</td>
<td>Poor</td>
</tr>
</tbody>
</table>
The City’s administrative policy is to achieve an average PCI level of 85. An 85 PCI is considered maintaining the streets in a “good” condition. Staff will prepare a street maintenance budget that meets this target for Council’s consideration during the budget process. The PCI level as of 2018 was 85.5.

C. Internal Service Funds Capital Maintenance & Replacement – The City currently utilizes internal service funds to maintain and replace existing assets. Assessments are made to other funds for the use of existing equipment and to purchase new equipment. In this way, suitable funds are available for the purchase of operational assets without the issuance of debt.

1. Fleet Maintenance and Replacement – The City has a major investment in its fleet of cars, trucks, tractors, and other equipment. The City will anticipate replacing existing equipment, as necessary and will establish charges that are assigned to the using departments to account for the cost of that replacement. Vehicle maintenance is also allocated in this manner. The targeted asset replacement reserve amount is the average \(\frac{1}{5}\) of the next five years on the replacement schedule for cash-funded vehicles.

   **Compliance Status – Fleet replacement reserve FY20210 in compliance.**

   It is the general policy of the City not to hold back vehicles or equipment from replacement or disposition. Departmental requests to hold back units must be approved by the Fleet Manager and the City Manager.

2. Technology – It is the policy of the City to plan and fund the maintenance and replacement of its computer network and other technology systems. A reserve will be established within the ISF for replacement of major systems and will be funded over time through excess revenues within the Fund. The targeted amount is the average \(\frac{1}{5}\) of the next five years on the replacement schedule. While cash funding is preferred, major IT systems and projects may require debt that is amortized over a shorter useful life appropriate for the software or hardware.

   **Compliance Status – IT replacement reserve FY20210 in partial compliance. The IT Fund will need to increase recovery rates in future years to cover the purchase of the fiber asset from Electric Fund.**

3. Facilities Maintenance – The City has established an on-going maintenance program, which includes major repairs, equipment, as well as contracts for maintaining City facilities. The City has anticipated a useful life of such equipment and established a means of charging those costs to the various departments in order to recognize the City’s continuing costs of maintaining its facilities. Determination for facility repairs is based on useful life of the various elements of each facility. A proportional cost for each element is expensed within the budget for capital replacement. The targeted replacement reserve amount is the average \(\frac{1}{5}\) of the next five years on the replacement schedule.

   **Compliance Status – Facilities replacement reserve FY20210 partial compliance. Due to the economic impacts of the pandemic, the City has elected not to increase recovery rates to build the reserve to compliance. It is estimated to take 24 additional years to build the replacement reserve.**

D. Departmental Capital Maintenance & Replacement – The City also utilizes department capital maintenance and replacement schedules for specialized assets and equipment necessary to provide services.
1. **Parks and Recreation** – As part of the City’s on-going maintenance program, the City also recognizes the need to regularly maintain and replace playgrounds, equipment and facilities that are part of the City’s Parks and Recreation system. Separate replacement and maintenance schedules will be maintained for these items including, but not limited to, playground equipment, buildings, sport courts, trees and grounds, and restroom facilities. The City’s goal is to provide level on-going funding to ensure safe, well-maintained facilities for its citizens. The current funding level is an annual $297,000 transfer from the General Fund.

_Compliance Status – Parks maintenance replacement FY2020 in partial compliance. Due to the economic impacts of the pandemic, the General Fund is transferring $50,000._

2. **Public Safety Equipment** – As part of the City’s on-going maintenance program, the City also recognizes the need to regularly maintain and replace specialized equipment in Police and Fire. Separate replacement and maintenance schedules will be maintained for these items including but not limited to for Fire: SCBA’s and other firefighting equipment and protective gear; and for Police: bullet proof vests, armaments and other tactical equipment. The City’s goal is to provide level on-going funding to ensure proper protection for employees and residents. The current funding level is an annual appropriation in the General Fund of $80,000 for Fire and $88,000 for Police.

_Compliance Status – Public safety equipment replacement FY2020 in partial compliance. Due to the economic impacts of the pandemic, reductions were made to General Fund base budgets including public safety equipment._

**E. Surplus Property**

1. From time to time it is necessary to dispose of certain vehicles or equipment that have been procured with City funds and used in City services. Individual surplus property items with expected sales value in excess of $50,000 must be approved by the City Council prior to disposition.

2. City staff will maintain reports and records of all surplus property dispositions in accordance with good internal controls.

**XII. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING**

A. **Accounting** – The City is solely responsible for the recording and reporting of its financial affairs, both internally and externally. The Finance Director is responsible for establishing the structure for the City’s Chart of Accounts and for assuring that procedures are in place to properly record financial transactions and report the City’s financial position.

B. **General Government and Finance Advisory Board (GGAF)** – The City may establish a subcommittee consisting of at least 2 City Council members and not more than 3 citizens that may meet monthly to provide additional oversight to the City’s Finance operations. This subcommittee will also review general government items that are not reviewed by another City advisory board before being presented to City Council. The City’s Finance Director will be the liaison for this subcommittee.

C. **Audit of Accounts** – In accordance with the Charter, an independent audit of the City accounts will be performed every year. The auditor is retained by and is accountable directly to the City Council. The auditing
firm will serve for up to 5 years, at which time, the City will re-bid these services and change firms if deemed necessary by GGAF and City Council.

D. **External Reporting** – Upon completion and acceptance of the annual audit by the City’s auditors, the City shall prepare a written Comprehensive Annual Financial Report (CAFR) which shall be presented to the City Council within 180 calendar days of the City’s fiscal year end. The CAFR shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and shall be presented annually to the Government Finance Officer Association (GFOA) for evaluation and consideration for the Certificate of Achievement in Financial Reporting.

XIII. **ASSET MANAGEMENT**

A. **Cash Management and Investments** – The City Council has formally approved a separate Investment Policy for the City of Georgetown that meets the requirements of the Public Funds Investment Act (PFIA), Section 2256 and 2257 of the Texas Local Government Code. This policy is reviewed annually by the City Council and applies to all financial assets held by the City and applies to all entities (component units) included in the City’s Comprehensive Annual Financial Report (CAFR) and/or managed by the City. Refer to the separate policy for details regarding:

1. Statement of Cash Management Philosophy
2. Objectives
3. Safekeeping and Custody
4. Standard of Care and Reporting
5. Investment Strategies
6. Authorized Investments and Approved Broker/Dealer List.

B. **Fixed Assets** – These assets will be reasonably safeguarded and properly accounted for, and prudently insured.

1. **Capitalization Criteria** – For purposes of budgeting and accounting classification, the following criteria must be met in order to be capitalized:

   a. The asset owned by the City
   b. The expected useful life of the asset must be longer than one year, or extend the life of an identifiable existing asset by more than one year
   c. The original cost of the asset must be at least $5,000
   d. The asset must be tangible, or uniquely intangible like a trademark.

On-going repairs and general maintenance are not capitalized. Public Education and Government (PEG) Funds will capitalize assets in aggregate over $1,000 on an annual basis.

2. **New Purchases** – All costs associated with bringing the asset into working order will be capitalized as part of the asset cost. This will include startup costs, engineering or consultant type fees as part
of the asset cost once the decision or commitment to purchase the asset is made. The cost of land acquired should include all related costs associated with its purchase.

3. **Improvements and Replacement** – Improvements will be capitalized when they extend the original life of an asset or when they make the asset more valuable than it was originally. The replacement of assets components will normally be expensed unless they are a significant nature and meet all the capitalization criteria.

4. **Contributed Capital** – Infrastructure assets received from developers or as a result of annexation will be recorded as equity contributions when they are received.

5. **Distributions Systems** – All costs associated with public domain assets, such as streets and utility distribution lines will be capitalized in accordance with the capitalization policy. Costs should include engineering, construction and other related costs including right of way acquisition.

6. **Reporting and Inventory** – The Finance Division will maintain the permanent records of the City’s fixed assets, including description, cost, department of responsibility, date of acquisition, depreciation and expected useful life. Periodically, random sampling at the department level will be performed to inventory fixed assets assigned to that department. Responsibility for safeguarding the City’s fixed assets lies with the department supervisor or manager whose department has been assigned the asset.

**XIV. DEBT MANAGEMENT**

The City of Georgetown recognizes the primary purpose of capital facilities is to provide services to the community. Using debt financing to meet the capital needs of the community must be evaluated according to efficiency and equity. Efficiency must be evaluated to determine the highest rate of return for a given investment of resources. Equity is resolved by determining who should pay for the cost of capital improvements. In meeting demand for additional services, the City will strive to balance the needs between debt financing and “pay as you go” methods. The City realizes that failure to meet the demands of growth may inhibit its continued economic viability, but also realizes that too much debt may have detrimental effects on the City’s long-range financial condition.

The City will issue debt only for the purpose of acquiring or constructing capital assets for the general benefit of its citizens and to allow it to fulfill its various purposes as a city. The City will seek input on major projects funded with debt via bond elections, master planning exercises, board meetings, budget workshops, and other methods as needed.

A Debt Condition Update report will be provided annually.

A. **Usage of Debt** – Long-term debt financing will be considered for non-continuous capital improvements of which future citizens will benefit. Alternatives for financing will be explored prior to debt issuance and include, but not limited to:

- Grants
- Use of Reserve Funds
- Use of Current Revenues
- Contributions from developers and others
- Leases
- Impact Fees

When the City utilizes long-term financing, it will ensure that the debt is soundly financed by conservatively projecting revenue sources that will be used to pay the debt. It will not finance the improvement over a period greater than the useful life of the improvement and it will determine that the cost benefit of the improvement, including interest costs, is positive to the community.

The City may utilize the benefits of short-term debt financing to purchase operating equipment provided the debt doesn’t extend past the useful life of the asset and the potential impact to the tax rate is within policy guidelines.
B. **Types of Debt**

1. **General Obligation Bonds (GO’s)** – General obligation bonds must be authorized by a vote of the citizens of Georgetown. They are used only to fund capital assets of the general government and are not to be used to fund operating needs of the City. The City’s ad valorem taxing authority backs general obligation bonds. Conditions for issuance of general obligation debt include:

   a. When the project will have a significant impact on the tax rate;

   b. When the project may be controversial even though it is routine in nature; or

   c. When the project falls outside the normal bounds of projects the City has typically done.

   For debt programs that include multiple projects that will be issued over multiple years at the discretion of the City Council, the City may approve an *Agreement with the Voters* to manage future property tax rate impacts. The Agreement with the Voters will be included in educational information for all applicable GO Bond elections, and will include a maximum annual tax rate increase and a cumulative total per bond authorization maximum tax rate increase. The City will include these impacts in its annual Debt Condition report.

   The City Council will carefully manage the **unissued GO Bond authorization** through annual review of related projects to ensure full disclosure on future timing of projects included in the bond package. Timing of authorized projects and related bond issuance will be included in the Annual Budget and published on the City’s website. Any changes to this schedule require specific Council authorization.

2. **Revenue Bonds** – Revenue bonds will be issued to provide for the capital needs of any activities where the capital requirements are necessary for the continuation or expansion of a service. The improved activity shall produce a revenue stream to fund the debt service requirements of the necessary improvement to provide service expansion. The average life of the obligation should not exceed the useful life of the asset(s) to be funded by the bond issue, and will generally be limited to no more than twenty (20) years. An exception can be made for plant expansions or related system expansions whose useful life is in excess of 30 years. A cost benefit analysis will be done to fully disclose the impacts of extending debt beyond 20 years.

3. **Certificates of Obligation, Contract Obligations (CO’s)** – Certificates of obligation or contract obligations may be used to fund capital requirements that are not otherwise funded by general obligation or revenue bonds. Debt service for CO’s may be either from general revenues (tax-supported) or supported by a specific revenue stream(s) or a combination of both. Typically, the City may issue CO’s when the following conditions are met:

   a. When the proposed debt will have minimal impact on future effective property tax rates;

   b. When the projects to be funded are within the normal bounds of City capital requirements, such as for roads, parks, various infrastructure and City facilities and equipment; and

   c. When the average life of the obligation does not exceed the useful life of the asset(s) to be funded by the issue.

   Certificates of obligation will be the least preferred method of financing and will be used with prudent care and judgment by the City Council during the budget development process.
4. **Self-supporting Certificates of Obligation Debt** – Refers to certificates of obligation issued for a specific purpose and repaid through dedicated revenues other than ad valorem taxes. The annual debt requirements are not included in the property tax calculation. Both the Airport and Stormwater Drainage funds will issue this type of debt. In addition, the Electric and Water Services Funds can utilize this method of funding non-system capital assets. The City also issues debt on behalf of the Georgetown Transportation Enhancement Corporation (GTEC) and the Georgetown Economic Development Corporation (GEDCO) whom then pledge 4A and 4B sales tax revenue for the repayment of that debt. Tax Increment Reinvestment Zones also may issue self-supporting debt.

5. **Internal borrowing between City Funds** – The City Council can authorize use of existing long-term reserves as loans between funds. The borrowing fund will repay the loan at a rate consistent with current market conditions. The loan will be repaid within ten (10) years. The loan will be considered an investment of working capital reserves by the lending fund.

6. **Other Short-term Borrowing** – The City may authorize the issuance of Public Property Finance Contractual Obligations (PPFCO) which is short-term obligations for the acquisition of personal public property, such as equipment. PPFCOs are payable from either ad valorem taxes or another dedicated revenue stream. Each issuance will be assessed to ensure cost effectiveness and the repayment schedule will not exceed the useful life of the asset. Multiple equipment acquisitions can be grouped in a single PPFCO issue in order to develop economies of scale.

C. **Method of Sale** – The City will use a competitive bidding process in the sale of bonds unless conditions in the bond market or the nature of the issue warrant a negotiated bid or other method. In such situations, the City will publicly present the reasons for the negotiated sale. The City will rely on the recommendation of the financial advisor in the selection of the underwriter or direct purchaser. The financial advisor must meet all licensing requirements and comply with all Municipal Securities Rulemaking Board (MSRB) regulations. The City’s financial advisor will not act as the underwriter on any City bond issue.

D. **Disclosure** – Full disclosure of operating costs along with capital costs will be made to the bond rating agencies and other users of financial information. The City staff, with assistance of the financial advisor and bond counsel, will prepare the necessary materials for presentation to the rating agencies and will aid in the production of the Preliminary Official Statements. The City will take responsibility for the accuracy of all financial information released.

E. **Federal Requirements** – The City will maintain written procedures to follow post issuance compliance rules, arbitrage rebate and other Federal requirements.

   1. Post issuance tax compliance rules will include records retention, arbitrage rebate, use of proceeds, and

   2. Continuing disclosure requirements under SEC Rule 15c2-12, MSRB standards, or as may be required by bond covenants or related agreements.

F. **Debt Structuring** – The City will issue bonds with an average life of twenty (20) years or less, not to exceed the useful life of the asset acquired. The structure should approximate level debt service unless operational matters dictate otherwise. Market factors, such as the effects of tax-exempt designations, the cost of early redemption options and the like, will be given consideration during the structuring of long term debt instruments. Exceptions to the 20 year average life include debt issues for major system expansions, such as
water, sewer or electric plants, in which case the City may issue debt greater than 20 years since the average life of the asset exceeds 30 years. A cost benefit analysis indicating the impacts of extending debt beyond 20 years will be completed.

G. **Utility and Self-Supporting Debt Coverage Ratio** – Refers to the number of times all utility supported debt service requirements or payments would be covered by the current operating revenues net of on-going operating expenses of the City’s combined utilities (Electric, Water, and Wastewater).

The City will maintain a minimum debt service coverage ratio of 1.5 times for the utilities as a whole. The bond ordinances allow the City to forego a debt reserve fund for its utility debt if the coverage is maintained at 1.35 times or better. A coverage ratio of 1.5 times will also be required for all funds issuing self-supporting debt (Airport, Stormwater, GTEC, GEDCO, and TIRZ).

*Compliance Status – Debt coverage ratio FY2021 in compliance.*

H. **Bond Reimbursement Resolutions** – The City may utilize bond reimbursements as a tool to manage its debt issues, due to arbitrage requirements and project timing. In so doing, the City uses its capital reserve cash to delay bond issues until such time when issuance is favorable and beneficial to the City.

The City Council may authorize a bond reimbursement resolution for General Capital projects that have a direct impact on the City’s ad valorem tax rate when the bonds will be issued within the term of the existing City Council. In the event of unexpected circumstances that delay the timing of projects, or market conditions that prohibit financially sound debt issuance, the approved project can be postponed and considered by a future council until circumstantial issues can be resolved.

The City Council may also authorize revenue bond reimbursements for approved utility and other self-supporting capital projects within legislative limits. Currently revenue bonds must be issued within 18 months after an eligible bond funded project is begun.

The total outstanding bond reimbursements may not exceed the total amount of the City’s reserve funds.

XV. **FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS**

The City of Georgetown will maintain budgeted minimum reserves in the ending working capital/fund balances to provide a secure, healthy financial base for the City in the event of a natural disaster or other emergency, allow stability of City operations should revenues fall short of budgeted projections and provide available resources to implement budgeted expenditures without regard to actual timing of cash flows into the City. Generally, if any existing reserve is used to cover expenses as described, the reserve should be restored in the next fiscal year. If the restoration within one year is impractical or places and undo strain of City services, staff shall recommend to Council an alternative timeline that is subject to Council approval.

A. **Operational Coverage** – The City’s goal is to maintain operations coverage of 1.0 (one), such that operating revenues will at least equal or exceed current operating expenditures. Deferrals, short-term loans, or one-time sources will be avoided as budget balancing techniques. Reserves will be used only for emergencies or non-recurring expenditures, except when balances can be reduced because their levels exceed guideline minimums as stated below.
1. Operating Reserves – The City will maintain reserves at a minimum of seventy-five (75) days (20.83%) of net budgeted operating expenditures. Net budgeted operating expenditure is defined as total budgeted expenditures less interfund transfers and charges, capital improvements, direct cost for purchased power, debt service, non-operating special revenue funds and payments to third party grant agents. The amount of these funds are allocated within the following operating funds and using the following guidelines to maintain the fund balance, working capital and retained earnings (reserves) of the various operating funds at levels sufficient to protect the City’s creditworthiness, as well as, its financial position from unforeseeable emergencies. For asset replacement reserves, see Section XI. Capital Maintenance and Replacement.

Compliance Status – 75 day citywide reserves FY2021 in compliance.

2. General Fund – General Fund reserves will be assigned on the balance sheet. Reserves are allocated as follows:

a. Base Level Reserve – will equal ninety (90) days, or 25%, of current year budgeted operating expenditures designated for emergency use only. If the Base Level Reserve is used during the fiscal year, the balance must return to the ninety (90) day requirement within the following fiscal year’s adopted budget.

Compliance Status – General Fund 90 day Reserve FY2021 in compliance.

b. Economic Stability Reserve – will equal up to 6% of current year budgeted operating expenditures. The reserve will be designated to temporarily offset a decline in any General Fund revenue source during the current fiscal year or in planning the future budget year. The reserve may be used when growth in any General Fund revenue source from one fiscal year to the next is below zero. The reserve will be available to support only existing programs approved in a prior fiscal year. Used funds shall be restored up to the 6% reserve as soon as practical.

Compliance Status – General Fund Stability Reserve FY2021 at 03%.

3. Tourism Fund – A minimum ninety (90) days of operating expenditures will be reserved within the fund balance. These funds are designated to be used to offset any potential revenue shortfall that occurs during the fiscal year and should be replenished in the following fiscal year’s budget.

Compliance Status – Tourism Fund Reserve FY2021 in compliance.

4. Joint Services Fund – A minimum ninety (90) days of operating expenses will be reserved for unexpected delays in revenue or emergency expenses.

Compliance Status – Joint Services Fund Reserve FY2021 partial compliance. Due to the economic impact of the pandemic, the City is not increasing recovery rates to build this reserve. It is estimated to take approximately 3 years to build the reserve to 90 days.

5. Fleet Fund – A minimum ninety (90) days of operating expenses will be reserved for unexpected delays in revenue or emergency expenses.

Compliance Status – Fleet Fund Reserve FY2021 in compliance.
6. **Facilities Fund** - A minimum ninety (90) days of operating expenses will be reserved for unexpected delays in revenue or emergency expenses.

   **Compliance Status** – Facilities Fund Reserve FY2021 in compliance.

7. **Information Technology Fund** - A minimum ninety (90) days of operating expenses will be reserved for unexpected delays in revenue or emergency expenses.

   **Compliance Status** – IT Fund Reserve FY2021 in compliance.

8. **Water Services Fund** – The Water Fund will maintain the following reserves and assign them on the balance sheet. These reserves are designated to be used to offset potential revenue shortfalls or fund unexpected or emergency expenses that occur during the fiscal year. These reserves should be replenished in the following budget cycle.

   a. **Operations Contingency Reserve** – A minimum ninety (90) days or 25% of operating expenses, including wholesale water contracts and net of transfers, designated for unexpected or emergency use during the fiscal year.

   **Compliance Status** – Operating Water Fund Reserve FY2021 in compliance.

   b. **Non-Operating Contingency Reserve** – to maintain continuity of debt payments, capital projects and to begin recovering from a natural disaster during the lag time of revenue recovery. This reserve will be evaluated annually as part of the budget process, considering the 5 year CIP and future debt requirements.

   **Compliance Status** – Non-operating Water Fund Reserve FY2021 in compliance.

9. **Stormwater Drainage Fund** – The Stormwater Fund will maintain the following reserves and assign them on the balance sheet:

   a. A minimum ninety (90) days or 25% of operating expenses, will be reserved in fund balance. These funds are designated to be used to offset any potential revenue shortfall that occurs during the fiscal year and should be replenished in the following fiscal year’s budget.

   **Compliance Status** – Contingency Reserve FY2021 in compliance.

   b. A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

   **Compliance Status** – Debt Service Reserve FY2021 in compliance.

10. **Electric Fund** – The Electric Fund will maintain the following reserves and assign them on the balance sheet:

    a. Operations Contingency Reserve – A minimum ninety (90) days or 25% of operating expenses, net of transfers and purchased power, designated for unexpected or emergency use during the fiscal year and to be replenished in the following year’s budget.
b. Rate Stabilization Reserve – Up to 10% of purchased power costs will be reserved to protect against energy market exposure and to maintain wholesale power contracts and stability until expenses are recovered through revenue generated in the Power Cost Adjustment Factor.

Compliance Status – Rate stabilization reserve FY20 in partial compliance. It is estimated to take 3 years to build this reserve after enacting the new cost of service rate structure and PCA.

c. Non-Operating Contingency Reserve – to maintain continuity and begin recovery process from a natural disaster during the lag time of revenue recovery:
   • 1% of historical rate base (total assets plus accumulated depreciation)
   • 1/5th of the average cash funded portion of the 5 year CIP
   • At least 50% of annual debt service payment

Compliance Status – Non-operating reserve FY20 not in partial compliance. It is estimated to take 13 years to complete this reserve after enacting the new cost of service rate structure and PCA.

d. Uses of Unanticipated and Unappropriated Electric Fund Balances – In the event that fund balance in the Electric Fund exceeds recommended minimum cash as enumerated in the above reserves, the funds may be used for the following purposes as approved by the City Council:
   • Reduce the Power Cost Adjustment
   • Reduce outstanding utility debt
   • Fund capital projects
   • Fund other one-time projects or equipment

11. Airport Fund – The Airport Fund will maintain the following reserves and assign them on the balance sheet;
   a. A contingency reserve of ninety (90) days of operating expenses will be maintained in the fund for unforeseen or emergency expenditures. The reserve will represent all operating expenses minus fuel costs and any transfers. Used funds should be replenished in the following year’s budget.

Compliance Status – Contingency Reserve FY20 in compliance.

b. A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

Compliance Status – Debt Service Reserve FY20 in compliance.

12. GEDCO Fund –
   a. A contingency reserve equal to 25% of budgeted sales tax revenue.

Compliance Status – Contingency Reserve FY2021 in compliance.
a. A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

Compliance Status – Debt Service Reserve FY2021 in compliance.

13. GTEC Fund –
   a. A contingency reserve equal to 25% of budgeted sales tax revenue.

   Compliance Status – Contingency Reserve FY2021 in compliance.

   a. A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

   Compliance Status – Debt Service Reserve FY2021 in compliance.

14. Rivery TIRZ Fund – A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

   Compliance Status – Debt Service Reserve FY2021 in partial compliance. It is estimated to take two years to complete this new reserve.

15. Downtown TIRZ Fund – A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

   Compliance Status – Debt Service Reserve FY2021 in partial compliance. It is estimated to take one year to complete this new reserve.

15. Cemetery Fund – A perpetual reserve should build over time so that interest earnings can offset annual operational costs. The General Fund makes an annual transfer of $75,000 to this fund.

   Compliance Status – In FY2021 not in compliance. Due to the economic impact of the pandemic, the General Fund is transferring $35,000. The reserve has $560,000. Annual operational costs are $100,000. With an interest rate of 2%, the reserve needs a balance of $5 million to support operations. This fund is not likely to build this level of reserve without a significant change in revenue.

For all other funds, the fund balance is an indication of the balance of each particular fund at a specific time. The ultimate goal of each such fund is to have expended the fund balance at the conclusion of the activity for which the fund was established.

Reserve requirements will be calculated as part of the annual budget process and any additional required funds to be added to the reserve balances will be appropriated within the budget.

Funds in excess of the minimum reserves within each fund may be expended for City purposes at the will of the City Council once it has been determined that use of the excess will not endanger reserve requirements in future years. This action requires an amendment to the City’s Annual Budget and is outlined in Section III. J. Use of Unanticipated and Unappropriated General Fund Balances.

B. Liabilities and Receivables – Procedures will be followed to maximize discounts and reduce penalties offered by creditors. Current liabilities will be paid within 30 days of receiving the invoice. Accounts Receivable procedures will target collection for a maximum of 90 days of service. The Finance Director is authorized to
write-off non-collectible, non-utility accounts that are delinquent for more than 180 days, and utility accounts delinquent more than 180 days, provided proper delinquency procedures have been followed, and include this information in the Comprehensive Annual Financial Report to the City Council.

C. **Capital Project Funds** – Every effort will be made for all monies within the Capital Project Funds to be expended in a timely manner preferably within thirty-six (36) months of receipt. Due to the long timeline of some projects, unused cash or bond proceeds will be reserved on the fund schedule and appropriated when needed. The fund balance will be invested and income generated will offset increases in construction costs or other costs associated with the project. Capital project funds are intended to be expended totally, with any unexpected excess to be approved for use according to the bond covenant and opinion of bond counsel.

D. **General Debt Service Funds** – Revenues within this fund are stable, based on property tax revenues. Balances are maintained to meet contingencies and to make certain that the next year’s debt service payments may be met in a timely manner. Fund balance should not fall below 45 days annual debt service requirements, in accordance with IRS guidelines.

**Compliance Status – Debt Fund Reserve FY2020 in compliance.**

E. **Investment of Reserve Funds** – The reserve funds will be invested in accordance with the City’s investment policy.

F. **Ratios/Trend Analysis** – Ratios and significant balances will be incorporated into the quarterly financial reports to the City Council for the Electric, Water and General Debt Service Funds. This information will provide users with meaningful data to identify major trends of the City's financial condition through analytical procedures. The following ratios/balances will be used as key financial indicators:

- **Debt Ratio:**
  
  \[
  \frac{CL + LTL}{TA} \quad AL < 0.5
  \]

- **Times Coverage Ratio:**
  
  \[
  \frac{(OR - OE)}{DSV} \quad AL > 1.5
  \]

The City will develop minimum/maximum levels for the above ratios/balances through analyzing of City historical trends and future projections.

XVI. **RISK MANAGEMENT AND INTERNAL CONTROLS**

A. **Written Procedures** – Wherever possible, written procedures will be established and maintained by the Finance Director for all functions involving cash handling and/or accounting throughout the City. These procedures will embrace the general concepts of fiscal responsibility set forth in this policy statement.

B. **Internal Audit Program** – An internal audit program will be maintained by the Finance Director to ensure compliance with City policies and procedures and to prevent the potential for fraud.
1. **Departmental Audits** – departmental processes will be reviewed to ensure dual control of City assets and identify the opportunity for fraud potential, as well as, to ensure that departmental internal procedures are documented and updated as needed.

2. **Employees or Transaction Review** – Programs to be audited include Petty Cash, City Credit Card accounts, time entry, and travel. All discrepancies will be identified, and the employee’s Director will be notified. The City Manager will also be notified depending on the seriousness of the infraction.

3. **Fraud Awareness and Reporting** – The City will maintain its personnel policy regarding fraud. The will maintain an arrangement with a third party for anonymous reporting of fraud, waste or abuse of City resources. The City will provide training to all City employees on recognizing and reporting fraud.

4. The Finance Director and City Manager will present an annual audit plan to the General Government and Finance board. Results of all internal audits will be provided to the GGAF and City Council at year-end.

C. **Directors Responsibility** – Each Director is responsible for ensuring that good internal controls are followed throughout their department, that all Finance Division directives are implemented and that all independent auditor internal control recommendations are addressed. Departments will develop and periodically update written internal control procedures.

D. **Cybersecurity** – The Information Technology department shall regularly assess new forms of security risk and maintain multiple layers of protections and controls to thwart cyber attacks. The City will provide regular cybersecurity awareness training for all employees.

E. **Electric Utility Risk** – Chapter 13.38 of the City’s Code of Ordinances establishes Council’s authority to oversee all risk of the Electric utility including CRR auctions, wholesale power agreements, futures contracts, and other transactions that expose the City to significant risk.
SUBJECT:
Second Reading of an Ordinance levying a tax rate for the City of Georgetown for the tax year 2020 -- Leigh Wallace, Finance Director

ITEM SUMMARY:
This ordinance sets the ad valorem tax rate for the tax year 2020. This rate is based on net taxable property values at January 1, 2020, to assess taxes for collection during fiscal year 2021. The rate of $0.41800 per $100 valuation is the proposed tax rate for 2020 which is a decrease in the rate of $0.42000 from the prior year.
The tax rate includes a portion to fund existing debt service, and a portion to fund maintenance and operations of the City. The 2020 No New Revenue rate is $0.422127. The No New Revenue Rate adjusted for sales tax for property tax relief is $0.389738. The 2020 Voter Approval rate adjusted for property tax relief is $0.418013. The proposed rate of $0.41800 is between the No New Revenue and Voter Approval rates adjusted for sales tax.

<table>
<thead>
<tr>
<th>Per $100 Valuation</th>
<th>FY2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>No New Revenue Tax Rate – Adjusted for Sales Tax</td>
<td>0.389738</td>
</tr>
<tr>
<td><strong>Proposed Tax Rate</strong></td>
<td><strong>0.418000</strong></td>
</tr>
<tr>
<td>Voter Approval Tax Rate – Adjusted for Sales Tax</td>
<td>0.418013</td>
</tr>
<tr>
<td>No New Revenue Tax Rate</td>
<td>0.422127</td>
</tr>
</tbody>
</table>

The average existing taxable homestead value decreased by 2.3% compared to 2019. A homeowner with an existing average taxable homestead value of $278,001 will pay approximately $34 less in taxes than in the previous year.

The City held a public hearing on the tax rate on September 8, 2020. The tax levy was approved on first reading on September 8, 2020.

FINANCIAL IMPACT:
This tax rate is used in funding the proposed 2021 Annual Budget.

COMMENTS

Motion language:
I move to adopt the property tax rate of 41.8 cents per $100 of assessed valuation for the tax year 2020.

SUBMITTED BY:
Danella Elliott

ATTACHMENTS:

- Proposed Ordinance
- CGT Notice of Tax Rates
- Notice of Public Hearing on Tax Rate
- Tax Assessors Tax Rate Worksheet
ORDINANCE NUMBER ________________

AN ORDINANCE LEVYING A TAX RATE FOR THE CITY OF GEORGETOWN, TEXAS, FOR THE TAX YEAR 2020; PROVIDING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown, Texas is an incorporated Home Rule city dependent upon taxes to provide its citizens with services; and

WHEREAS, the City of Georgetown, Texas published the required notices; and

WHEREAS, the City of Georgetown, Texas held a public hearing on September 8, 2020; and

WHEREAS, all notification and public hearing requirements have been satisfied; and

WHEREAS, the City Council finds it necessary to levy taxes for the 2021 fiscal year for the City of Georgetown, Texas; and

WHEREAS, the tax rate is a decrease from the current rate, a decrease from the No New Revenue Rate, and a decrease from the Voter Approval Rate; and

WHEREAS, this tax rate will raise more taxes for maintenance and operations than last year’s tax rate; and

WHEREAS, the tax rate will effectively be raised by negative 11 percent and will raise taxes for maintenance and operations on a $100,000 home by approximately negative $25;

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 (the "City Council") hereby finds that all of the prerequisites to the levying of a tax rate for this City for the tax year 2020, (including, without limitation, certifications, notices, submittals, and public hearings) as required by law have been complied with.
SECTION 3. The City Council does hereby levy and adopt the tax rate on $100 valuation for the tax year 2020 as follows:

$0.19318 for the purpose of maintenance and operation
$0.22481 for the principal and interest on debt of this city
$0.41800 total tax rate

SECTION 4. If any section, paragraph, clause, phrase, or provision of this Ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part so declared to be invalid or unconstitutional.

SECTION 5. This Ordinance shall become effective upon adoption of its second and final reading by the City Council of the City of Georgetown, Texas.

PASSED AND APPROVED on First Reading on the 8th day of September, 2020.

PASSED AND APPROVED on Second Reading on the 22nd day of September, 2020.

ATTEST: 

THE CITY OF GEORGETOWN:

________________________________________
Robyn Densmore
City Secretary

By: Dale Ross
Mayor

APPROVED AS TO FORM:

________________________________________
Skye Masson
City Attorney
2020 Notice of Tax Rates in City of Georgetown

Property Tax Rates in City of Georgetown. This notice concerns the 2020 property tax rates for City of Georgetown. This notice provides information about two tax rates. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. The voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per $100 of property value.

This year's no-new-revenue tax rate:

Last year's adjusted taxes (after subtracting taxes on lost property) $23,862,823
This year's adjusted taxable value (after subtracting value of new property) $5,652,983,255

=This year's no-new-revenue tax rate
+This year's adjustments to the no-new-revenue tax rate
=This year's adjusted no-new-revenue tax rate

This is the maximum rate the taxing unit can propose unless it publishes a notice and holds a hearing.

This year's voter-approval tax rate:

Last year's adjusted operating taxes (after adjusting as required by law) $12,320,320
This year's adjusted taxable value (after subtracting value of new property) $5,652,983,255

× (1.035 or 1.08, as applicable) = this year's maximum operating rate
+This year's debt rate
+The unused increment rate, if applicable
=This year's total voter-approval tax rate

This is the maximum rate the taxing unit can adopt without an election for voter approval.

Unencumbered Fund Balances:
The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

<table>
<thead>
<tr>
<th>Type of Fund</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>I &amp; S</td>
<td>$136,577</td>
</tr>
</tbody>
</table>

2020 Debt Service:
The taxing unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).
<table>
<thead>
<tr>
<th>Description of Debt</th>
<th>Principal or Contract Payment to be Paid from Property Taxes</th>
<th>Interest to be Paid from Property Taxes</th>
<th>Other Amounts to be Paid</th>
<th>Total Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Safety</td>
<td>$3,757,997</td>
<td>$1,760,775</td>
<td>$0</td>
<td>$5,518,772</td>
</tr>
<tr>
<td>Parks and Recreation Facilities</td>
<td>$1,092,027</td>
<td>$760,892</td>
<td>$0</td>
<td>$1,852,919</td>
</tr>
<tr>
<td>Streets and Transportation</td>
<td>$3,449,793</td>
<td>$2,404,479</td>
<td>$0</td>
<td>$5,854,272</td>
</tr>
<tr>
<td>Other City Facilities</td>
<td>$4,019,370</td>
<td>$1,050,822</td>
<td>$0</td>
<td>$5,070,192</td>
</tr>
<tr>
<td>Debt Defeasance</td>
<td>$0</td>
<td>$0</td>
<td>$350,000</td>
<td>$350,000</td>
</tr>
</tbody>
</table>

Total required for 2020 debt service  
- Amount (if any) paid from funds listed in unencumbered funds  
- Amount (if any) paid from other resources  
- Excess collections last year  
= Total to be paid from taxes in 2020  
+ Amount added in anticipation that the unit will collect only 100.000000% of its taxes in 2020  
= Total Debt Levy  

$13,748,589
Statements required in notice if the proposed tax rate does not exceed the lower of the no-new-revenue tax rate or the voter-approval tax rate, as prescribed by Tax Code §26.061.

NOTICE OF MEETING TO VOTE ON TAX RATE

A tax rate of $0.418000 per $100 valuation has been proposed by the governing body of City of Georgetown.

PROPOSED TAX RATE $0.418000 per $100
NO-NEW-REVENUE TAX RATE $0.422127 per $100
VOTER-APPROVAL TAX RATE $0.418013 per $100

The no-new-revenue tax rate is the tax rate for the 2020 tax year that will raise the same amount of property tax revenue for City of Georgetown from the same properties in both the 2019 tax year and the 2020 tax year.

The voter-approval rate is the highest tax rate that City of Georgetown may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is not greater than the no-new-revenue tax rate. This means that City of Georgetown is not proposing to increase property taxes for the 2020 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 8, 2020 at 6:00 PM at 808 Martin Luther King Jr. St., Georgetown, TX 78628. You can also join via ZOOM or phone, info at bottom of notice.

The proposed tax rate is also not greater than the voter-approval tax rate. As a result, City of Georgetown is not required to hold an election to seek voter approval of the rate. However, you may express your support for or opposition to the proposed tax rate by contacting the governing body of the City of Georgetown at their offices or by attending the public meeting mentioned above.

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount = (tax rate) x (taxable value of your property) / 100

(List names of all members of the governing body below, showing how each voted on the proposal to consider the tax increase or, if one or more were absent, indicating absences.)

FOR the proposal: Mary Calixtro, Mike Triggs, Steve Fought, Kevin Pitts, Rachael Jonrowe, Tommy Gonzalez
AGAINST the proposal: none
PRESENT and not voting: none
ABSENT: none
The 86th Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Georgetown last year to the taxes proposed to be imposed on the average residence homestead by City of Georgetown this year.

<table>
<thead>
<tr>
<th></th>
<th>2019</th>
<th>2020</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total tax rate (per $100 of value)</td>
<td>$0.420000</td>
<td>$0.418000</td>
<td>0% decrease</td>
</tr>
<tr>
<td>Average homestead taxable value</td>
<td>$284,765</td>
<td>$278,001</td>
<td>2% decrease</td>
</tr>
<tr>
<td>Tax on average homestead</td>
<td>$1,196</td>
<td>$1,162</td>
<td>3% decrease</td>
</tr>
<tr>
<td>Total tax levy on all properties</td>
<td>$25,072,620</td>
<td>$27,182,673</td>
<td>8% increase</td>
</tr>
</tbody>
</table>

For assistance with tax calculations, please contact the Williamson County Tax Assessor-Collector at 512-943-1641; email proptax@wilco.org or visit www.wilco.org/propertytax

ZOOM Meeting: https://georgetowntx.zoom.us/s/98602507225?pwd=L2FBeHFWM0ZzcTd2MINFfcUVyWGV3dz09
Webinar ID: 986 0250 7225
Passcode: 668390

Join by phone: (888)475-4499; (833)548-0282; (833)548-0276; (877)853-5257 Webinar ID:986 0250 7225
Passcode: 668390
# 2020 Tax Rate Calculation Worksheet

**City of Georgetown**

## No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
<th>Formula</th>
<th>Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>2019 total taxable value.</strong> Enter the amount of 2019 taxable value on the 2019 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 17).&lt;sup&gt;1&lt;/sup&gt;</td>
<td><strong>2019 total taxable value</strong></td>
<td>$8,717,571,913</td>
</tr>
<tr>
<td>2.</td>
<td><strong>2019 tax ceilings.</strong> Counties, Cities and Junior College Districts. Enter 2019 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other units enter &quot;0&quot; if your taxing units adopted the tax ceiling provision in 2019 or prior year for homeowners age 65 or older or disabled, use this step.&lt;sup&gt;2&lt;/sup&gt;</td>
<td><strong>2019 tax ceilings</strong></td>
<td>$2,780,000,524</td>
</tr>
<tr>
<td>3.</td>
<td><strong>Preliminary 2019 adjusted taxable value.</strong> Subtract line 2 from line 1.</td>
<td><strong>Preliminary 2019 adjusted taxable value</strong></td>
<td>$5,937,571,389</td>
</tr>
<tr>
<td>4.</td>
<td><strong>2019 total adopted tax rate.</strong></td>
<td><strong>2019 total adopted tax rate</strong></td>
<td>$0.420000/$100</td>
</tr>
<tr>
<td>5.</td>
<td><strong>2019 taxable value lost because court appeals of ARB decisions reduced 2019 appraised value.</strong>&lt;br&gt;<strong>A. Original 2019 ARB values:</strong></td>
<td><strong>2019 taxable value lost because court appeals of ARB decisions reduced 2019 appraised value.</strong>&lt;br&gt;<strong>A. Original 2019 ARB values:</strong></td>
<td>$135,017,200</td>
</tr>
<tr>
<td></td>
<td><strong>B. 2019 values resulting from final court decisions:</strong></td>
<td><strong>B. 2019 values resulting from final court decisions:</strong></td>
<td>-$126,368,893</td>
</tr>
<tr>
<td></td>
<td><strong>C. 2019 value loss.</strong> Subtract B from A.&lt;sup&gt;3&lt;/sup&gt;</td>
<td><strong>C. 2019 value loss.</strong> Subtract B from A.</td>
<td>$8,648,307</td>
</tr>
<tr>
<td>6.</td>
<td><strong>2019 taxable value subject to an appeal under Chapter 42, as of July 25.</strong>&lt;br&gt;<strong>A. 2019 ARB certified value:</strong></td>
<td><strong>2019 taxable value subject to an appeal under Chapter 42, as of July 25.</strong>&lt;br&gt;<strong>A. 2019 ARB certified value:</strong></td>
<td>$91,143,779</td>
</tr>
<tr>
<td></td>
<td><strong>B. 2019 disputed value:</strong></td>
<td><strong>B. 2019 disputed value:</strong></td>
<td>-$36,457,512</td>
</tr>
<tr>
<td></td>
<td><strong>C. 2019 undisputed value.</strong> Subtract B from A.&lt;sup&gt;4&lt;/sup&gt;</td>
<td><strong>C. 2019 undisputed value.</strong> Subtract B from A.</td>
<td>$54,686,267</td>
</tr>
<tr>
<td>7.</td>
<td><strong>2019 Chapter 42 related adjusted values.</strong> Add line 5 and line 6.</td>
<td><strong>2019 Chapter 42 related adjusted values.</strong></td>
<td>$63,334,574</td>
</tr>
<tr>
<td>8.</td>
<td><strong>2019 taxable value, adjusted for actual and potential court-ordered adjustments.</strong> Add line 3 and line 7.</td>
<td><strong>2019 taxable value, adjusted for actual and potential court-ordered adjustments.</strong></td>
<td>$6,000,905,963</td>
</tr>
</tbody>
</table>

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1 Tex. Tax Code § 26.012(14)  
2 Tex. Tax Code § 26.012(14)  
3 Tex. Tax Code § 26.012(13)  
4 Tex. Tax Code § 26.012(13)
## 2020 Tax Rate Calculation Worksheet
### City of Georgetown

#### No-New-Revenue Tax Rate (continued)

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>2019 taxable value of property in territory the taxing unit deannexed after January 1, 2019. Enter the 2019 value of property in deannexed territory.</td>
<td>$0</td>
</tr>
<tr>
<td>10</td>
<td>2019 taxable value lost because property first qualified for an exemption in 2020. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2020 does not create a new exemption or reduce taxable value.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>A. Absolute exemptions. Use 2019 market value:</strong></td>
<td>$12,252,781</td>
</tr>
<tr>
<td></td>
<td><strong>B. Partial exemptions. 2020 exemption amount or 2020 percentage exemption times 2019 value:</strong></td>
<td>+ $18,762,588</td>
</tr>
<tr>
<td></td>
<td><strong>C. Value loss. Add A and B.</strong></td>
<td>$31,015,369</td>
</tr>
<tr>
<td>11</td>
<td>2019 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2020. Use only those properties that first qualified in 2020; do not use properties that qualified in 2019.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>A. 2019 market value:</strong></td>
<td>$219,646</td>
</tr>
<tr>
<td></td>
<td><strong>B. 2020 productivity or special appraised value:</strong></td>
<td>- $599</td>
</tr>
<tr>
<td></td>
<td><strong>C. Value loss. Subtract B from A.</strong></td>
<td>$219,047</td>
</tr>
<tr>
<td>12</td>
<td>Total adjustments for lost value. Add lines 9, 10C and 11C.</td>
<td>$31,234,416</td>
</tr>
<tr>
<td>13</td>
<td>Adjusted 2019 taxable value. Subtract line 12 from line 8.</td>
<td>$5,969,671,547</td>
</tr>
<tr>
<td>14</td>
<td>Adjusted 2019 total levy. Multiply line 4 by line 13 and divide by $100.</td>
<td>$25,072,620</td>
</tr>
<tr>
<td>15</td>
<td>Taxes refunded for years preceding tax year 2019. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2019. Types of refunds include court decisions, Tax Code § 25.25(b) and (c) corrections and Tax Code § 31.11 payment errors. Do not include refunds for tax year 2019. This line applies only to tax years preceding tax year 2019.</td>
<td>$79,523</td>
</tr>
<tr>
<td>16</td>
<td>Taxes in tax increment financing (TIF) for tax year 2019. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2020 captured appraised value in Line 18D, enter &quot;0&quot;.</td>
<td>$1,289,320</td>
</tr>
<tr>
<td>17</td>
<td>Adjusted 2019 levy with refunds and TIF adjustment. Add lines 14 and 15, subtract line 16.</td>
<td>$23,862,823</td>
</tr>
</tbody>
</table>

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5 Tex. Tax Code § 26.012(15)
6 Tex. Tax Code § 26.012(15)
7 Tex. Tax Code § 26.012(15)
8 Tex. Tax Code § 26.012(13)
9 Tex. Tax Code § 26.03(c)
10 Tex. Tax Code § 26.012(13)
2020 Tax Rate Calculation Worksheet
City of Georgetown

### No-New-Revenue Tax Rate (continued)

<table>
<thead>
<tr>
<th>18. Total 2020 taxable value on the 2020 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 20). These homesteads includes homeowners age 65 or older or disabled.</th>
<th>$8,786,363,295</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Certified values:</strong></td>
<td>$9,174,336,112</td>
</tr>
<tr>
<td><strong>B. Counties:</strong> Include railroad rolling stock values certified by the Comptroller’s office:</td>
<td>+ $0</td>
</tr>
<tr>
<td><strong>C. Pollution control and energy storage system exemption:</strong> Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property:</td>
<td>- $0</td>
</tr>
<tr>
<td><strong>D. Tax increment financing:</strong> Deduct the 2020 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2020 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in line 23 below.</td>
<td>- $387,972,817</td>
</tr>
<tr>
<td><strong>E. Total 2020 value. Add A and B, then subtract C and D.</strong></td>
<td>$8,786,363,295</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>19. Total value of properties under protest or not included on certified appraisal roll.15</th>
<th>$129,712,069</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. 2020 taxable value of properties under protest.</strong> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district’s value and the taxpayer’s claimed value, if any or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value.</td>
<td>$129,712,069</td>
</tr>
<tr>
<td><strong>B. 2020 value of properties not under protest or included on certified appraisal roll.</strong> The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included at appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll.15</td>
<td>+ $0</td>
</tr>
</tbody>
</table>

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11 Tex. Tax Code § 26.12, 26.04(c-2)
12 Tex. Tax Code § 26.03(c)
13 Tex. Tax Code § 26.01(c) and (d)
14 Tex. Tax Code § 26.01(c)
15 Tex. Tax Code § 26.01(d)
## 2020 Tax Rate Calculation Worksheet
### City of Georgetown

### No-New-Revenue Tax Rate (concluded)

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>19. (cont.)</td>
<td>C. Total value under protest or not certified. Add A and B.</td>
<td>$129,712,069</td>
</tr>
<tr>
<td>20.</td>
<td><strong>2020 tax ceilings.</strong> Counties, cities and junior colleges enter 2020 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter &quot;0&quot;. If your taxing units adopted the tax ceiling provision in 2019 or a prior year for homeowners age 65 or older or disabled, use this step.</td>
<td>$2,801,016,261</td>
</tr>
<tr>
<td>21.</td>
<td><strong>2020 total taxable value.</strong> Add lines 18E and 19C. Subtract line 20.</td>
<td>$6,115,059,103</td>
</tr>
<tr>
<td>22.</td>
<td><strong>Total 2020 taxable value of properties in territory annexed after January 1, 2019.</strong> Include both real and personal property. Enter the 2020 value of property in territory annexed.</td>
<td>$1,501,273</td>
</tr>
<tr>
<td>23.</td>
<td><strong>Total 2020 taxable value of new improvements and new personal property located in new improvements.</strong> New means the item was not on the appraisal roll in 2019. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after January 1, 2019 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2020.</td>
<td>$460,574,575</td>
</tr>
<tr>
<td>24.</td>
<td><strong>Total adjustments to the 2020 taxable value.</strong> Add lines 22 and 23.</td>
<td>$462,075,848</td>
</tr>
<tr>
<td>25.</td>
<td><strong>Adjusted 2020 taxable value.</strong> Subtract line 24 from line 21.</td>
<td>$5,652,983,255</td>
</tr>
<tr>
<td>26.</td>
<td><strong>2020 NNR tax rate.</strong> Divide line 17 by line 25 and multiply by $100.</td>
<td>$0.422127/$100</td>
</tr>
<tr>
<td>27.</td>
<td><strong>COUNTIES ONLY.</strong> Add together the NNR tax rates for each type of tax the county levies. The total is the 2020 county NNR tax rate.</td>
<td>$/}$100</td>
</tr>
</tbody>
</table>

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16 Tex. Tax Code § 26.012(6)(B)
17 Tex. Tax Code § 26.012(6)
18 Tex. Tax Code § 26.012(17)
19 Tex. Tax Code § 26.012(17)
20 Tex. Tax Code § 26.04(c)
21 Tex. Tax Code § 26.04(d)
2020 Tax Rate Calculation Worksheet
City of Georgetown

Voter-Approval Tax Rate
The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.

2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>28.</td>
<td><strong>2019 M&amp;O tax rate.</strong> Enter the 2019 M&amp;O tax rate.</td>
<td>$0.195470/$100</td>
</tr>
<tr>
<td>29.</td>
<td><strong>2019 taxable value, adjusted for actual and potential court-ordered adjustments.</strong> Enter the amount in line 8 of the <strong>No-New-Revenue Tax Rate Worksheet.</strong></td>
<td>$6,000,905,963</td>
</tr>
<tr>
<td>30.</td>
<td><strong>Total 2019 M&amp;O levy.</strong> Multiply line 28 by line 29 and divide by $100.</td>
<td>$11,729,970</td>
</tr>
<tr>
<td>31.</td>
<td><strong>Adjusted 2019 levy for calculating NNR M&amp;O taxes.</strong> Add line 31E to line 30.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>A. 2019 sales tax specifically to reduce property taxes.</strong> For cities, counties and hospital districts, enter the amount of additional sales tax collected and spent on M&amp;O expenses in 2019, if any. Other taxing units, enter 0. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent.</td>
<td>$1,842,412</td>
</tr>
<tr>
<td></td>
<td><strong>B. M&amp;O taxes refunded for years preceding tax year 2019:</strong> Enter the amount of M&amp;O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2019. This line applies only to tax years preceding tax year 2019.</td>
<td>+ $37,258</td>
</tr>
<tr>
<td></td>
<td><strong>C. 2019 taxes in TIF.</strong> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2019 captured appraised value in Line 18D, enter 0.</td>
<td>- $1,289,320</td>
</tr>
</tbody>
</table>
### 2020 Tax Rate Calculation Worksheet
**City of Georgetown**

#### Voter-Approval Tax Rate (continued)

<table>
<thead>
<tr>
<th>31. <strong>D. 2019 transferred function.</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in E below. The taxing unit receiving the function will add this amount in E below. Other taxing units enter 0.</td>
<td>+/- $0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>E. 2019 M&amp;O levy adjustments.</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Add A and B, then subtract C. For taxing unit with D, subtract if discontinuing function and add if receiving function.</td>
<td>$590,350 $12,320,320</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>32. <strong>Adjusted 2020 taxable value.</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Enter the amount in line 25 of the No-New-Revenue Tax Rate Worksheet.</td>
<td>$5,652,983,255</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>33. <strong>2020 NNR M&amp;O rate. (unadjusted)</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Divide line 31 by line 32 and multiply by $100.</td>
<td>$0.217943/$100</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>34. <strong>Rate adjustment for state criminal justice mandate.</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Enter the rate calculated in C. If not applicable, enter 0.</td>
<td></td>
</tr>
<tr>
<td><strong>A. 2020 state criminal justice mandate.</strong></td>
<td>$0</td>
</tr>
<tr>
<td>Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.</td>
<td></td>
</tr>
<tr>
<td><strong>B. 2019 criminal justice mandate.</strong></td>
<td>$0</td>
</tr>
<tr>
<td>Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies.</td>
<td></td>
</tr>
<tr>
<td>C. Subtract B from A and divide by line 32 and multiply by $100.</td>
<td>$0/$100</td>
</tr>
</tbody>
</table>

22 [Reserved for expansion]

23 Tex. Tax Code § 26.044
### 2020 Tax Rate Calculation Worksheet
City of Georgetown

#### Voter-Approval Tax Rate (continued)

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>35. <strong>Rate adjustment for indigent health care expenditures.</strong>&lt;sup&gt;24&lt;/sup&gt;</td>
<td>Enter the rate calculated in C. If not applicable, enter 0.</td>
<td></td>
</tr>
<tr>
<td>A. <strong>2020 indigent health care expenditures.</strong> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state assistance received for the same purpose.</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>B. <strong>2019 indigent health care expenditures.</strong> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2018 and ending on June 30, 2019, less any state assistance received for the same purpose.</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>C. Subtract B from A and divide by line 32 and multiply by $100.</td>
<td>$0/$100</td>
<td></td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>36. <strong>Rate adjustment for county indigent defense compensation.</strong>&lt;sup&gt;25&lt;/sup&gt;</td>
<td>Enter the lesser of C and D. If not applicable, enter 0.</td>
<td></td>
</tr>
<tr>
<td>A. <strong>2020 indigent defense compensation expenditures.</strong> Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state grants received by the county for the same purpose.</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>B. <strong>2019 indigent defense compensation expenditures.</strong> Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2018 and ending on June 30, 2019, less any state grants received by the county for the same purpose.</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>C. Subtract B from A and divide by line 32 and multiply by $100.</td>
<td>$0/$100</td>
<td></td>
</tr>
<tr>
<td>D. Multiply B by 0.05 and divide by line 32 and multiply by $100.</td>
<td>$0/$100</td>
<td></td>
</tr>
</tbody>
</table>

---

<sup>24</sup> Texit. Tax Code § 26.0442  
<sup>25</sup> Texit. Tax Code § 26.0442
## 2020 Tax Rate Calculation Worksheet
### City of Georgetown

**Voter-Approval Tax Rate (continued)**

<table>
<thead>
<tr>
<th>37.</th>
<th><strong>Rate adjustment for county hospital expenditures.</strong> Enter the lessor of C and D, if applicable. If not applicable, enter 0.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. 2020 eligible county hospital expenditures.</td>
<td>Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2019 and ending on June 30, 2020</td>
</tr>
<tr>
<td>B. 2019 eligible county hospital expenditures.</td>
<td>Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2018 and ending on June 30, 2019.</td>
</tr>
<tr>
<td>C. Subtract B from A and divide by line 32 and multiply by $100.</td>
<td>$0/$100</td>
</tr>
<tr>
<td>D. Multiply B by 0.08 and divide by line 32 and multiply by $100.</td>
<td>$0/$100</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>38.</th>
<th><strong>Adjusted 2020 NNR M&amp;O rate.</strong> Add lines 33, 34, 35, 36, and 37.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.217943/$100</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>39.</th>
<th><strong>2020 voter-approval M&amp;O rate.</strong> Enter the rate as calculated by the appropriate scenario below.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Special Taxing Unit.</strong> If the taxing unit qualifies as a special taxing unit, multiply line 38 by 1.08.</td>
</tr>
<tr>
<td></td>
<td><strong>Other Taxing Unit.</strong> If the taxing unit does not qualify as a special taxing unit, multiply Line 38 by 1.035</td>
</tr>
<tr>
<td></td>
<td><strong>Taxing unit affected by disaster declaration.</strong> If the taxing unit is located in an area declared as disaster area, the governing body may direct the person calculating the voter-approval rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval rate in this manner until the earlier of 1) the second year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, and 2) the third tax year after the tax year in which the disaster occurred. If the taxing unit qualifies under this scenario, multiply line 38 by 1.08.</td>
</tr>
<tr>
<td></td>
<td>$0.225571/$100</td>
</tr>
</tbody>
</table>

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26 Tex. Tax Code § 26.0443  
27 Tex. Tax Code § 26.04(c-1)
2020 Tax Rate Calculation Worksheet  
City of Georgetown  

Voter-Approval Tax Rate (concluded)

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<table>
<thead>
<tr>
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<tbody>
<tr>
<td><strong>40.</strong> Total 2020 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&amp;O expenses. <strong>A.</strong> Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. Enter debt amount. $18,646,155</td>
<td></td>
</tr>
<tr>
<td><strong>B.</strong> Subtract unencumbered fund amount used to reduce total debt. -$4,897,566</td>
<td></td>
</tr>
<tr>
<td><strong>C.</strong> Subtract certified amount spent from sales tax to reduce debt (enter zero if none). -$0</td>
<td></td>
</tr>
<tr>
<td><strong>D.</strong> Subtract amount paid from other resources. -$0</td>
<td></td>
</tr>
<tr>
<td><strong>E.</strong> Adjusted debt. Subtract B, C and D from A. $13,748,589</td>
<td></td>
</tr>
</tbody>
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<table>
<thead>
<tr>
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<tbody>
<tr>
<td><strong>41.</strong> Certified 2019 excess debt collections. Enter the amount certified by the collector. $0</td>
<td></td>
</tr>
<tr>
<td><strong>42.</strong> Adjusted 2020 debt. Subtract line 41 from line 40E. $13,748,589</td>
<td></td>
</tr>
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<table>
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<tbody>
<tr>
<td><strong>43.</strong> 2020 anticipated collection rate. If the anticipated rate in A is lower than actual rates in B, C or D, enter the lowest rate from B, C or D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. <strong>A.</strong> Enter the 2020 anticipated collection rate certified by the collector. 100.000000%</td>
<td></td>
</tr>
<tr>
<td><strong>B.</strong> Enter the 2019 actual collection rate. 99.370000%</td>
<td></td>
</tr>
<tr>
<td><strong>C.</strong> Enter the 2018 actual collection rate. 99.580000%</td>
<td></td>
</tr>
<tr>
<td><strong>D.</strong> Enter the 2017 actual collection rate. 99.900000% 100.000000%</td>
<td></td>
</tr>
</tbody>
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<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td><strong>44.</strong> 2020 debt adjusted for collections. Divide line 42 by line 43. $13,748,589</td>
<td></td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>45.</strong> 2020 total taxable value. Enter the amount on line 21 of the No-New-Revenue Tax Rate Worksheet. $6,115,059,103</td>
<td></td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>46.</strong> 2020 debt rate. Divide line 44 by line 45 and multiply by $100. $0.224831/$100</td>
<td></td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>47.</strong> 2020 voter-approval tax rate. Add lines 39 and 46. $0.450402/$100</td>
<td></td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>48.</strong> COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2020 county voter-approval tax rate. $/$100</td>
<td></td>
</tr>
</tbody>
</table>

28 Tex. Tax Code § 26.012(10) and 16.04(b)  
29 Tex. Tax Code § 26.04(b),(h-1) and (h-2)  
30 Tex. Tax Code § 26.04(b)
2020 Tax Rate Calculation Worksheet
City of Georgetown

NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue. This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

<table>
<thead>
<tr>
<th>49. Taxable Sales. For taxing units that adopted the sales tax in November 2019 or May 2020, enter the Comptroller's estimate of taxable sales for the previous four quarters. Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2019, skip this line.</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>50. Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. Taxing units that adopted the sales tax in November 2019 or in May 2020. Multiply the amount on Line 49 by the sales tax rate (.01, .005, or .0025, as applicable) and multiply the result by .95. -OR- Taxing units that adopted the sales tax before November 2019. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.</td>
<td>$1,980,633</td>
</tr>
<tr>
<td>51. 2020 total taxable value. Enter the amount from line 21 of the No-New-Revenue Tax Rate Worksheet.</td>
<td>$6,115,059,103</td>
</tr>
<tr>
<td>52. Sales tax adjustment rate. Divide line 50 by line 51 and multiply by $100.</td>
<td>$0.032389/$100</td>
</tr>
<tr>
<td>53. 2020 NNR tax rate, unadjusted for sales tax. Enter the rate from line 26 or 27, as applicable, on the No-New-Revenue Tax Rate Worksheet.</td>
<td>$0.422127/$100</td>
</tr>
<tr>
<td>54. 2020 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2019 or in May 2020. Subtract line 52 from line 53. Skip to line 55 if you adopted the additional sales tax before November 2019.</td>
<td>$0.422127/$100</td>
</tr>
<tr>
<td>55. 2020 voter-approval tax rate, unadjusted for sales tax. Enter the rate from line 47 or 48, as applicable, of the Voter-Approval Tax Rate Worksheet.</td>
<td>$0.450402/$100</td>
</tr>
<tr>
<td>56. 2020 voter-approval tax rate, adjusted for sales tax. Subtract line 52 from line 55.</td>
<td>$0.418013/$100</td>
</tr>
</tbody>
</table>

31 [Reserved for expansion]
32 Tex. Tax Code § 26.041(d)
33 Tex. Tax Code § 26.041(i)
34 Tex. Tax Code § 26.041(d)
35 Tex. Tax Code § 26.04(c)
36 Tex. Tax Code § 26.04(c)
Total Tax Rate
Indicate the applicable total tax rates as calculated above.

**No-New-Revenue tax rate.** As applicable, enter the 2020 NNR tax rate from: line 26, line 27 (counties), or line 54 (adjusted for sales tax). $0.422127/$100

**Voter-approval tax rate.** As applicable, enter the 2020 voter-approval tax rate from: line 47, line 48 (counties), line 56 (adjusted for sales tax), line 60 (adjusted for pollution control), or line 65 (adjusted for unused increment). $0.418013/$100

**De minimis rate.** If applicable, enter the de minimis rate from line 70. /$100
Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have calculated the tax rates in accordance with requirements in Tax Code. 44

Print Here

Printed Name of Taxing Unit Representative

Sign Here

Taxing Unit Representative

Date

44 Tex. Tax Code § 26.04(c)
2020 Notice of No-New-Revenue Tax Rate
Worksheet for Calculation of Tax Increase/Decrease

Entity Name: City of Georgetown

Date: 08/03/2020

1. 2019 taxable value, adjusted for court-ordered reductions.
   Enter line 8 of the No-New-Revenue Tax Rate Worksheet. $6,000,905,963

2. 2019 total tax rate.
   Enter line 4 of the No-New-Revenue Tax Rate Worksheet. 0.420000

   Enter line 15 of the No-New-Revenue Tax Rate Worksheet. $79,523

4. Last year's levy.
   Multiply Line 1 times Line 2 and divide by 100.
   To the result, add Line 3. $25,283,328

5. 2020 total taxable value. Enter Line 21 of
   the No-New-Revenue Tax Rate Worksheet. $6,115,059,103

6. 2020 no-new tax rate.
   Enter line 26 of the No-New-Revenue Tax Rate Worksheet or Line 54
   of the Additional Sales Tax Rate Worksheet. 0.422127

7. 2020 taxes if a tax rate equal to the no-new-revenue tax rate is adopted.
   Multiply Line 5 times Line 6 and divide by 100. $25,813,316

8. Last year's total levy.
   Sum of line 4 for all funds. $25,283,328

9. 2020 total taxes if a tax rate equal to the no-new-revenue tax rate is adopted.
   Sum of line 7 for all funds. $25,813,316

10. Tax Increase (Decrease).
    Subtract Line 8 from Line 9. $529,988
SUBJECT:
Second Reading of an Ordinance amending § 2.08.010, "Administrative Divisions and Departments" of the Georgetown Code of Ordinances -- Leigh Wallace, Finance Director

ITEM SUMMARY:
This ordinance formally re-establishes the City’s organizational hierarchy as required by City Charter for the fiscal year 2021 Annual Budget. There were no significant organizational hierarchy changes made in the FY2021 proposed budget. This ordinance was approved on first reading on September 8, 2020.

FINANCIAL IMPACT:
None

SUBMITTED BY:
Danella Elliott

ATTACHMENTS:

Ordinance
An ordinance amending City of Georgetown, Texas, Code of Ordinances § 2.08.010 Administrative Divisions and Departments; providing a severability clause; and setting an effective date.

Whereas, the City Council has reviewed the proposed 2021 Annual Budget for the City of Georgetown, and the Administrative Division and Department revisions contained therein; and

Whereas, the City Charter Section 5.04 "Directors of Divisions" establishes organizational hierarchy; and

Whereas, the Administrative Divisions and Departments are for budgetary purposes; and

Whereas, the City Council of the City of Georgetown, Texas deems it necessary to amend § 2.08.010 of the City of Georgetown Code of Ordinances entitled "Administration", "Administrative Divisions and Departments".

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 of Georgetown Code of Ordinances, Chapter 2.08, Administration, Section 10, Administrative Divisions and Departments, is hereby amended to read as follows:

There are hereby established the following administrative divisions and departments of the City:

Assistant City Manager Division 1
Building Inspections
Community Services
Engineering
Human Resources and Organizational Development
Planning
Public Works
SECTION 3. In the event any section, paragraph, subdivision, clause, phrase, provision sentence or part of this ordinance or the application of same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional, by a court of competent jurisdiction, it shall not affect, impair, or invalidate the remainder of this ordinance which shall be given full force and effect.

SECTION 4. This ordinance shall become effective October 1, 2020 with adoption of the 2021 Annual Budget by the City Council of the City of Georgetown, Texas.

PASSED AND APPROVED on First Reading on the 8th day of September, 2020.

PASSED AND APPROVED on Second Reading on the 22nd day of September, 2020.

THE CITY OF GEORGETOWN:

__________________________  By: Dale Ross
Robyn Densmore                          Mayor
City Secretary

APPROVED AS TO FORM:

__________________________
Skye Masson                          By: Dale Ross
City Attorney                          Mayor
SUBJECT:
Consideration and possible action to approve a Resolution expressing official intent to reimburse costs related to capital equipment and the construction/design of various capital projects in an amount not to exceed $26,000,000.00 with proceeds from bonds that will be issued in the Spring of 2021 -- Leigh Wallace, Finance Director

ITEM SUMMARY:
The FY2021 Budget includes $58,066,903 of proposed debt issuance. Bond reimbursement resolutions are used to allow bond funded projects to begin work before the debt for the project is issued. City reserves are used to provide cash flow for the initial planning and preliminary costs of the project and then the reserves are reimbursed when the bonds are issued.

The Certificate of Obligation bonds that are eligible for reimbursement total $9,218,275 for public safety vehicles, radios, cardiac monitors, Self-Contained Breathing Apparatus, an Airport storage facility, GTEC projects, Parks project, including ADA improvements, a neighborhood park, and a Parks Masterplan, Stormwater curb and gutter, Facility improvements, such as HVAC replacement, Recreation Center and Tennis Center renovations, and other projects detailed in the attached resolution.

The General Obligation bonds from the 2008 Parks bond authorization include the Regional Trail and San Gabriel Park. The bonds to be reimbursed for the Parks bond projects total $190,000.

The General Obligation bonds from the 2015 Road bond authorization include the NB Frontage Rd, Sidewalk and intersection improvements, Southwestern Blvd, and Leander Rd. The bonds to be reimbursed for road bond projects total $4,000,000.

The Revenue bonds that are eligible for reimbursement include Electric and Water projects totaling $12,588,620.

The project and funding plans have previously been reviewed and approved by Parks Board, GTAB, and Council.

This resolution does not commit the City to the bonds in the event the projects are delayed or funded in another manner.

COMMENTS
The process of using a bond reimbursement resolution has been used routinely to provide better debt and project management. The City's Fiscal and Budgetary Policy require tax-supported debt to be issued within the term of the Council approving the reimbursement resolution. The other projects are a part of the voter approved Transportation bond from 2008 and 2015. Normally, the same City Council who adopts the resolution is the same Council to approve the debt sale. However, since the District 2 seat is vacant due to resignation, there will be one new Council Member. This will be an unforeseen exception to City policy.

FINANCIAL IMPACT:
The projected bond projects in the FY2021 budget and debt sale are within the tax rate and utility rates projected during development of the FY2021 budget, and within the overall annual tax rate impacts presented to the voters at the time of the bond election.

SUBMITTED BY:
Danella Elliott

ATTACHMENTS:

Proposed Resolution
FY 2021 Proposed Debt
RESOLUTION NO. ______________

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES OF THE CITY OF GEORGETOWN, TEXAS

WHEREAS, the City Council of the City of Georgetown, Texas (the "Issuer") expects to pay expenditures in connection with the projects described in Exhibit A (the "Projects") prior to the issuance of obligations to finance the Projects; and

WHEREAS, the Issuer finds, considers and declares that the reimbursement of the Issuer for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Projects, Now Therefore

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

Section 1. The Issuer reasonably expects to incur debt, as one or more separate series of various types of obligations, with an aggregate maximum principal amount not to exceed $26 million for the purpose of paying the costs of the Projects.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the Issuer in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.
The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**RESOLVED** this __________ day of ______________, 2019.

______________________________
Dale Ross, Mayor
City of Georgetown, Texas

ATTEST:

______________________________
Robyn Densmore, City Secretary
<table>
<thead>
<tr>
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## FY2021 (Multiple Items)

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