

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

The Georgetown City Council will meet on November 24, 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.

THIS IS A REVISED AGENDA.

Join from a PC, Mac, iPad, iPhone or Android device please click this

URL: [https://georgetowntx.zoom.us/j/98984149740?](https://georgetowntx.zoom.us/j/98984149740?pwd=M3RZSE5YV3UwOUd3M3pvNDN0OFd0QT09)

pwd=M3RZSE5YV3UwOUd3M3pvNDN0OFd0QT09

Webinar ID: 989 8414 9740

Passcode: 915990

**Description: Regularly Scheduled Workshop and Regular Meeting of the
Georgetown City Council - November 24, 2020**

Or to join by phone dial:

(346)248-7799 OR (253)215-8782 OR (669)900-6833 OR (301)715-8592

OR (312)626-6799 OR (929)205-6099

**TOLL FREE (833)548-0276 OR (833)548-0282 OR (877)853-5257 OR
(888)475-4499**

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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

- Shop Small Proclamation

City Council Regional Board Reports

Announcements

- District 2 Runoff Information

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 November 10, 2020 and the Special Meeting held on November 17, 2020 -- Robyn Densmore, City Secretary
- C Consideration and possible action to approve a **parkland improvement agreement** between the City of Georgetown and **Daniel Lawrence** and **Danielle Beth Strong** on approximately **1.58 acres** of **parkland** at **Riverview Estates** (resub), BLOCK F, Lot 22 -- Kimberly Garrett, Parks and Recreation Director and Travis Baird, Real Estate Services Manager
- D Consideration and possible action to approve an **agreement** for **billing** and **collection services** between the City of Georgetown and **Williamson County** related to **assessments** for the Georgetown Village Public Improvement District (**GVPID**) -- Wayne Reed, Assistant City Manager
- E Consideration and possible action to approve a Resolution authorizing a **license to encroach** to allow the placement of **firewood cages** and **tables** with **chairs** on City property known as Lot 6A1, Amending Plat of Lot 6, Block 52, City of Georgetown, located on the **east side of Main Street between 8th and 9th Streets** be granted to Kork Enterprises, Inc. d/b/a **Kork Wine Bar** -
- Travis Baird, Real Estate Services Manager
- F Consideration and possible action to approve a Resolution authorizing a **license to encroach** to allow for the placement of a **drainage pipe** in the **right of way** of **Maravilla Bluff Lane** be granted to the **Georgetown Maravilla Homeowners' Association** -- Travis Baird, Real Estate Manager
- G Consideration and possible action to approve a **task order** with **LJA Engineering**, in the amount of **\$139,500.00**, for **real estate acquisition services** in connection with the **Berry Creek Interceptor project** -- Travis Baird, Real Estate Services Manager
- H Consideration and possible action to approve a **contract** with **LJA Engineering** to provide **real estate services** as needed to the City of Georgetown -- Travis Baird, Real Estate Services Manager
- I **Forwarded from the Georgetown Village Public Improvement District (GVPID) Advisory Board:**
Consideration and possible Action to approve a Resolution to accept (1) Lot 54, Block D, Georgetown Village Section Nine, Phase 9A, and (2) a **2.568 acre** tract of land out of the William Roberts Survey, ABS 524, located on **Bellaire Drive**, from William Family Communities, Inc. d/b/a **Green Builders** for the purposes of **operating and maintaining stormwater infrastructure** -- Travis Baird, Real Estate Services Manager
- J **Forwarded from the Georgetown Water Utility Board (GWUAB):**
Consideration and possible action to approve a **contract** for the **construction** of the **Southwest Bypass Waterline Project** to **Bruce Flanigan Construction, Inc.** of Belton, TX in the amount of **\$986,689.00** -- Wesley Wright, P.E., Systems Engineering Director
- K **Forwarded from the Georgetown Water Utility Board (GWUAB):**
Consideration and possible action to approve **Task Order CDM-21-003** with **CDM Smith, Inc.** for **professional services** related to the **Southside Water Treatment Plant (WTP) Pilot Study and Improvements** in the amount of **\$981,350.00** -- Wesley Wright, P.E., Systems Engineering Director
- L **Forwarded from the Georgetown Water Utility Board (GWUAB):**

Consideration and possible action to approve **Task Order CDM-21-002** to **CDM Smith** of Austin, Texas in the amount of **\$799,325.00** for **professional engineering services** related to the **expansion** of the **Cimarron Hills Wastewater Treatment Plant** -- Wesley Wright, PE, Systems Engineering Director

- M **Forwarded from the Georgetown Water Utility Advisory Board (GWUAB):**
Consideration and possible action to approve the **fourth and final renewal** for **sludge and bio-solids transport and disposal services**, with **Sheridan Environmental, LLC**, in an amount not to exceed **\$556,235.00** -- Mike Welch, Regulatory and Treatment Manager
- N **Forwarded from the Georgetown Water Utility Advisory Board (GWUAB):**
Consideration and possible action to approve the **second renewal** for contracted **wastewater laboratory services** by **Pollution Control Services Laboratory** in the estimated amount of **\$75,000.00** -- Mike Welch, Treatment Manager
- O **Forwarded from Georgetown Transportation Enhancement Corporation (GTEC):**
Consideration and possible action to approve **Task Order TCI-20-010** to **Terracon Consultants** in the amount of **\$83,115.00** for **materials testing services** related to the **SE Inner Loop** (Austin to FM1460) **roadway expansion project** -- Wesley Wright, PE, Systems Engineering Director

Legislative Regular Agenda

- P **Public Hearing and First Reading** of an Ordinance **amending Ordinance No. 2019-69** and approving a **First Amendment** to and **Partial Assignment of Development Agreement for Parkside on the River Subdivision** -- Wayne Reed, Assistant City Manager
- Q **Public Hearing and First Reading** of an Ordinance for the **voluntary annexation** and the **initial zoning designation of Residential Estate (RE)** upon annexation, of an approximate **6.478 acre** tract of land located in the David Wright Survey, Abstract 13, being all of Lots 13 and 15, Serenada Country Estates Unit One Subdivision, generally located at **109 and 111 Serenda Drive** -- Sofia Nelson, CNU-A, Planning Director
- R **Public Hearing and First Reading** of an Ordinance for a **Zoning Map Amendment** to **rezone** approximately **0.104 acre** out of the Nicholas Porter Survey, Abstract No. 497, **from the Townhome (TH) zoning district to the General Commercial (C-3) zoning district** for the property generally located at **206 E Janis Dr** -- Sofia Nelson, CNU-A, Planning Director
- S **Public Hearing and First Reading** of an Ordinance on a request for a **Zoning Map Amendment** to **rezone** approximately **7.51 acres** out of the L.J. Dyches Survey, Abstract No. 180, **from the Industrial (IN) zoning district to the General Commercial (C-3) zoning district**, for the property generally located on the **southeast corner of IH-35 and Blue Ridge Boulevard** -- Sofia Nelson, CNU-A, Planning Director
- T **First Reading** of an Ordinance **amending Title 7 (Animals) and Chapter 8.05 (Intentional Feeding of Deer)** of the Code of Ordinances relating to the **regulation of animals** -- April Haughey, Animal Services Manager and Jack Daly, Community Services Director
- U **Forwarded from the Georgetown Water Utility Advisory Board (GWUAB):**
Consideration and possible action to approve the **"Texas Water Code Section 13.248 Retail Water Certificate of Convenience and Necessity Service Area Transfer Agreement,"** between the City of Georgetown and **Jarrell-Schwertner Water Supply Corporation ("JSWSC")** relating to the **transfer** of approximately **4,288 acres** (approximately 6.7 square miles) located in **Bell and Williamson Counties** from Georgetown's **Water Certificate of Convenience and Necessity ("CCN")** to JSWSC's Water CCN -- Chelsea Solomon, Control Center Manager
- V **Forwarded from Georgetown Transportation Advisory Board (GTAB):**
Consideration and possible action on **Task Order KHA-21-001** with **Kimley-Horn and Associates** of Austin, Texas in the amount of **\$1,583,144.00** for **professional engineering services** related to the **expansion** of **DB Wood Road** (SH29 to Oak Ridge) -- Wesley Wright, PE, Systems Engineering Director
- W Consideration and possible action to approve a **sixth amendment** to the **contract for Solid**

Waste, Recycling, Yard Trimming and Bulky Waste Collection, Disposal and Processing Services with Texas Disposal Systems amending services to **include a Downtown Ambassador Pilot Program starting November 27, 2020** -- Ray Miller, Director Public Works and Teresa Chapman, Environmental Services

- X **Second Reading** of an Ordinance **amending the Downtown Georgetown TIRZ Project and Financing Plan to include projects** on a temporary or permanent basis to **support the Downtown area** consisting but not limited to **Trash Services Pilot program** to provide trash ambassador services, **Downtown Dining Expansion** to provide barricades and other improvements to expand spaces available for downtown dining including sidewalk and related work, and other programs to support and improve the **pedestrian activity, arts and culture, entertainment, dining and shopping experience** in downtown area -- Laurie Brewer, Assistant City Manager
- Y **Second Reading** of an Ordinance of the City of Georgetown, Texas **amending Sec. 2.28.210 "Assignment Pay"** for certain assignments within the **Fire Department** -- John Sullivan, Fire Chief
- Z Consideration and possible action to **formally cancel the City Council Workshop and Regular meetings** that would fall on **December 22, 2020, the fourth Tuesday of December** -- Robyn Densmore, City secretary

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.

AA 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.

- AB **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**
 - SH-29 Right of Way, Hillwood -- Travis Baird, Real Estate Services Manager
- Sec. 551.086: Certain Public Power Utilities: Competitive Matters**
 - Competitive Matters -- Daniel Bethapudi, General Manager of the Electric Utility
- Sec. 551.074: Personnel Matters**
 - City Attorney Check-in

Adjournment

Certificate of Posting

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

Robyn Densmore, City Secretary

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

SUBJECT:

Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on November 10, 2020 and the Special Meeting held on November 17, 2020 -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

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SUBMITTED BY:

Robyn Densmore, City Secretary

ATTACHMENTS:

CC Workshop Minutes 11.10.2020

CC Reg Minutes 11.10.2020

CC Spec Minutes 11.17.2020

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

The Georgetown City Council will meet on Tuesday, November 10, 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.

Pitts and Gonzalez arrived during Item A.

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

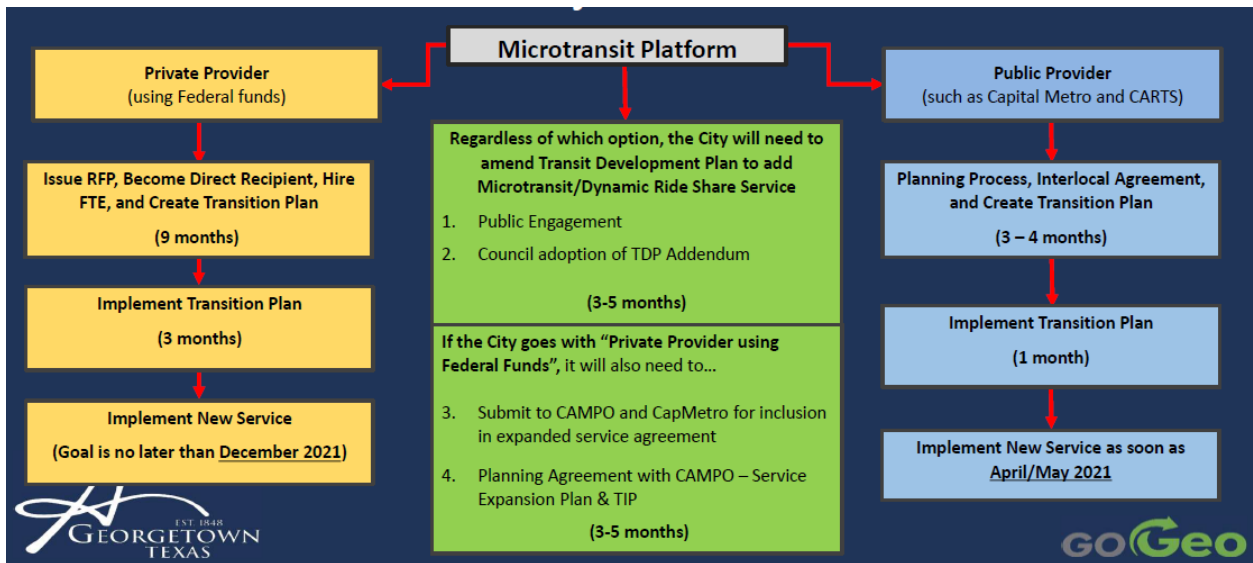
- A. Presentation and update regarding Microtransit Request for Information (RFI) -- Wayne Reed, Assistant City Manager

Reed presented the item and provided a presentation overview and recap of June 9th and July 28, 2020 Presentations. He noted the Council direction from June 9, 2020 as follows: Council gave Staff direction to look into different transportation platforms such as Microtransit or Dynamic Ride share; pursue an RFI/RFP for microtransit/ride share; and Council also wanted to maintain transportation services for the citizens that are currently using the transit system. Reed then provided a recap from July 28, 2020, Microtransit/Ride Share Update as follows: staff developed a draft RFI (Request for Information); the RFI will allow the City of Georgetown to gain information on the companies that have interest in providing transportation services to the City; the RFI will also allow the City to see what other transportation platforms might be available; and it will help define a scope of work for a request for proposals after learning more about the capabilities and services available for microtransit/ride share. He then provided the Council Direction from July 28, 2020 noting that Council directed staff to proceed with issuing an RFI to solicit interest from companies to provide microtransit services and the next steps included: an RFI issued on September 9, 2020; an RFI closed on October 23, 2020; and staff will provide results to City Council on November 10, 2020. Reed reviewed the Microtransit/Dynamic Ride Share RFI responses and noted that the City received eight responses to the RFI with the results as follows:

Provider	Experience					Innovation			Performance	
	Experience Micro-transit	Municipal (At Least 5)	FTA Eligible	FTA Experience (Funding)	Seniors/Disabled Services	Real-Time Data	Virtual / Curbside Stop	App/ Call Center	Typical KPIs**	Various Reports
River North Transit (VIA)	Began 2013	Yes	Yes	Sub-Recipient	Yes	Yes	Both	Both	Yes	Yes
Laz Karp	TransLoc	Yes	Yes	Reporting Only	Yes	Yes	Curbside	Both	Yes	Yes
Uber	2009	Yes	Yes	Reporting Only	Yes	Yes	Both	Both	Yes	Yes
Lyft	2012	Yes	Yes	Reporting Only	Yes	Yes	Both	Both	Yes	Yes
RideCo	2014	Yes	Yes	Reporting Only	Yes	Yes	Both	Both	Yes	Yes
Myle Tech	2009	NA	NA	NA	Yes	Yes	Curbside	Both	Yes	Yes
BUS		NA	NA	NA	Yes	Yes	NA	App	Yes	Yes
Wynne Transportation	1986 (Charter Service)	NA	NA	NA	Yes	NA	NA	NA	NA	NA

** Average wait times, total number of rides, total number of driver hours, percentage of demand met, average vehicle utilization.

Reed provided a summary of the Microtransit/Dynamic Ride Share RFI responses and noted that: five firms have relevant experience partnering with municipalities and/or counties providing demand-responsive transport; there is a range of experience providing services for seniors/disabled; firms can provide real-time data on ridership and services; four firms expressed ability to provide pick-ups at both “virtual and curbside” stops and two others stated they provide “curbside” pick-ups; six firms can provide customers support for scheduling rides by a call center and a mobile app; and all but one explained how they can provide reports on metrics. He provided examples of partnerships between firms and municipalities via transportation as follows: in the City of Arlington, on December of 2017, the City of Arlington replaced an underutilized fixed-route bus with Via’s shared-ride, on-demand transit solution, by using a fleet of 22 custom-branded vans, the service allows riders to travel anywhere within the service zone(s); CapMetro and the City of Austin on August 2019, we work with the City of Austin, CapMetro and the Capital Area Rural Transportation System (CARTS) to manage a microtransit service in several suburban and rural zones, and this service resulted from Via’s microtransit pilot with CapMetro in 2017, when we replaced an underutilized dial-a-ride service with a shared, on-demand transit service for both general and paratransit-eligible riders; in Johnson County, Kansas in 2019, a partnership between Johnson County, KCATA and TransLoc, a successful on-demand service was launched in Kansas City in 2019, and in only one month, the on-demand service launched with TransLoc had out-performed the total number of rides the previous on-demand pilot completed in an entire year; and in Gwinnett County in September 2018, first on-demand project deployed in the state of Georgia. Together, Gwinnett and TransLoc deployed a six-month deployment in Snellville, and ridership for this service has grown from less than 100 trips per day upon launch to approximately 250 trips per day two months into the pilot. Reed the explained the possible transition from Fixed Bus Route Transit to Microtransit/Dynamic Ride Share as follows:



Reed reviewed the Council feedback and direction that staff is seeking as follows: (1) Does Council support maintaining fixed route bus service until a microtransit system is established by end of FY21?; (2) Regarding microtransit service, does Council want to (a) continue to receive Federal funds and (i) be a direct recipient or subrecipient of Federal funds (use of private company as microtransit service); or (ii) work with Capital Metro and CARTS through contract services (same as today); (2b) not receive Federal funds and implement a microtransit service using local dollars?; and (3) Beyond FY21, what is the level of funding Council desires to set aside for transit services? He added that the FY 2021 Budget is \$392,301 in FTA Funding and \$619,369 in Local Match Funding totaling \$1,011,670.

Fought stated the need to know the end item on funding. He continued that if the City goes for private sector what is final budget for the City of Georgetown. Reed responded that he has no exact answer on costs, because the parameters of the service program would have to be defined first before being able to provide that information. Fought asked about a rough estimate. David Morgan, City Manager responded that the City hasn't done an RFP. He continued that the RFI shows the City who the possible vendors could be, and RideCo could provide FY2020 services with same costs. Morgan stated that the City would need to walk through with CapMetro on a specific service area for cost to see what could be achieved. He added that staff is happy to go through RFP process. Fought stated that he doesn't need a specific number, but a range would help. Morgan responded that he believes costs of public vs. private would be similar. He added that private sector would have to consider costs for administering funds which is at least a full-time position. Mayor Ross asked that Fought give his responses to the specific feedback staff is seeking. Fought stated that he is fine with moving ahead for the service and his only concern is limit the expenditures to what the City spent last year, a cost of \$350,000. He added that he would like to maintain the fixed route service, but he doesn't want to spend more than \$350,000. Morgan asked if Fought supported the City's use of federal funds. Fought responded yes, but Council needs more information to make the correct decision. Morgan responded that the challenge is the number of options before Council at the moment. Mayor Ross asked if Fought agreed with receiving federal funding. Fought responded yes. Mayor Ross asked if Fought was fine with staff working with CARTS. Fought responded yes. Mayor Ross asked if Fought was against item 2b

because he wanted to keep option open. Fought responded that was correct. He added that he supported continued to work with CapMetro, because it would lower the risk. Fought noted that he would prefer a private system, but he understands the higher level or risk involved. Mayor Ross asked about item 3 and funding levels and if his proposed \$350,000 cap is for City funding. Fought responded yes, that is for City funding and he would like to keep the CapMetro option open because it is the lowest risk. He noted that Council pushed staff into a corner, but he appreciated the work.

Pitts asked about the options for users to select a virtual stop and calling to have pickup at their homes. Reed responded that those are both options. Pitts asked if it would cost a little bit more to be picked up at your front door versus using a stop. Reed responded yes. Pitts noted that some respondents do not have stops and only use user specified pickup locations. Reed responded based on their responses yes. Pitts asked if the responded provided information related to response times. Reed responded not in the RFI, but they can guarantee a microtransit system that guarantees 15 minutes intervals. Pitts noted that costs would be associated to service are and number of vehicles in use. He then asked who had ownership of the assets including the vehicles and the people driving them. Reed responded that if the City chooses a private provider, they would own the vehicles and the driver would be either employees or private contractors. He added if the City goes with CapMetro or CARTS the operations would be the same as the are today. Pitts is Via and CARTS are competing or if they are one in the same. Reed responded he would have to get back to Council on that. Morgan added that with all options the City would not own any vehicles or be in charge of any drivers. Pitts asked who was liable for risk. Reed responded that risk lies with the provider. Pitts asked if there was any possible way that a private provider could provide the desired services at the same amount the City spending now without the use of federal funds. Morgan responded that the City would not likely know that without completing a fully competitive bidding process, but he thought it was unlikely. Reed noted that RideCo was kind enough to do some rough sketching based on limited parameters and while using the FY2020 budget. He added that staff at the time was not considering the need for a full-time employee to help with the program. Mayor Ross stated that this is currently at the conceptual level and later staff and Council will get into the nitty gritty. Pitts stated that was trying to understand to best answer the questions being asked by staff. Pitts noted that the City needs to maintain fixed route service for those citizens who rely on it. Reed noted that he had been working with CapMetro recently and they discussed that CapMetro agreed that they could make a partnership work to meet City needs for micrtransit. Pitts stated that his questions on costs were related to the need for the City to utilize federal funds. He added that based on conversations, having the City received federal funds seems to be a difficult process. Pitts stated that for Item 1 he says yes, and for Item 2a the City needs to work with a sub-recipient. He added that he likes the idea of Via option for door to door service. Pitts stated that for Item 3 he would like the City to keeps its current funding total at \$392,301. Morgan clarified that \$392,301 in the amount of federal funding the City receives. He noted that the Council doesn't have to have a solid answer today. Pitts stated that he would like to maintain current funding levels.

Jonrowe stated that for Item 1 she would like to maintain fixed route until something is in place to replace it; for Item 2a the City should continued to receive federal funds; she is not in

favor of 2b; and 3 she is in favor of increasing local match if it makes the services more efficient.

Gonzalez stated that he is in favor of Item 1 based on FY2020 dollars. He added that if a third party wants to add to it that's fine, but he doesn't want to spend more City dollars. Gonzalez emphasized that the annual total should not exceed \$350,000 and include all needed funds for transitioning to a new service. Mayor Ross asked about Item 2ai. Gonzalez responded that he would rather obtain a more efficient method and maintain federal funds if possible. He added that he is fine to continue working with CapMetro and CARTS. Gonzalez stated that in the end he wants to maximize services for least amount of funds.

Calixtro stated that for Item 1 she would like to continue; for Item 2aii she supports that; for Item 2b she said yes, the City may need the help; and for Item 3 she would like to keep the funding as is until there is a clearer picture of costs. She stated that she agrees with amount Fought proposed. Calixtro then asked if the Georgetown Health Foundation, has an agreement to continue to assist the project. Reed responded that they are willing to continue to discuss the option and staff is meeting with them next week.

Triggs asked if a rider can schedule routine pickups or does everything have to be scheduled the day the ride happens. Reed responded that riders cannot schedule weeks out everyday at the same time, but if someone has a predictable schedule, he could look into possible options. Triggs stated that for Item 1 he says yes; for Item 2a he would like do both; Item 2b he can't think of a reason why the City wouldn't ask for federal funds; and for Item 3 yes, he would like to continue that funding.

Mayor Ross stated that for Item 1 Council was all yes responses; for Item 2ai Council answered mostly yes; and for Item 3 Council supported different amounts. He stated that this should give staff enough information for the next presentation. Morgan stated that staff will continue to work with CapMetro to show how far dollars can go with federal funding.

- B. Presentation and discussion regarding the City of Georgetown Organizational and Operational Excellence Office (OOE) -- Christina Richison, Business Improvement Program (BIP) Manager, Seth Gipson, Performance Management Program (PMP) Manager, Amy Mertink, Business Process Analyst

Richison presented and reviewed the mission and strategic goals of the city. She provided the OOE motto and the City of Georgetown Journey to Operational Excellence as follows:



Richison stated that these processes empower staff at all levels, and they have received positive feedback from staff.

Gipson then presented and provided the following metrics: 180 Lead Green Belts trained since April 2020; 38 active A3 improvements; \$300,000 potential savings identified; \$9,000 in saving actualized to date; 109 training/learning opportunities for FY2002; and increased customer satisfaction. He then provided A3 improvement examples from the Planning and Information Technology departments, internal dashboard examples, an explanation of business plans, and a possible public dashboard.

Jonrowe, Gonzalez, and Triggs had no comments or questions.

Calixtro asked if this program can be used in any way to reward employees. Gipson responded that it can be something to document in annual reviews, but there are no current plans to tie financials to the savings documented. He added that staff is working on expanding and seeing more hard dollar savings. David Morgan, City Manager, added that this would be included in the annual evaluation process with part of the work going through lean training, and evaluations are used to impact pay increases.

Fought stated that staff did a great job and added that there will be a test of this group to be honest when a change isn't working/doesn't work. He continued that there is lots of support when showing what is right, but the pressure will be on when things don't work.

Pitts was off the dais during this time.

Mayor Ross congratulated staff on doing work that showed measurable improvements.

C. Presentation and update regarding the Animal Services Department -- April Haughey, Animal Services Manager and Jack Daly, Community Services Director

Daly introduced Haughey and Haughey presented the item beginning with an overview and introduction. She presented the 2020 Highlights as follows: 94.2% Live Release Rate, 6th consecutive year achieving “no kill”; 50.8% Adoption Rate; 24% Return to Owner Rate; 14% increase in City License compliance; and 4,522 Animal Control Calls, accounted for 33% of Shelter intakes. Haughey noted the kennel floor renovation and then noted the Code review team as follows: Angela Jones, Animal Control Supervisor; April Haughey, Animal Services Manager; Jack Daly, Community Services Director; and Jim Kachelmeyer, Assistant City Attorney. She noted the desired new Code additions related to temporary petting zoos included with theatrical exhibits where the current regulations exist only in the Unified Development Code for land zoned as agricultural, and the proposed requirement of transition areas for temporary petting zoos. Haughey reviewed bee keeping and noted: that it is not currently regulated within the City Code; Animal Control received several calls regarding bee colonies over the past year; precedence of regulation with neighboring cities and was modeled after Round Rock; similar to the regulation of urban chickens; Langstroth-type hive with removable frames; provided with a water source; not within 10 feet of the property line or 50 feet from the residence of another; bee colony density determined by size of property; and the queen from bee stock bred for gentleness and non-swarming characteristics. She reviewed the deer feeding portion of the Code and noted that the intentional feeding of deer is currently located in Title 8 - Health and Safety and regulated by Code Compliance and will be moved to animal regulations under the regulation and enforcement of Animal Services and reflects current practice of being referred to Animal Control. Haughey reviewed Animal Services fees and kennel inspections and noted that staff is looking to remove fees from the ordinances to align with other City departments, require annual director review, and all changes require council approval. She added that kennel inspections are located in Ch. 7.02.- Licenses and Permits, Sec. 7.02.020. - Kennel permit requirements are as follows: part of the ordinance that has never been enforced; explored the idea of the removal of this ordinance; discovered at a requested inspection the need to keep it due to lack of understanding on how to report bites and quarantine for rabies control; and remove training and breeding from permit requirements. Haughey noted other minor changes as follows: language cleanup and enhanced definitions for greater clarity; specifying that an electric fence is not a recognized means of confinement, resulting in the dog being at large; LRCA or designee offering home quarantine; and improved alignment with Standard Operating Procedures (SOPs) including impoundment at a maximum of 14 days, unless arrangements have been made with ASM, and increased length of time for mandatory spay/neuter to 30 days with 45 days to notify department. She noted the current status and next steps as follows: initial review with ANSAB completed October 8, 2020; Legal is checking for alignment with State Law, the Animal Welfare Act, and other City Ordinances and completing a language clean-up; final review with ANSAB at the November meeting; and the first reading of the ordinance at City Council on November 24, 2020.

Gonzalez, Calixtro, Triggs, Fought and Jonrowe were fine with staff suggestions and had minimal comments.

Pitts was not on the dais at this time.

D. Presentation and discussion on a request for a development agreement for Canyons at HCH Ranch -- Sofia Nelson, CNU-A, Planning Director (15 mins)

Nelson presented and provided the overview and purpose. She noted the UDC guidance for development agreements in determining whether to approve, approve with modifications or disapprove a proposed Development Agreement or amendment, the City Council shall consider the following matters: the proposed agreement promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City; and the proposed agreement is consistent with the Comprehensive Plan. Nelson provided the Location map for the Canyons at HCH Ranch and the Comprehensive Plan guidance. She stated that the Canyons at HCH Ranch will consist of 364.2 acres, 188 residential lots, and the smallest lot size is one acre. Nelson then provided the proposed request terms as follows:

Development Standard	UDC Standard	Proposal
Annexation	Properties in the ETJ that desire or require fire flow service from the City of Georgetown shall first submit a petition for voluntary annexation	Retain ETJ status
Cul-de-Sac Length	20 lots or 500 feet	1750'
Sidewalks	Two 6' sidewalks along a residential Collector	1 - 6' sidewalk
Private Streets	All newly created streets shall be public streets, except for local streets serving non-residential Multi-lot developments	Gated private street development

Nelson then asked for direction from City Council on the proposed terms.

Calixtro asked where the nearest school is located. Nelson responded that there are no schools in the development and Ford Elementary is the nearest. Calixtro asked if there would be kids walking to school. Nelson responded that she was not sure of exact number of pedestrians, but there is no school within walking distance.

Triggs stated that he is concerned about the sidewalks as well.

Fought asked why the City would stand in the way of a gated community in the ETJ. Nelson responded that to her knowledge this has been based on the emphasis for connectivity in City and in ETJ. Fought stated that there are plenty of gated communities, and the bigger discussion is if the City allows the development to stay in the ETJ. He continued that he is fine with it staying in ETJ, and if it is gated, he has less concerns with sidewalk. Fought stated that once the development is determined to be in the ETJ, he is fine with the rest of the terms.

Pitts stated that any time Council looks at exceptions like this there should be good reason. He continued that this project is right next to one of the best views of Williamson County.

Pitts stated that he understands the reason for exceptions based on challenges with developing the location and he is fine with the proposed terms.

Jonrowe asked if property will be required to have fire flow services from the City of Georgetown. Nelson responded yes, and the project will receive fire flow services from the City. Jonrowe asked if this exception has been given to any other applicant. Nelson responded yes, and she could provide more details on those circumstances. Jonrowe asked about the timing of those developments. Nelson responded that she would need to get more details to answer question accurately. Jonrowe stated that she is hesitant to change direction of practices of fire flow services, and if the project does need to be annexed then she would like full sidewalks and the project not gated. She added that she supported the cul-de-sac length, support of the sidewalks would depend on the possibility of property remaining in the ETJ, and that she is not generally a fan of private streets.

Gonzalez asked if this property was annexed into the City for fire flow purposes, would it hinder the project in any other ways. Nelson asked for clarification. Gonzalez asked if the cul-de-sac, sidewalk, and private street request decisions could be made at Council if the property was annexed. Nelson responded that if the area was annexed with no development agreement in place, then a subdivision waiver would be required for reviewed by Planning and Zoning. Gonzalez stated that the main question is related to fire flow and ETJ status and he has no opinion one way or another. Nelson responded that from an annexation standpoint, the distance from the current City limits was a major point of discussion.

Mayor Ross recessed into Executive Session at 4:44 p.m. noting that Executive Session will start at 5:00 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.

E. Sec. 551.071: Consultation with Attorney

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

- Litigation Update

Sec. 551.072: Deliberations about Real Property

- Riverhaven -- Travis Baird, Real Estate Services Manager

Adjournment

Approved by the Georgetown City Council on _____
Date

Josh Schroeder, Mayor

Attest: City Secretary

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

The Georgetown City Council will meet on Tuesday, November 10, 2020 at 6:00 PM via 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 for additional information; TTY users route through Relay Texas at 711.

Mayor Ross called the meeting to order at 6:01 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

Joe Ibanez with Georgetown Nazarene provided the invocation.

Pledge of Allegiance

Council Member Pitts lead both pledges.

Comments from the Mayor

- Code Officer Proclamations

City Council Regional Board Reports

Announcements

- Canvassing and District 2 Runoff Information

Action from Executive Session

Motion by Pitts to authorize the City Manager to sign a Notice of Event of default for the Joint Use, Access and Lease Agreement with Hine Georgetown Hotel LLC and related agreements as discussed in Executive Session, second by Triggs.

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (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 October 27, 2020 -- Robyn Densmore, City Secretary
- C. Consideration and possible action to approve a **contract** to **patriciate** in the **PetSmart Charities in-store adoption program** -- April Haughey, Animal Services Manager and Jack Daly, Community Services Director
- D. Consideration and possible action to approve the **renewal** of a **contract** between the City of Georgetown and **Motorola Solutions** for **radio maintenance, support, and/or other services** -- Amy Janik, Support Services Bureau Commander
- E. Consideration and possible action to approve a Resolution authorizing the **encroachment** of a **driveway** into the right of way of **Ash Street between 4th and 5th Street** -- Travis Baird Real Estate Services Manager
- F. **Forwarded from the General Government and Finance Advisory Board (GGAF):** Consideration and possible action to approve of a **contract** with **Suddenlink** to provide **dedicated Internet service** for a total of **\$136,620.00 over three years** -- Chris Bryce, Director of Information Technology, and James Davis, IT Operations Manager
- G. **Forwarded from the General Government and Finance Advisory Board (GGAF):** Consideration and possible action to approve the purchase of **vehicles** and **equipment** in the amount of **\$2,317,620.00** through **cooperative purchasing** under **Sourcewell contract**

#012418-ALT, TIPS contract #200206, and Goodbuy contract #208F000 -- Stan Hohman, Fleet Services

Motion by Pitts to approve the Consent Agenda as presented, second by Fought.

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

Legislative Regular Agenda

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

Daly presented the item by providing an overview and declaration timeline as follows: on March 14, 2020 the City declared a local state of disaster for the City due to concerns related to COVID-19; on March 19, 2020 City Council approved a Resolution ratifying the disaster declaration and consented to its continuation until May 11, 2020; on April 28, 2020 City Council found the conditions necessitating the disaster declaration would continue to exist beyond May 11, 2020 and signed a resolution ratifying the disaster declaration and continuation until such time as it is terminated by subsequent City Council action or the state-wide disaster declaration issued by the Governor is terminated; at its May 26, 2020 Workshop, the City Council provided direction to continue the disaster declaration until terminated or until November 14, 2020; on June 9, 2020 City Council approved a continuation of the disaster declaration until November 14, 2020; and with recent local orders related to masking and outdoor gatherings, staff is recommending extending the Disaster Declaration signed March 19, 2020 and consenting to its continuation until terminated by the Mayor, City Council, or if superseded by the County Judge or Governor.

Daly read the caption.

Motion by Jonrowe, second by Calixtro.

Pitts asked if the original reason for keeping declaration was for funding purposes. Daly responded yes, but it is more nuanced than that. He added that local orders are permissible and enforceable because of the declaration. Pitts stated that he thought the Governor's order allowed for that with Mayor approval. Daly responded that it gives local police explicit authority to enforce the order. Skye Masson, City Attorney, stated that this allows for the enforcement of the mask order at the local level and assist the Police with enforcement. Pitts

asked if the County declaration has expired. Daly responded that he is not sure but will verify. Pitts asked if staff was aware of what other cities in the area are doing. Daly stated that he was unsure but would verify.

Fought stated that he is concerned with indefinite declaration and that it could lose its impact. He added that he would like to get through holidays and then re-evaluate. Fought stated that he would support extending through end of February.

Fought made a motion to amend the extension of the declaration for 90 days from today, second by Triggs.

Vote on amendment:

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

Vote on original motion:

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – No

Jonrowe – Yes

Gonzalez – No

Approved 4-2 (District 2 vacant, Pitts and Gonzalez against).

- I. **Public Hearing and First Reading** of an Ordinance for a Special Use Permit (SUP) for the **multi-family, attached specific use** in the **General Commercial (C-3)** zoning district on the property generally located at **451 N IH 35**, bearing the legal description of Lot 1C, 451 North IH 35 subdivision -- Sofia Nelson, CNU-A, Planning Director

Nelson presented the item and provided the Location Map, Aerial Map, Future Land Use/Overall Transportation Plan Map, and Highway Commercial explanation noting that it provides for large-scale retail amenities while still encouraging neighborhood retail. She continued by providing the Zoning Map and providing the following information on the Special Use Permit (SUP): the SUP allows for Planning & Zoning Commission and City Council approval of uses with unique or widely varying operating characteristics or unusual site development features, subject to the terms and conditions set forth in the UDC; the SUP also allows for additional restrictions to be placed on the use by the Planning & Zoning Commission and the City Council; the location and context of the attached multifamily

development shall be secondary and supportive to established surrounding commercial uses, helping to facilitate an active, pedestrian friendly environment where the mixture of uses enables people to live, work, play, and shop; impervious coverage... shall be limited to fifty percent (50%); front setbacks shall be in conformance with the front setback of the district in which the attached multifamily development is proposed. Side and rear setbacks... shall be 15 feet, except where located adjacent to a residential zoning district the side and rear setbacks shall increase to 30 feet; building height shall be in conformance with the building height of the district in which the attached multifamily development is proposed; a minimum building separation of 15 feet shall be provided between all buildings on the site; attached multifamily development ... must also meet the building design standards of Section 7.03, the lighting design standards of Section 7.04, and the non-residential landscape requirements of Section 8.04; and ... must also meet the common amenity area requirements of Section 6.06.020 and the parkland dedication requirements of Section 13.08. Nelson provided a project rendering and noted that when related to the approval criteria for UDC Section 3.07.030 the project either complies or complies with conditions in all areas. She noted the SUP Conditions as follows: the maximum number of units on the site do not exceed 24 dwelling units an acre in accordance with UDC Sec 5.02.020.E; and should the abutting unimproved right-of-way be abandoned and become part of the subject property, the proposed use may be extended to include this portion and a driveway stub to the property to the west should be provided to facilitate an alternative east-west connection from Rivery Blvd to IH-35 as recommended in the Williams Drive Gateway Plan. Nelson explained the Planning and Zoning Commission Action and that at their November 3, 2020 meeting, the Planning & Zoning Commission unanimously recommended approval with conditions of the request with the following conditions: the maximum number of units on the site do not exceed 24 dwelling units an acre in accordance with UDC Sec 5.02.020.E; and should the abutting unimproved right-of-way be abandoned and become part of the subject property, the proposed use may be extended to include this portion and a driveway stub to the property to the west should be provided to facilitate an alternative east-west connection from Rivery Blvd to IH-35 as recommended in the Williams Drive Gateway Plan.

Nelson read the caption.

Mayor Ross opened and closed the Public Hearing at 6:25 p.m. as there were no speakers.

Gonzalez stated that he was concerned with multi-family at that location. He added that the City needs to start preserving commercial land and this is not a good site for another multi-family. Gonzalez stated that he can't support the item as presented.

Pitts asked if the road connecting to Northwest Blvd is it a road or private drive. Nelson responded that it would need to be abandoned, and the applicant is seeking to make it part of platted lot. Pitts asked who owns property adjacent to the project. Nelson responded that it is ROW and not under ownership of the hotel. She continued that the applicant is seeking to abandon the property. Pitts asked if it will be responsibility of owner to maintain the property. Nelson responded that is the hope. Pitts stated that he does think this is good location for multi-family and it is not a useful space for C-3. He added that he will support the item.

Triggs stated that he drove by the property and agrees with Gonzalez that the property should be preserved for commercial use.

Motion by Jonrowe, second by Pitts.

Calixtro – No

Triggs – No

Fought – No

Pitts – Yes

Jonrowe – Yes

Gonzalez – No

Fails 4-2 (District 2 vacant; Pitts and Jonrowe for; Calixtro, Triggs, Fought, and Gonzalez against).

- J. **First Reading** of an Ordinance amending the **Downtown Georgetown TIRZ Project and Financing Plan** to **include projects** on a temporary or permanent basis to **support** the **Downtown area** consisting but not limited to **Trash Services Pilot program** to provide trash ambassador services, **Downtown Dining Expansion** to provide barricades and other improvements to expand spaces available for downtown dining including sidewalk and related work, and other programs to support and improve the **pedestrian activity, arts and culture, entertainment, dining and shopping experience** in downtown area -- Laurie Brewer, Assistant City Manager, Kim McAuliffe, Downtown Development Manager and Teresa Chapman, Environmental Services Coordinator

Brewer presented the item and noted that this item is for amending the Project and Financing Plan and that both the TIRZ board and the Council have recently indicated their general support of using TIRZ funds for one-time assessments and pilots, specifically the sanitation ambassador program. She added that this program does not presently clearly fit into one of the approved projects in the TIRZ project and financing plan which is a legal requirement of the TIRZ. Brewer provided a current and proposed project list to Council. She then noted that the Ambassador Program will be brought back to Council on November 24, 2020 for Council consideration and provided a brief overview of Ambassador and Concierge Service Program. Brewer reviewed the area included in the Program and the Light Ambassador Program responsibilities. She noted that Council's Feedback from October 13, 2020 included the following: move forward with a light ambassador program as a pilot program with funding through Downtown TIRZ for one year (Up to \$100k) and an ongoing assessment throughout pilot program; after the one-year pilot, transition costs to downtown business customers with the transition of costs over a three-year period to allow businesses to adjust to new rates; and long-term to evaluate the need to enhance ambassador services based on trash demands, and consider a concierge program as needed. Brewer noted the action from Downtown TIRZ Board on November 2, 2020 was to recommended approval to the City Council to amend the Downtown Georgetown TIRZ Project and Financing Plan to include: projects on a temporary or permanent basis to support the Downtown area consisting but not

limited to Trash Services Pilot program to provide trash ambassador services, Downtown Dining Expansion to provide barricades and other improvements to expand spaces available for downtown dining including sidewalk and related work, and other programs to support and improve the pedestrian activity, arts and culture, entertainment, dining and shopping experience in downtown area. She noted the next steps as follows: Council review of contract amendment with TDS for Ambassador Program on November 24, 2020; Council second reading of TIRZ project plan amendment on November 24, 2002; and the goal to implement ambassador program as soon as possible for holiday shopping season.

Brewer read the caption.

Motion by Pitts, second by Jonrowe.

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

- K. **First Reading** of an Ordinance of the City of Georgetown, Texas **amending Sec. 2.28.210 “Assignment Pay”** for certain assignments within the **Fire Department** -- John Sullivan, Fire Chief

Sullivan presented the item noting that the purpose was to provide alignment with Strategic Plan and Meet and Confer changes. He noted the Ordinance changes as follows: redact Fire Marshal, Deputy Fire Marshal, Public Educator Assignment; revise Training Chief title to “Professional Development and Safety Chief”; revise EMS Field Trainer to include “Quality Assurance”; revise Fire and Life Safety Specialist to “Fire and Life Safety Intern”; revise Paramedic Assignment to “Paramedic Credential Pay”; and add Ambulance Assignment Pay of \$25 per 24-hour shift.

Sullivan read the caption.

Motion by Pitts, second by Triggs.

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

- L. **Forwarded from the Georgetown Transportation Enhancement Corporation (GTEC):** Consideration and possible action to approve an **economic development agreement** with **Titan NorthPark35** for **construction of road infrastructure** related to the **extension of Aviation Drive** -- Michaela Dollar, Economic Development Director

Dollar presented Items L, M, and N together.

Dollar provided a company profile and noted that: Titan Development is one of the Southwest's largest and most active, vertically integrated real estate developers; Titan offers development and construction services for multifamily, mixed use, office, industrial, and retail real estate; and the company was founded in 1999 with offices in New Mexico and Texas, Titan has multiple projects along the I-35 corridor. She gave a project description stating that: Titan plans to develop approximately 150 acres located at I-35 and Toll 130 into a business park called NorthPark35; this will be the City's first master-planned Class A industrial park; the first phase of the business park will include two approximately 150,000 SF buildings, totaling more than 300,000 SF along with a planned third building; and a critical element to the development is accessibility and infrastructure associated with the extension of Aviation Drive, as shown in the City's Overall Transportation Plan. Dollar provided some NorthPark35 Concept renderings and explained the infrastructure benefit. She noted the City's Strategy as follows: the City's 2030 Comprehensive Plan identified proactive infrastructure investment to encourage targeted development as a strategy for growth; this area is identified in the City's Future Land Use map as a mix of regional commercial and employment center due to its connectivity; the Economic Development Strategic Plan's fourth strategic goal is to encourage speculative development; and target industries for economic development include advanced manufacturing, professional services, and life sciences, all of which are well-suited for this site. Dollar reviewed the Incentive Proposal as follows while noting that grants will be paid in three installments, for the reimbursements of qualified expenditures:

Incentive	Amount
Road Reimbursement Grant <i>Paid from the Type B Corporation sales tax fund</i> <i>*Includes the cost of engineering design.</i>	\$8,000,000
Redundant Electric Service Installation Cost <i>Paid from the Type A Corporation sales tax fund, to the Georgetown Electric utility and Titan NorthPark35</i>	\$1,900,000
Waterline Reimbursement Grant <i>Paid from the Water Capital Improvement Project Fund</i>	\$600,000
TOTAL INCENTIVE OFFER	\$10,500,000

Dollar stated the incentive requirements as follows: invest a minimum of \$15,000,000 in capital expenditures; construct a minimum of 300,000 square feet of industrial development in Phase I of the park; construction of the road extension with utilities within 24 months; and approval of a master plan for the park with restricted uses and design standards in place.

Dollar read the caption.

Pitts asked when the full build out occurs, how many jobs will be created. Dollar responded that it is hard to say specifically, because it will depend on the use. She added that she can say that over this site at 150 acres and up to 1.5 million square feet.

Motion by Pitts, second by Fought.

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

- M. **Forwarded from the Georgetown Economic Development Corporation (GEDCO):**
Consideration and possible action to approve an **economic development agreement** with **Titan NorthPark35** for **construction of electric infrastructure** related to the **extension of Aviation Drive** -- Michaela Dollar, Economic Development Director

Dollar presented Items L, M, and N together. See Item L for details.

Dollar read the caption.

Motion by Pitts, second by Fought.

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

- N. Consideration and possible action to approve an **economic development agreement** with **Titan NorthPark35** for **water infrastructure** related to the **extension of Aviation Drive** -- Michaela Dollar, Economic Development Director

Dollar presented Items L, M, and N together. See Item L for details.

Dollar read the caption.

Motion by Pitts, second by Gonzalez.

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

- O. Consideration and possible action to approve a Resolution of the City of Georgetown **nominating a candidate to fill a vacancy** on the Williamson Central Appraisal District (WCAD) Board of Directors -- David Morgan, City Manager

Morgan presented the item and noted that Rufus Honeycutt was no longer able to fill his current term. He added that the City was nominating Greg Eady to fill the vacancy.

Morgan read the caption.

Mayor Ross asked Morgan to speak on Eady's qualifications. Morgan responded that Eady has served on a number of boards, has a financial background, and has lived in the City for a number of year.

Motion by Pitts, second by Calixtro.

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

- P. Consideration and possible action to approve the City of Georgetown **Legislative Agenda** for the **87th Texas Legislature's Regular Session in 2021** -- Bridget Hinze Weber, Assistant to the City Manager

Weber presented the item and noted that this agenda was reviewed in detail at the October 24, 2020 Workshop.

Weber read the caption.

Motion by Fought, second by Jonrowe.

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

- Q. **Second Reading** of an Ordinance **amending Chapter 10, “Sign Standards,” Section 5.04.020, “Commercial Use Limitations,” and Section 16.02, “Definitions,”** of the Unified Development Code (UDC) and **amending Chapter 12.12, “Advertising Signs and Banners,” and Chapter 12.16, “Signs Adjacent to Freeways,”** of the Code of Ordinances, relating to updates to the City's sign regulations -- Jack Daly, Community Services Director; Jeff Cardwell, Chief Plans Examiner; and Andreina Dávila-Quintero, AICP, Current Planning Manager

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

Daly read the caption.

Motion by Pitts, second by Gonzalez.

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

- R. **Second Reading** of an Ordinance **amending Chapter 8.28** of the Code of Ordinances, titled **“Junked Motor Vehicles,”** relating to the regulation, abatement, and removal of junked vehicles -- Jack Daly, Community Services Director

Daly presented the item and briefly reviewed the Ordinance changes noting that the changes align definitions and processes with State law by adding aircraft and watercraft to junk vehicle definition. He continued that the changes allows for the abatement of junk vehicles if no hearing is requested 11 days after notice is received and this is in alignment with other nuisance provisions which allow for abatement by city forces if owners are not responsive. Daly stated that when a hearing is requested, the changes allows the Municipal Court to order an abatement, as opposed to just issuing a fine; and removes the Building Standards Commission as a body to host a junk vehicle hearing and removes duplicative language regarding the municipal court hearing process.

Daly read the caption.

Motion by Pitts, second by Calixtro.

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

Approved 6-0 (District 2 vacant).

Public Wishing to Address Council

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

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

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

Executive Session

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

T. Sec. 551.071: Consultation with Attorney

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

- Litigation Update

Sec. 551.072: Deliberations about Real Property

- Riverhaven -- Travis Baird, Real Estate Services Manager

Adjournment

Motion by Fought, second by Pitts.

Calixtro – Yes

Triggs – No
Fought – Yes
Pitts – No
Jonrowe – Yes
Gonzalez – No
Mayor Ross – Yes

Approved 4-3 (District 2 vacant; Calixtro, Fought, Jonrowe, and Mayor Ross for; and Triggs, Pitts, and Gonzalez against). This was Mayor Ross’ last Regular Council meeting.

Meeting adjourned at 7:02 p.m.

Approved by the Georgetown City Council on _____
Date

Josh Schroeder, Mayor

Attest: City Secretary

**Minutes of a Meeting of the
Governing Body of the
City of Georgetown, Texas
Tuesday, November 17, 2020**

The Georgetown City Council will meet on Tuesday, November 17, 2020 at 6:00 PM at the Council Chambers at 510 West 9th St., Georgetown, Texas.

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

Mayor Ross called the meeting to order at 6:00 p.m. The following Council Members were in attendance: Mayor Dale Ross; Mary Calixtro, Council Member District 1; 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. Council Member Calixtro was present via videoconferencing, all other Council Members were present in person, 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

B. Consideration and possible action to approve a **Resolution canvassing the votes of the November 3, 2020 General Election**, declaring the results to be official -- Robyn Densmore, City Secretary

Densmore presented the items and noted that the results for the position of Mayor were that Jonathan Dade received 8,047 votes; Josh Schroeder received 19,997 votes; and Larry Brundidge received 2,961 votes. She added that for the position of Councilmember District 2 Lisa King received 1,904 votes; Jason Wirth received 488 votes; and Shawn F. Hood received 1,682 votes. Densmore said that for the position of Councilmember District 6, Rachael Jonrowe received 1,235 votes and Michael Walton received 739 votes.

Motion by Gonzalez, second by Pitts to adjourn the meeting.

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

- C. Consideration and possible action to approve a Resolution **ordering the runoff election for Councilmember District 2 Tuesday, December 15th, General Election** -- Robyn Densmore, City Secretary

Densmore presented that items and stated that since no one candidate received 50% of the votes for the District 2 race, a runoff election is needed to determine a winner. She continued that the runoff will consist of the two candidates who received the highest number of votes, and based on this, the runoff will be between Lisa King and Shawn F. Hood. Densmore stated that the runoff is scheduled for Tuesday, December 15th with early voting from Thursday, December 3rd through Saturday, December 5th; and Monday, December 7th – Friday, December 11th.

Motion by Gonzalez, second by Pitts to adjourn the meeting.

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

- D. Presentation of **appreciation to former Councilmember, Valerie Nicholson** – Mayor Dale Ross

Council Member Nicholson received a plaque, card, and flowers as a show of appreciation for her time on Council.

E. **Comments** from **former Councilmember, Valerie Nicholson** – Mayor Dale Ross

Former Council Member Valerie Nicholson provided comments of gratitude to those that supported her during her time on Council.

F. **Swearing in** of reelected Council Member **District 6, Rachael Jonrowe** – Robyn Densmore, City Secretary

Densmore swore in Jonrowe by performing the Statement of Appointed Officer and Oath of Office.

G. **Comments** from reelected **District 6 Council Member, Rachael Jonrowe** – Mayor Dale Ross

Council Member Jonrowe provided comments of gratitude to those that supported her during her campaign and time on Council.

H. Presentation of **appreciation** to **outgoing Mayor, Dale Ross** – Mayor Pro Tem Kevin Pitts

Mayor Ross was presented with a plaque, framed quote, and card as a show of appreciation for his time on Council. Flowers were presented to his wife Mickie Ross.

I. **Comments** from **outgoing Mayor, Dale Ross** – Mayor Dale Ross

Mayor Ross provided comments of gratitude to those that supported him during his time on Council.

J. **Swearing in** of **newly elected Mayor, Josh Schroeder** – Robyn Densmore, City Secretary

Gaines West swore in Schroeder by performing the Statement of Appointed Officer and Oath of Office.

K. **Comments** from **newly elected Mayor, Josh Schroeder** – Mayor Josh Schroeder

Mayor Schroeder provided comments of gratitude to those that supported him during his campaign.

Adjournment

Motion by Fought, second by Pitts to adjourn the meeting.

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

Mayor Schroder adjourned the meeting at 6:29 PM.

Approved by the Georgetown City Council on _____
Date

Josh Schroeder, Mayor

Attest: City Secretary

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

SUBJECT:

Consideration and possible action to approve a **parkland improvement agreement** between the City of Georgetown and **Daniel Lawrence** and **Danielle Beth Strong** on approximately **1.58 acres of parkland** at **Riverview Estates** (resub), BLOCK F, Lot 22 -- Kimberly Garrett, Parks and Recreation Director and Travis Baird, Real Estate Services Manager

ITEM SUMMARY:

The owners of 102 Woodcrest Court have requested access through unimproved parkland to install a pool on their property. For access to be granted, Parks and Recreation staff requires the homeowner to restore the portion of the parkland that is to be disturbed by the pool construction activities as described in Exhibit "C" of the attached agreement. Generally, the parkland must be restored to its pre-construction state and be warrantied for two years.

Parks and Recreation staff will monitor the construction activities to ensure compliance with the parkland improvement agreement. Staff will also monitor during the warranty period to ensure the parkland is restored per the agreement.

Staff recommends approval of this item.

FINANCIAL IMPACT:

N/A - All costs associated with construction and maintenance are to be borne by the homeowner.

SUBMITTED BY:

Kimberly Garrett, Parks and Recreation Director

ATTACHMENTS:

Parkland Improvement Agreement

PARKLAND IMPROVEMENTS AGREEMENT
between
THE CITY OF GEORGETOWN
and
DANIEL LAWRENCE STRONG AND DANIELLE BETH STRONG

This Parkland Improvements Agreement (the “Agreement”) is entered by and between the City of Georgetown, Texas, a Texas home-rule municipal corporation situated in Williamson County (the “City”), and Daniel Lawrence Strong and Danielle Beth Strong (together, the “Homeowner”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized officers.

WHEREAS, Homeowner owns a total of approximately 0.457 acres of land located in Georgetown, Williamson County, Texas, as more particularly described in the attached Exhibit “A” (the “Property”). The Homeowner intends to install a pool on the Property (the “Project”);

WHEREAS, the City owns a total of approximately 1.58 acres of land located in Georgetown, Williamson County, Texas, as more particularly described in the attached Exhibit “B” (the “Parkland”).

WHEREAS, to facilitate the Project, Homeowner seeks access across the Parkland for its contractors to deliver and remove construction materials and debris from the Property;

WHEREAS, as consideration for granting Homeowner’s desired access, the City requires Homeowner to improve a portion of the Parkland as described in Exhibit “C”; and

WHEREAS, this Agreement provides the specifications and processes for the construction and approval of the Parkland Improvements (defined herein) on or within the Project; and

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I
Definitions

The following terms and phrases used in this Agreement have the meanings set forth below:

“Parkland” shall mean the approximately 1.58 acres of land generally depicted on Exhibit “B” attached hereto.

“Commencement of Construction” shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for the construction of the respective Parkland Improvement; (ii) all necessary permits for the initiation of construction of the respective Parkland Improvement have been issued by the applicable

governmental authorities; (iii) a general contract(s) for construction has been entered into and grading of land for the respective Parkland Improvement has commenced; and (iv) PARD has issued a Notice to Proceed for the respective Parkland Improvement.

“Completion of Construction” shall mean that: (i) the respective Parkland Improvement has been substantially completed; (ii) the City has inspected the respective Parkland Improvement; and (iii) the PARD has approved and accepted the respective Parkland Improvement.

“Parkland Improvements” shall collectively mean those improvements listed on Exhibit “C” attached hereto.

“Parks and Recreation Department” or “PARD” shall mean the City of Georgetown's Parks and Recreation Department.

Article II

Term

The term of the Agreement begins on the last date of execution hereof by the Parties (the “Effective Date”) and, unless terminated in accordance with other provisions of this Agreement, continues until the Parties' obligations hereunder are completed.

Article III

Designation of Representatives

3.1 City Representative. The City designates the Director of the PARD as its authorized representative to act on the City's behalf with respect to this Agreement.

3.2 Homeowner Representative. Homeowner designates Daniel Strong as its authorized representative to act on the Homeowner's behalf with respect to this Agreement.

3.3 Change of Representative. The Parties may designate other or different representatives from time to time by written notice to the other Party.

Article IV

Responsibilities of Homeowner

4.1 Parkland Improvements. Homeowner shall, at no cost to the City, construct or cause to be constructed the Parkland Improvements generally identified on the attached Exhibit “C”.

4.2 Parkland Improvements Construction Schedule.

(a) Commencement of Construction. Homeowner shall cause Commencement of Construction of the Parkland Improvements to occur concurrently with development of the first phase of the Project.

(b) Completion of Construction. Homeowner shall cause Completion of Construction of the respective Parkland Improvement to occur within 30 days after Commencement of Construction of the respective Parkland Improvement, subject to force majeure events and delays caused by governmental authorities.

4.3 Plan Approval. At least ten (10) calendar days prior to the Commencement of Construction, Homeowner shall submit to the City through the City's Planning Department a detailed description of each of the Parkland Improvements for review by PARD (the "Parkland Improvements Description"). The Parkland Improvements Description shall include, for each Parkland Improvement, the following information: a detailed description, purpose, size, location, construction/installation schedule, plans, specifications, construction documents, construction access, and the estimated cost of constructing each Parkland Improvement. The Parkland Improvements Description shall also include a site plan that provides grading and landscaping information, at a minimum. The Homeowner shall cooperate with reasonable requests of PARD for additional information. The Homeowner shall use only the City-approved parkland improvements description, site plan, construction plans, and specifications for the Parkland Improvements (collectively, the "Plans") for construction of the Parkland Improvements.

4.4 Construction Standards. All work must be performed in compliance with the codes and standards of the City in effect as of the Effective Date, including but not limited to, the Parkland Trail Design Standards, the City Code of Ordinances in effect of the Effective Date and the Unified Development Code in effect of the Effective Date (collectively, the "Standards"). All work performed under this Agreement by Homeowner and its contractors (the "Contractors") must also be free from design and construction defects at the time of completion. In addition, Homeowner shall follow all City ordinances and other rules and regulations regarding permits and approvals related to activities and construction of the Parkland Improvements, as well as those of any other governmental entity having jurisdiction over the Project.

4.5 Notice to Proceed. Construction shall not commence on a Parkland Improvement until PARD has issued a written "Notice to Proceed" for the applicable Parkland Improvement for which the City, in its regulatory capacity, has approved Plans. A Notice to Proceed shall be issued within three (3) calendar days after PARD has approved the Plans. If requested by the PARD, the Homeowner shall attend a pre-construction meeting.

4.6 Diligently Pursue. Subject to force majeure events and delays caused by governmental authorities, Homeowner shall diligently prosecute completion of the Parkland Improvements and coordinate all construction activity with designated PARD staff following issuance of the Notice to Proceed.

4.7 Completion. Upon completion of each Parkland Improvement, Homeowner shall request inspection by e-mail and/or phone, plus deliver to PARD written notice that construction of such Parkland Improvement has been completed and is ready for a final inspection. The Homeowner may combine requests for inspections of Parkland Improvements. The Homeowner shall promptly respond to the City's inspection(s) results, including correcting any deficiencies identified by PARD and/or City engineer. The Homeowner shall seek to correct any deficiencies within ten (10) calendar days and inform PARD in writing that the correction will require longer

period to correct, if it requires reordering parts to a specific Parkland Improvement. This process will repeat until the City finds the Parkland Improvements are in conformance with the approved Plans.

4.8 Completion Notice. Following the inspection process outlined above and prior to the City's acceptance of the Parkland Improvements and the Plans, the Homeowner must submit in writing to the City that the Maintenance Security required by Article VI of this Agreement is in place and submit a set of plans certified as "as-built" (collectively, the "Completion Notice"). The Completion Notice shall be submitted to the City not more than thirty (30) days following the City's communication to the Homeowner that the Parkland Improvements are in conformance with the approved Plans. The Homeowner shall promptly revise or add to the Completion Notice based upon the review of PARD and/or City engineer.

4.9 Costs. Homeowner shall be solely responsible for all costs of design and construction of the Parkland Improvements. Any increases in the actual costs of the design and construction of the Parkland Improvements, including cost increases, change orders and overruns shall be borne by Homeowner. Costs include, but are not limited to, landscaping costs, labor costs, site restoration and re-vegetation costs, materials costs, engineering costs, utility connection fees, permits, and inspection fees, if imposed by the City, incurred in the design and construction of the Parkland Improvements.

4.10 Fiscal Posting. For all Parkland Improvements, to secure the Homeowner's performance obligations under this Agreement, the Homeowner shall provide a construction bond, letter of credit, cash escrow, or other form of security acceptable to the City in the amount of One Hundred Twenty Five Percent (125%) of the total cost of constructing all of Parkland Improvements (the "Construction Security"). The Construction Security, if a bond, must be in a form approved for use in the City's Development Manual. The Parkland Improvements must meet the Standards and Plans at the Completion of Construction for the City to release the Construction Security.

Article V

Responsibilities of the City

5.1 Cooperation. City and PARD staff shall use good faith efforts to assist Homeowner in securing all permits and performing inspections necessary to construct the Parkland Improvements. Homeowner and its Contractors shall coordinate with City staff to provide any information in the possession or control of Homeowner or its Contractors that is necessary or will facilitate applications for permits and approvals.

5.2 Plan Approval. Following submittal of the Plans by the Homeowner to the City through the Planning Department, the City shall acknowledge receipt of the Plans and provide the Homeowner with the results of its completeness check within five (5) calendar days. Within thirty (10) calendar days of receipt of the Plans, City shall respond to Homeowner by either approving the Plans or conditionally approving the Plans subject to additional requirements or alterations mutually acceptable to Homeowner and PARD. Failure of PARD to respond to the submittal of the Plans within the 10-day period shall be deemed to be acceptance of same by PARD and the

City. The City's review of the Plans shall repeat until it approves the Plans. PARD may request a pre-construction meeting to which the Homeowner shall attend.

5.3 Inspection. The City shall have the right to inspect each Parkland Improvement during and at the Completion of Construction. It will be the City's intent to provide next business day inspections following the Homeowner's request for inspections as defined in this Agreement; however, no notice will be required prior to an inspection that is in response to the Homeowner's request for an inspection or to address an emergency.

5.4 Notification of Non-Compliance. The City will notify the Homeowner if an inspection reveals that any portion of a Parkland Improvement is not constructed in substantial accordance with the Plans or the Standards. However, the City is not responsible for the construction of the Parkland Improvements, the quality of the material, or the construction methods utilized. In addition, the City is not responsible for making continuous on-site inspections of the construction work and the City has no privity with or responsibility for Homeowner's Contractors or any subcontractors during construction; provided, however, that privity may subsequently exist after construction with the assignments of warranties to the City.

5.5 Punch List. Within fourteen (14) calendar days of receipt of the Completion Notice, the City shall respond to the Homeowner by either submitting a list of items still requiring completion or modification, requesting additional information, or by accepting the Completion Notice. Final approval of the Plans, including all Parkland Improvements, shall be evidenced by a letter of approval from PARD, but shall not be valid unless and until the Maintenance Security required by Article VI of this Agreement is in place. Failure to respond to a Completion Notice within the 14-day period shall be deemed approval by PARD and the City.

5.6 Maintenance. The City shall own and assume the maintenance of the Parkland and Parkland Improvements following City acceptance of the Completion Notice for the respective facility or improvement following Completion of Construction thereof.

Article VI

Warranties and Maintenance

6.1 Maintenance Period. Homeowner hereby warrants that each Parkland Improvement will be free from defects for a period of two (2) years from the date the City accepts the construction of said Parkland Improvements (the "Maintenance Period"). The Homeowner shall correct and repair, or cause to be corrected and repaired, any defects in materials or workmanship of an improvement in the Parkland Improvements that occurs before and during the Maintenance Period due to any cause; provided, however, that Homeowner shall not be responsible for any damage, defect or repair caused by the negligence or willful misconduct of the City. Homeowner shall, at the time of dedication or transfer to the City of the Parkland Improvements, assign to the City, without further recourse against Homeowner, all warranties that Homeowner may have received with respect to each Parkland Improvement. All transfers of Parkland Improvements to the City under this Agreement shall include transfers of associated warranties, bonds, and guarantees.

6.2 Maintenance Security. For all Parkland Improvements, as a condition of the City's acceptance of the Parkland Improvements, and to secure the Homeowner's warranty obligations during the Maintenance Period, the Homeowner shall provide a maintenance bond, letter of credit, cash escrow, or other form of security acceptable to the City in the amount of Twenty Five Percent (25%) of the total cost of constructing all of Parkland Improvements (the "Maintenance Security"). The Maintenance Security, if a bond, must be in a form approved for use in the City's Development Manual. The Parkland Improvements must meet the Standards and Plans at the end of the Maintenance Period for the City to release the Maintenance Security.

Article VII Liability and Indemnification

7.1 Indemnification.

(a) HOMEOWNER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, ATTORNEYS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "INDEMNIFIED PARTIES"), AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS (CLAIMS), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY HOMEOWNER, ITS PARTNERS, MANAGERS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUCCESSORS OR ASSIGNS, (THE "HOMEOWNER PARTIES"); (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE HOMEOWNER PARTIES IN THIS AGREEMENT OR IN A PARKLAND IMPROVEMENT DESCRIPTION; (C) THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE HOMEOWNER PARTIES IN CONNECTION WITH THIS AGREEMENT. CLAIMS TO BE INDEMNIFIED UNDER THIS ARTICLE INCLUDE BUT ARE NOT LIMITED TO CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKERS' COMPENSATION CLAIMS. HOMEOWNER'S OBLIGATIONS UNDER THIS ARTICLE ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE INDEMNIFIED PARTIES OR BREACH OF ANY OF SUCH PARTIES' OBLIGATIONS UNDER THIS AGREEMENT. THE HOMEOWNER'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(b) City shall give Homeowner written notice of a Claim asserted against an Indemnified Party. Homeowner shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Homeowner of any

obligations in this Agreement. In no event may Homeowner admit liability on the part of an Indemnified Party without the written consent of the City Council.

7.2 Notice of Claim. Homeowner shall give notice of any Claim made against any of the Homeowner Parties, a Contractor, or a vendor, related to the Parkland Improvements, Homeowner shall provide written notice of such claim to the City Attorney within five (5) calendar days of the date that Homeowner or any of its employees, agents, or representatives first have actual (not constructive) notice of the Claim. Notification from Homeowner shall include the names and addresses of the person, firm, corporation, or other entity making the Claim and, if known, the basis and alleged amount of the Claim.

7.3 Contractor Indemnity. Homeowner shall require all its Contractors to indemnify City as provided in this Article.

Article VIII Insurance; Bonds

8.1 Insurance. Homeowner shall require its Contractors to procure and maintain in full force and effect for the duration of this Agreement insurance coverages in accordance with the insurance requirements as set forth in Exhibit "D" attached hereto.

8.2 Payment/Performance Bonds. Homeowner shall also require performance and payments bonds from its Contractors in the full amounts of its contract sum(s) for the Parkland Improvement(s).

Article IX Default

9.1 Events of Default. The following are Events of Default under this Agreement:

- (a) Homeowner's failure to design the Parkland Improvements as required to comply with the Standards and Plans;
- (b) Homeowner's failure to construct the Parkland Improvements as required to comply with the Standards and Plans or within the timeframe required by this Agreement;
- (c) Homeowner's failure to provide the City with a complete set of construction plans for each Parkland Improvement certified "as built" and such failure continues for a period of 10 business days following issuance of such certified "as built" plans;
- (d) Homeowner's failure to comply with the warranty that the Parkland Improvements will comply with the Standards and Plans during the Maintenance Period, or failure to post and maintain the Maintenance Security as required by this Agreement;

- (e) Homeowner's failure to provide additional Construction Security within thirty (30) days after written notice and demand;
- (f) The acquisition of the Property by any creditor of Homeowner through foreclosure or an assignment or conveyance in lieu of foreclosure; and/or
- (g) Homeowner's failure to comply with any other term, condition or provision of this Agreement.

An Event of Default may be cured under Article X.

9.2 Notice of Default and Intent to Draw. The City shall provide written notice of default and intent to draw on the Construction Security or Maintenance Security, as applicable, to Homeowner with a copy of the notice to any surety, lender, or trustee. The notice will identify the Event of Default and the City shall provide written notice of such default and an opportunity for Homeowner to cure the default as set forth in Article X. Upon default, or if Homeowner fails to cure the default as allowed by City, the City shall be entitled to draw the amount necessary to perform the Homeowner's obligations under this Agreement up to the total amount of Construction Security and/or Maintenance Security, as applicable. The City may, at its option and discretion, accept substitute security instead of, or in addition to, drawing on the Construction Security and/or Maintenance Security.

9.3 Use of Construction Security and/or Maintenance Security.

- (a) The City may use the Construction Security and/or Maintenance Security for the purpose of completing the Parkland Improvements in accordance with the Standards and Plans or to correct, repair or reconstruct the Parkland Improvements to achieve compliance with the Standards and Plans.
- (b) The City may, at its option and in its discretion, complete some or all the unfinished Parkland Improvements at the time of default, regardless of the extent to which development has taken place or whether development ever commenced, without incurring any obligation to complete any of the unfinished Parkland Improvements.
- (c) The City's draw on the Construction Security and/or Maintenance Security and use of Construction Security and/or Maintenance Security to complete, correct, repair, or reconstruct the Parkland Improvements is not an acceptance of the dedication of the Parkland Improvements. The acceptance of the Parkland Improvements is specifically and expressly conditioned on the delivery to the City of Parkland Improvements constructed to comply with the Standards and Plans or the express order of acceptance by the City Council.

- (d) Construction Security proceeds and/or Maintenance Security proceeds obtained by the City pursuant to one or more draws shall be maintained by the City in an account or accounts until such funds, together with accrued interest thereon, if any, ("Escrowed Funds") are disbursed by the City.
- (e) The City shall disburse the Escrowed Funds as Parkland Improvements are completed, corrected, repaired or reconstructed by the City, or in accordance with the terms of a written construction contract between the City and a third party for the construction of the Public Improvements.
- (f) The City will release the Construction Security, and the Escrowed Funds, if any, within thirty (30) days following acceptance of all the Parkland Improvements by the City if Maintenance Security for all the Parkland Improvements has been provided by Homeowner. If a Maintenance Security has not been provided within thirty (30) days following acceptance of the Parkland Improvements, the Construction Security, and the Escrowed Funds, if any, shall be reduced to an amount that is 25% of the total cost of the construction of the Parkland Improvements.
- (g) For all Parkland Improvements, upon the expiration of the Maintenance Period, if there are no existing defects in or failures of said Parkland Improvements the Homeowner is required to correct, repair or reconstruct, the City's designated engineer will recommend release of the Maintenance Security and/or the remaining Construction Security and/or the remaining Escrowed Funds. The City will release the Maintenance Security and/or the remaining Construction Security and/or remaining Escrowed Funds within thirty (30) days after the City's designated engineer's recommendation.
- (h) The Homeowner has no claim or rights under this Agreement to Construction Security proceeds, Maintenance Security proceeds, or Escrowed Funds, to the extent used by the City.

Article X

Event of Default; Cure/Remedy

10.1 Event of Default. If Homeowner fails to properly or timely fulfill its obligations under this Agreement, the City shall notify Homeowner in writing of the Event of Default. Homeowner shall have ten (10) calendar days from receipt of such notice in which to cure any such Event of Default. If the Event of Default cannot be reasonably cured within said ten (10) day period, and Homeowner has diligently pursued such remedy as shall be reasonably necessary to cure the Event of Default, then the Parties may (but are not required to) agree in writing to an extension of the period in which the Event of Default must be cured.

10.2 Remedies. If, however, Homeowner has not cured the Event of Default as specified in the written notice or any extension within the time provided, or if Homeowner dissolves, becomes inactive, voluntarily files for bankruptcy or take other actions to protect it from its creditors, then the City shall have the right to draw on the Construction Security or Maintenance Security as set forth in Section 9.2 and/or to pursue any other remedy available under the law. Any termination shall be made by sending a written Notice of Termination to the Homeowner.

10.3 Suspension of Work. At any time without prior notice for health and safety reasons, and at any other time with ten (10) calendar days' prior notice, the City may suspend the work or any portion of the work by written notice to Homeowner stating the date on which Homeowner shall resume the work. Homeowner shall resume the work on the date stated in the City's notice. Homeowner shall receive an extension of time to perform equal to the time work is suspended.

10.4 Survival of Terms. Notwithstanding anything to the contrary in this Agreement, the obligations of Homeowner under Article VI of this Agreement pertaining to the required Maintenance Security shall survive termination and Homeowner shall continue to be obligated to obtain and maintain same in accordance with the terms of Section VI of this Agreement.

Article XI.

Condition of Premises; Disclaimer of Warranties

Neither the City nor any agent, employee, or representative of the City is authorized to make or has made any warranties or representations of any kind or character, expressed or implied, with respect to the physical condition of the Parkland or any Parkland Improvement or its fitness or suitability for any particular use.

Article XII

Miscellaneous Provisions

12.1 Cooperation. The City and Homeowner each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder or enable the fulfillment of their respective obligations hereunder, provided in either case the terms of this Agreement are not modified or amended thereby. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any part hereof or any actions taken hereunder by any Party, the City and Homeowner agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement while allowing each Party to effect the benefits of this Agreement to it.

12.2 Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be

employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

12.3 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

12.4 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Exclusive venue shall be in the state district court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

12.5 Independent Contractor. It is understood and agreed by, and between the Parties that each Party, in satisfying the conditions of this Agreement, is acting independently, and that each Party assumes no responsibility or liabilities to any third party in connection with these actions. All duties and obligations of each Party shall be in the capacity of an independent contractor, and not as an agent or employee of the other Party.

12.6 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another delivery service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; or (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective when received. Courtesy copies shall be sent by email to each party as available. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City:

City of Georgetown
P.O. Box 409 Georgetown, Texas 78627
Attn: City Manager

City of Georgetown
P.O. Box 409 Georgetown, Texas 78627
Attn: Parks and Recreation Director

City of Georgetown
P.O. Box 409 Georgetown, Texas 78627
Attn: City Attorney

Homeowner:

Daniel and Danielle Strong
102 Woodcrest Ct.
Georgetown, Texas 78628

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other Party. The Homeowner may, by giving at least five (5) days' written notice to the City, designate additional Parties to receive copies of notices under this Agreement.

12.7 Successor and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12.8 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

12.9 Amendment. The Parties may not amend this Agreement, except in a written agreement executed by authorized representatives of the Parties.

12.10 Waiver. The Parties may not waive any provision in this Agreement, except pursuant to a written waiver executed by the Parties. A waiver made in writing on one occasion is effective only in that instance and only for the purpose it is given and is not to be construed as a waiver on any future occasion or against any other Party.

12.11 No Recourse. No recourse shall be had against any elected official, director, officer, attorney, agent, or employee of the City, whether in office on the Effective Date of this Agreement or after such date, for any claim based upon this Agreement.

12.12 No Joint Venture, Partnership Agency. This Agreement will not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, nor any employer-employee or borrowed servant relationship by and among the Parties.

12.13 Assignment. No Party may assign any of its rights under this Agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other Party, not to be unreasonably withheld conditioned or delayed. Upon any approved assignment or partial assignment, Homeowner shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement for the part of the Project so assigned. Any purported assignment of rights or delegation of performance in violation of this Section is void.

12.14 Authority to Execute. Each Party warrants and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the Party, except as may be limited by applicable bankruptcy, insolvency, or similar laws affecting creditor's rights, or with respect to City's governmental immunity under the Constitution

and laws of the State of Texas.

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

(Signature pages to follow)

Executed this ____ day of _____, 2020.

CITY:

CITY OF GEORGETOWN, TEXAS

By: _____

Josh Schroeder, Mayor

ATTEST:

By: _____

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____

Skye Masson, City Attorney

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2020, by
Josh Schroeder, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the
City.

(SEAL)

Notary Public

My Commission expires: _____

Executed this ____ day of _____, 2020.

HOMEOWNER:

**Daniel Lawrence Strong and
Danielle Beth Strong**

By: _____
Daniel Lawrence Strong

By: _____
Danielle Beth Strong

State of TEXAS §
 §
County of Williamson §

This instrument was acknowledged before me on _____,
2020, by Daniel Lawrence Strong.

(SEAL)

Notary Public
My Commission expires: _____

State of TEXAS §
 §
County of Williamson §

This instrument was acknowledged before me on _____,
2020, by Danielle Beth Strong.

(SEAL)

Notary Public
My Commission expires: _____

EXHIBIT A
PROPERTY

RIVERVIEW ESTATES (RESUB), BLOCK F, LOT 16

EXHIBIT B
PARKLAND

Riverview Estates (resub), BLOCK F, Lot 22

EXHIBIT C
PARKLAND IMPROVEMENTS

1. All construction materials, debris, and other trash within the Parkland must be removed and disposed of properly.
2. No heavy equipment (larger than a Bobcat) is permitted within the Parkland. A representative from Enterprise Pipeline will need to be present for any work within the Parkland. Please call Albert at Enterprise Pipeline, 512-750-0004, with any questions, issues, or to set up the time and date for clearing of the spoils.
3. The disturbed area must be cultivated to reverse soil compaction as a result of construction activity.
4. Topdress all disturbed areas with topsoil to fill any ruts or depressions created from the construction activity.
5. Hydroseed native grass mix on all disturbed areas. Must be this seed mix:
https://www.seedsource.com/catalog/detail.asp?product_id=2804

EXHIBIT D

INSURANCE REQUIREMENTS

1. CONTRACTOR shall purchase and maintain insurance in the types and amounts indicated below for the duration of the Agreement (unless a longer duration is specified), which shall include items owned by the City of Georgetown, Texas ("OWNER") in the care, custody and control of CONTRACTOR prior to and during the term of the Contract and all warranty periods. Failure to purchase and maintain the required insurance shall be grounds for Termination of the Agreement or Suspension of the Work by OWNER. Except for the Worker's Compensation policy, the other insurance policies required by the Agreement to be obtained by CONTRACTOR must state that OWNER, its officials, directors, employees, representatives, and volunteers are added as additional insureds with regard to operations and activities by or on behalf of the named insureds performed under contract with OWNER. The additional insured status must cover completed operations as well, and the policy covering completed work must remain in effect until the expiration of the statute of repose.

2. CONTRACTOR must complete and forward the required Certificates of Insurance to OWNER before the Agreement is executed as verification of coverage required below. CONTRACTOR shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by OWNER. Approval of insurance by OWNER shall not relieve or decrease the liability of CONTRACTOR hereunder and shall not be construed to be a limitation of liability on the part of CONTRACTOR. CONTRACTOR must also complete and forward the required Certificates of Insurance to OWNER whenever a previously identified policy period has expired as verification of continuing coverage.

3. Contractor's insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better, except for hazardous material insurance which shall be written by companies with A.M. Best ratings of A- or better.

4. All endorsements naming the OWNER as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall indicate: City of Georgetown, 808 Martin Luther King, Jr. Street, Georgetown, Texas 78626, ATTN: Contract Manager.

5. The "other" insurance clause shall not apply to the OWNER where the OWNER is an additional insured shown on any policy. It is agreed that the CONTRACTOR's insurance shall be considered primary with respect to any insurance or self-insurance carried by OWNER. The CONTRACTOR'S insurance shall apply separately to each insured against whom a claim is made and/or lawsuits brought, except with respect to the limits of insurer's liability.

6. If insurance policies are not written for amounts specified below, CONTRACTOR shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

7. OWNER shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the Parties hereto or the underwriter on any such policies.

8. OWNER reserves the right to review the insurance requirements set forth during the effective period of this Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by OWNER based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as CONTRACTOR.

9. CONTRACTOR shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

10. CONTRACTOR shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

11. The policies must contain the following language: "This policy shall not be cancelled, materially changed, or not renewed until after thirty (30) days prior written notice has been given to OWNER." In addition, CONTRACTOR shall provide OWNER thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

12. If OWNER-owned property is being transported or stored off-Site by CONTRACTOR, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect OWNER's property.

13. The insurance coverages required under this contract are required minimums and are not intended to limit the responsibility or liability of CONTRACTOR.

14. Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the Agreement, at the Subcontractor's own expense, to maintain during the term of the Agreement, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, the CONTRACTOR may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. The CONTRACTOR's certificate of insurance shall note in such event that the Subcontractors are included as additional insureds and that CONTRACTOR agrees to provide Workers' Compensation for the Subcontractors and their employees. The CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. The CONTRACTOR must retain the certificates of insurance for the duration of the Agreement plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its subcontractors. The OWNER shall be entitled, upon request and without expense, to receive copies of these certificates.

B. Business Automobile Liability Insurance. Provide coverage for all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage. The policy shall contain the following endorsements in favor of OWNER:

- Waiver of Subrogation endorsement TE 2046A;
- 30 day Notice of Cancellation endorsement TE 0202A; and
- Additional Insured endorsement TE 9901 B.

- Provide coverage in the following types and amounts:
- A minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence. No aggregate shall be permitted for this type of coverage.

Such insurance shall include coverage for loading and unloading hazards.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401). CONTRACTOR shall assure compliance with this Statute by submitting two (2) copies of a standard certificate of coverage (e.g. ACCORD form) to Owner's Representative for every person providing services on the Project as acceptable proof of coverage. The required Certificate of Insurance must be presented as evidence of coverage for CONTRACTOR. Workers' Compensation Insurance coverage written by the Texas Workers Compensation Fund is acceptable to OWNER. CONTRACTOR's policy shall apply to the State of Texas and include these endorsements in favor of OWNER:

- Waiver of Subrogation, form WC 420304; and
- 30 day Notice of Cancellation, form WC 420601.

The minimum policy limits for Employers' Liability Insurance coverage shall be the minimum amounts required to meet the statutory requirements of Texas Labor Code, Section 401.011(44), or the following, whichever is greater:

- \$1,000,000 bodily injury per accident, and
- \$1,000,000 bodily injury by disease policy limit; and
- \$1,000,000 bodily injury by disease each employee; and
- \$1,000,000 Employer's Liability.

CONTRACTOR has the option to self-insure in accordance with applicable law and OWNER approval.

D. **Commercial General Liability Insurance.** The Policy shall contain the following provisions (to the extent available):

- Blanket contractual liability coverage for liability and indemnifications assumed under the Agreement and all contracts relative to this Project.
- Completed Operations/Products Liability until the end the statute of repose period.
- Explosion, Collapse and Underground (X, C & U) coverage.
- Independent Contractor's coverage.

- Aggregate limits of insurance per project, endorsement CG 2503.
- OWNER listed as an additional insured, endorsement CG 2010.
- 30 day notice of cancellation in favor of OWNER, endorsement CG 0205.
- Waiver of Transfer of Recovery Against Others in favor of OWNER, endorsement CG 2404 fully insuring CONTRACTOR'S or Subcontractor's liability for bodily injury and property damages with a combined bodily injury (including death) and property damage minimum limit of:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed operations aggregate Coverage shall be on an "occurrence" basis.

E. Intentionally Omitted.

F. Umbrella Liability Insurance. The CONTRACTOR shall obtain, pay for, and maintain umbrella liability insurance during the contract term, insuring the CONTRACTOR (or subcontractor) for an amount not less than \$1,000,000 that provides coverage at least as broad and applies in excess of and follows the form of the primary liability coverages required hereunder. The policy shall provide "drop down" coverage where underlying primary insurance coverages limits are insufficient or exhausted.

PERFORMANCE AND PAYMENT BONDS

A. *General.*

1. Bonds, when required by the Agreement or by Chapter 2253 of the Texas Government Code, shall be executed on forms furnished by or acceptable to OWNER. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

B. *Performance Bond.*

1. If the estimated cost of constructing the Parkland Improvements exceeds \$100,000, CONTRACTOR shall furnish OWNER with a Performance Bond in the form set out by OWNER. The Performance Bond shall be effective for the term of the Agreement and through all warranty period(s).

2. If the estimated cost of constructing the Parkland Improvements exceeds \$25,000 but is less than or equal to \$100,000, CONTRACTOR shall furnish OWNER with a Performance Bond in the form set out by OWNER, unless the original estimated time for Completion of Construction is 60 Calendar Days or less, in which case CONTRACTOR can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no money will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER; CONTRACTOR shall be entitled to receive 95% of the estimated cost of construction of the Parkland Improvements following Final Completion, and the remaining 5% of the Contract Amount following the one year warranty period.

3. If the estimated cost of constructing the Parkland Improvements is less than or equal to \$25,000, CONTRACTOR will not be required to furnish a Performance Bond.

4. If a Performance Bond is required to be furnished, it shall extend for the one year warranty period, or longer if the warranty periods are longer.

C. *Payment Bond.*

1. If the estimated cost of constructing the Parkland Improvements exceeds \$25,000, CONTRACTOR shall furnish OWNER with a Payment Bond in the form set out by OWNER.

2. If the estimated cost of constructing the Parkland Improvements is less than or equal to \$25,000, CONTRACTOR will not be required to furnish a Payment Bond; provided that no money will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER.

D. *Power of Attorney.* Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

E. Bond Indemnification. The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Tex. Gov't Code, Chapter 2253. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, THE CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD THE OWNER HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.

F. Furnishing Bond Information. OWNER shall furnish certified copies of the payment bond and the related Agreement to any qualified person seeking copies who complies with Tex. Gov't Code, §2253.026.

G. Claims on Payment Bonds. Claims on payment bonds must be sent directly to the CONTRACTOR and his surety in accordance with Tex. Gov't Code § 2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the CONTRACTOR on such Contract, and that reliance on notices sent to the OWNER may result in loss of their rights against the CONTRACTOR and/or his surety. The OWNER is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

H. Payment Claims when Payment Bond not Required. The rights of Subcontractors regarding payment are governed by Tex. Prop. Code, §§53.231 - 53.239 when the estimated cost of constructing the Parkland Improvements is less than \$25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to the CONTRACTOR as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claim.

I. Minimum Standards for Sureties. Sureties shall be listed on the US Department of the Treasury's Listing Approved Sureties stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

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

SUBJECT:

Consideration and possible action to approve an **agreement** for **billing** and **collection services** between the City of Georgetown and **Williamson County** related to **assessments** for the Georgetown Village Public Improvement District (**GVPID**) -- Wayne Reed, Assistant City Manager

ITEM SUMMARY:

The City Council authorized the creation of the Georgetown Village Public Improvement District (GVPID) via Resolution No. 990223-N, and amended via Resolution Numbers 050801-AA-1, 032602-R, 040803-V-2, 011309-JJ, 062612-M, and 072214-R, to fund certain public improvements that benefit the land within the approximate 391.83-acre district (Exhibit "A"). These improvements include pocket parks, landscape areas, street trees, sidewalks, trails, alleyways, distinctive lighting, signage, recreational facilities, and other related improvements. Additionally, it includes those services necessary for the administration and operation of the district, including those of the City and the annual collection of assessments, all of which are updated and approved annually through the Service Plan and Assessment Plan (SAP).

On September 8, 2020, the City Council approved the Ordinance approving and adopting the 2021 Service Plan (SAP), 2020 Assessment Roll, establishing classifications for the apportionment of costs and the methods of assessing special assessments, which were approved at \$0.14 per \$100 valuation, for the services and improvements to property in the Georgetown Village Public Improvement District No. 1 (GVPID).

This formalized agreement authorizes the County exclusively, acting through the Williamson County Tax Assessor-Collector, to bill and collect the annual installments of the assessments related to the Georgetown Village Public Improvement District.

The next step is for the Commissioners Court to approve this agreement at their December meeting. The agreement is expected to take effect in the FY 2021 billing and collection of the assessments for Georgetown Village Public Improvement District (GVPID).

FINANCIAL IMPACT:

The City agrees to pay the County an annual fee for each parcel or tract of land in the District that is billed for the installment of an Assessment in an amount to be set annually by the Tax Assessor-Collector, which is \$.26 per parcel for the 2020 tax year and is an estimated total of \$315.38 for the 1,213 (+/-) parcels within the GTVPID boundaries.

The funds to pay for the annual fee are budgeted within the PID expenses under Appraisal Contracts.

SUBMITTED BY:

Wayne Reed, Assistant City Manager

ATTACHMENTS:

Interlocal Billing and Collection Agreement

Exhibit A - Georgetown Village Public Improvement District (GVPID) Boundary Lines

**AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS
AND THE CITY OF GEORGETOWN, TEXAS
FOR BILLING AND COLLECTION SERVICES RELATED TO THE
GEORGETOWN VILLAGE PUBLIC IMPROVEMENT DISTRICT**

This agreement (the "Agreement") is between Williamson County, Texas (the "County"), a political subdivision of the State of Texas, and the City of Georgetown, Texas (the "City"), a home-rule municipality located within the territory of the County, for billing and collection services related to the Georgetown Village Public Improvement District (the "District") authorized and administered by the City.

RECITALS

A. The City authorized the District, effective on February 23, 1999, by a majority vote of all members of its City Council adopting a resolution (Resolution No. 990223-N) in accordance with the City Council's findings as to the advisability of the planned services and improvements, pursuant to Section 372.010 of the Texas Public Improvement District Act (the "PID Act") (Tex. Local Gov't Code Secs. 372.001 to 372.026). The City has in the past, and may in the future, over time and from time to time, altered the boundaries of the District, and this Agreement will remain in force until terminated.

B. The City adopted assessment plans apportioning the cost of the planned services and improvements among the parcels of real property in the District and prepared a proposed assessment roll stating the amount of the assessment due from each such parcel (the "Assessments") pursuant to Sec. 372.016 of the PID Act. The City published and mailed the required notices and held a public hearing, heard and passed on all objections to a proposed Assessment, and by ordinance levied the Assessments against such parcels as a special assessment on the property in accordance with Sec. 372.017 of the PID Act, providing in the ordinance that the Assessments may be paid in annual installments.

C. The City and the County find that it is in the mutual interest of the citizens of the City and the County for the City to contract with the County to perform the duties related to the billing and collection of the of the Assessments, as authorized by Sec. 372.0175 of the PID Act and pursuant to the Intergovernmental Cooperation Act (Tex. Gov. Code, Chapter 791).

D. Except as otherwise provided herein, the term "Assessment" as used in this Agreement shall refer to both the full apportioned cost of the planned services and improvements due from each parcel according to the assessment roll and the annual installments due from each parcel, whether fixed or determined annually.

AGREEMENT

Therefore, in consideration of the mutual promises stated herein, the County and the City agree as follows:

1. **Agreement for Billing and Collection of Installments of Assessments.** Beginning on the Effective Date (defined below) and continuing until the Agreement is terminated pursuant to its terms, the City authorizes the County exclusively, acting through the Williamson County Tax Assessor-Collector (the "Tax Assessor-Collector"), to bill and collect the annual installments of the Assessments and to represent the City for all purposes related to the billing and collection of such installments, except as stated below. The County agrees to perform for the City all of the duties of the City related to the billing and collection of the installments provided in the assessment plan and Texas law. The County further agrees to send monthly collection reports to the City, prepare tax certificates, develop and maintain delinquent assessment rolls for the City, and provide copies of all records related to the services that the County provides under this Agreement. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the duties of the County under this Agreement. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

2. **Exclusions.** This Agreement will not include billing or collection of the following:

2.1 Assessments in amounts other than annual installments; and

2.2 Any installments of the Assessments that are for years for which the tax lien on the property has been transferred by the County to a transferee at the request of the owner according to Texas Tax Code Sec. 32.06; and

2.3 Any Assessments on property for which the owner has deferred collection of the property taxes on the property as allowed by Texas Tax Code Sec. 33.06 or 33.065.

The billing and collection of the foregoing excluded Assessments will remain the responsibility of the City.

3. **Term of Agreement.** The term of this Agreement will begin on the latest date accompanying the signature lines of the duly authorized representatives of the parties on this Agreement (the "Effective Date"), and will terminate on the date that is one (1) year after the Effective Date (the "Initial Term"), unless renewed and extended as provided below. After the Initial Term, this Agreement will be automatically renewed and extended for an additional one (1) year term unless a party terminates the Agreement by giving written notice of termination to the other party not later than ninety (90) calendar days before the end of the Initial Term. If the Agreement is renewed and extended after the Initial Term, thereafter it will be renewed and extended automatically for succeeding one (1) year terms unless a party terminates the Agreement by giving written notice of termination to the other party not later than ninety (90) days before the end of then-current term. If a written notice of termination is given, the Agreement will nevertheless remain in effect for the remainder of the term in which the notice is given and will remain in effect thereafter with respect to any Assessment for which a suit to foreclose the assessment lien was been filed prior to such termination, until the suit is dismissed or a sale of the property to carry out the foreclosure has occurred and the proceeds have been collected.

4. **Assessment Data.** Each year during the term of this Agreement, on or before September 1, the City will provide to the Tax Assessor-Collector the amount of the annual installment due for that year on the Assessment against each tract of real property in the District except tracts that are exempt. The data will be provided to the Tax Assessor-Collector electronically in a format that is compatible with the format of the County's property tax records. The Tax Assessor-Collector will provide no less than ninety (90) days' notice to the City of any required format change in the electronic file. The City will notify the Tax Assessor-Collector of any adjustments of the annual installments and will be responsible for paying any refunds that result from such adjustments. The City will not provide the Tax Assessor-Collector with the total amounts of the Assessments, and the County will not be responsible for the billing or collection of the Assessments other than in annual installments. Determining exemptions, calculating the amounts

of the annual installments, computing the cumulative balances of the Assessments, and any collection of the Assessments other than in annual installments will remain the responsibility of the City. The calculation of annual installments will be based on the ownership defined by the current tax appraisal roll of the Williamson Central Appraisal District ("WCAD") for the year of the installments. If the City fails to provide the Assessments to the Tax Assessor-Collector by September 15 of the Initial Term or any renewed term of this Agreement, the Agreement may be terminated by the County upon written notice to the City according to Section 12 below. The initial delivery of data by the City to the Tax Assessor-Collector will also include a record of all payments made on the Assessments during the preceding five (5) years. The Tax Assessor Collector will make available to the City a continuous on-line disbursement report summarizing the payments collected.

5. **Billing of Assessments.** The Tax Assessor-Collector will bill the annual installments of the Assessments to the property owners by including the amount of the installment as a line item in the consolidated property tax bill mailed by the Tax Assessor-Collector to each owner of real property in the District. The bills will be mailed about October 1 of each year or as soon thereafter as practicable. Each tax bill that includes a line item for an installment of an Assessment will also include a statement in substantially the following language: "Assessments of public improvement districts are not taxes but are collected by the Williamson County Tax Office under an agreement with the municipality."

6. **Collection of Assessments.** The Tax Assessor-Collector will collect the installments of the Assessments and remit the amount collected to the City daily by electronic funds transfer, after deducting the amount due to the County as billing and collection fees, as provided in Section 10 below. The Tax Assessor-Collector and private legal counsel contracted by the County for the collection of delinquent property taxes will also collect any delinquent installments of the Assessments, including filing suits for foreclosure of the lien securing the Assessments provided in Sec. 372.018 of the PID Act. All of the terms of Sec. 372.018 of the PID Act and all of the provisions of the Texas Tax Code with respect to payment, refunds, delinquency, penalties and interest, waiver of penalties and interest, costs and expenses of collection, attorney's fees, personal liability, installment payment of delinquent amounts, suits, lien foreclosure, limitation of

collection, redemption, and other matters related to the collection of property taxes will also apply to the collection of the installments of the Assessments, except that the provisions of Texas Tax Code Sec. 32.06 on property tax loans and the transfer of tax liens, and Texas Tax Code Secs. 33.045, 33.06, and 33.065 on the deferral of collection of property taxes on certain residential homesteads will not apply. Billing and collection of the installments of Assessments on property for which the tax lien has been transferred to a transferee or that is subject to such deferral of collection of taxes will remain the responsibility of the City, as provided in Section 2 above. Any partial collection of delinquent taxes and delinquent installments of Assessments will be divided pro-rata among the entities imposing the taxes and the Assessments without preferring one entity over another. During the term of this Agreement, only the Tax Assessor-Collector will collect the installments of the Assessments. If any payments are received by the City for amounts billed by the Tax Assessor-Collector on the City's behalf, they will be remitted to the Tax Assessor-Collector. The City will notify the Tax Assessor-Collector if any Assessment is prepaid to the City, in full or in part.

7. **Notice to Property Owners.** If the City has not done so before the Effective Date, then after the Effective Date and prior to the mailing by the County of the first bills for annual installments of the Assessments, the City will notify each owner of property in the District, except exempt property, by first class mail that the subsequent installments of the Assessment on the owner's property will be billed by and paid to the Tax Assessor-Collector until the owner is notified that this Agreement is terminated.

8. **Foreclosure Suits.** The City hereby agrees and expressly authorizes the County to contract on the City's behalf with private legal counsel for the collection of the delinquent installments of an Assessment, said private counsel being the same contracted by the County for the collection of delinquent property taxes. The maturity of the subsequent installments will not accelerate following a default in payment. The County and its private legal counsel will control the filing and conduct of foreclosure suits, with advice from the City. Attorney's fees, costs, and expenses of collection that are collected after the filing of a suit for foreclosure will be retained by the County in addition to the billing and collection fees provided in Section 10 below. If a suit is filed for a delinquent installment of an Assessment and delinquent taxes on the property and the suit

results in an order for foreclosure of the assessment lien and the tax lien, the City recognizes that the ad valorem tax lien is superior to the assessment lien, according to Sec. 372.018(b)(2) of the PID Act. Furthermore, the lien runs with the land, and that portion of the assessment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien, according to Section 372.018(d).

9. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to benefit a third-party beneficiary. The County and the City will act independently in carrying out their respective obligations under this Agreement, and neither the County nor the City assumes any responsibility to a third party in connection with this Agreement.

10. **Billing and Collection Fees.** As fees for the billing and collection services provided under this Agreement, the following provisions apply:

10.1 The City agrees to pay the County an annual fee for each parcel or tract of land in the District that is billed for the installment of an Assessment in an amount to be set annually by the Tax Assessor-Collector. The parcel fee for the billing and collection of the installments shall not exceed the parcel fee set for the year by the tax Assessor-Collector for the billing and collection by the Tax Assessor-Collector of property taxes for the City. The City agrees that the Tax Assessor Collector may deduct the amount of the parcel fee from the amount of the first installments collected prior to the remittance of the collections to the City. The parcel fee will be retained by the Tax Assessor-Collector to defray the costs of billing and collection.

10.2 Should the County subsequently expect to incur any actual additional costs related to discharging its duties under this Agreement such as costs required to modify software or comply with new legal requirements associated with collecting the Assessments, the County shall provide written notice to the City of the proposed additional costs (which notice must include documentation of the proposed actual additional costs). The City shall be allowed ninety (90) days to review the proposed additional actual costs and either agree to pay the County or give notice to terminate this Agreement.

11. **Entire Agreement.** This Agreement sets out the entire agreement between the County and the City with respect to the billing and collection of the Assessments and supersedes all

previous negotiations, representations, and agreements, whether written or oral. This Agreement may be amended only by a written instrument executed by the representatives of the County and the City authorized by their respective governing bodies.

12. **Notices.** Any notice that a party is required or permitted to give under this Agreement will be in writing and mailed by first class mail to the address of the other party shown below or to such other address of which the other party may notify the party in writing.

The County: Williamson County Tax Office
Attn: Williamson County Tax Assessor-Collector
904 S. Main Street
Georgetown, Texas 78626

The City: City Manager
City of Georgetown, Texas
808 Martin Luther King, Jr. Street
Georgetown, Texas 78626

With a required copy to:
City Attorney
City of Georgetown, Texas
809 Martin Luther King, Jr. Street
Georgetown, Texas 78626

13. **Limited Liability.** The County will not be liable to the City for any failure to collect the installments of the Assessments. And the Tax Assessor-Collector will not be liable to the City for any failure to collect the installments of the Assessments unless such failure is the result of the Tax Assessor-Collector's failure to perform the duties imposed on him or her by law or this Agreement. The Tax Assessor-Collector will not be liable to the City for any failure to collect the installments if the Tax Assessor-Collector's failure to perform the duties imposed by law or this Agreement was due to circumstances beyond the Tax Assessor-Collector's control. In executing this Agreement, neither the County nor the City intends to waive or will be deemed to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

14. **Applicable Law.** This Agreement will be governed, interpreted, and enforced according to the laws of the State of Texas. The terms of the Agreement are severable. If any term or

provision is held to be invalid, illegal, or unenforceable, the remainder of the Agreement will remain in effect.

15. **Persons Bound.** This Agreement is binding on the parties and their respective successors and assigns.

16. **Venue.** All obligations under this Agreement are performable in Williamson County, Texas. The venue for any suit over a dispute based on or arising out of this Agreement will be in Williamson County, Texas

17. **Party Representatives.** The County designates the Tax Assessor-Collector to represent the County, and the City designates the City of Georgetown Finance Director to represent the City for all purposes related to this Agreement.

18. **Authorization.** The undersigned representatives of the County and the City warrant that they are duly authorized by the governing bodies of their respective political subdivisions to execute this Agreement on behalf of the parties.

*[The remainder of this page is intentionally left blank.
Signature pages and acknowledgements follow on separate pages.]*

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: County Judge

Approved:

Larry Gaddes
Tax Assessor-Collector, Williamson County

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 20____, by _____
_____, County Judge of the County of Williamson, Texas, on behalf of Williamson
County, Texas.

(SEAL)

Notary Public, State of Texas

CITY OF GEORGETOWN, TEXAS

By: _____

Printed Name: _____

Title: Mayor

Approved:

Leigh Wallace
Finance Director, City of Georgetown

Approved as to form:

Skye Masson
City Attorney, City of Georgetown

STATE OF TEXAS §

§

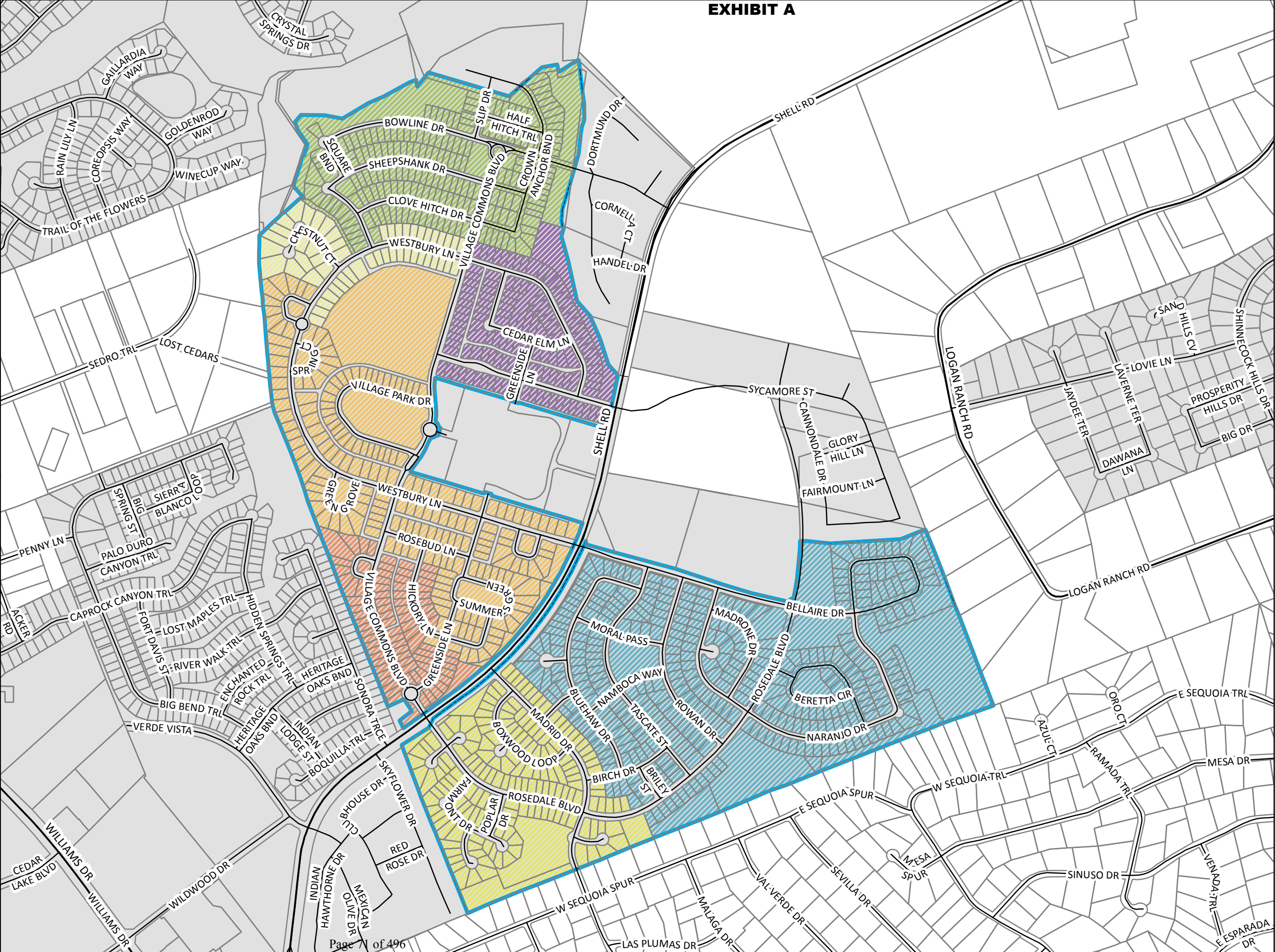
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 20____, by _____, Mayor of the City of Georgetown, Texas, a home rule city, on behalf of the City of Georgetown, Texas.

(SEAL)

Notary Public, State of Texas

EXHIBIT A

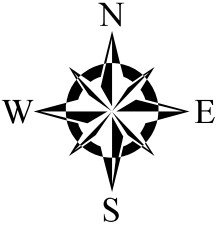


Georgetown Village PID
Location Map

Shell Road
City Council District 5

August 2020

- LEGEND**
- Streets
 - Parcels
 - Georgetown City Limits
 - GVPID #1
 - Res. 990223-N/Ord. 99-22
 - Res. 050801-AA-1/Ord. 2001-42
 - Res. 032602-R/Ord. 2002-30
 - Res. 040803-V-2/Ord. 2003-37
 - Res. 011309-JJ/Ord. 2009-12
 - Res. 062612-M/Ord. 2012-74
 - Res. 072214-R/Ord. 2014-48



0 212.5 425 850 1,275 Feet

For Information Purposes Only

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

SUBJECT:

Consideration and possible action to approve a Resolution authorizing a **license to encroach** to allow the placement of **firewood cages and tables** with **chairs** on City property known as Lot 6A1, Amending Plat of Lot 6, Block 52, City of Georgetown, located on the **east side of Main Street between 8th and 9th Streets** be granted to Kork Enterprises, Inc. d/b/a **Kork Wine Bar** -- Travis Baird, Real Estate Services Manager

ITEM SUMMARY:

Kork Wine Bar is requesting a license to allow the placement of firewood cages and tables with chairs on city property located adjacent to, and north of the side of, the building in which Kork is renting space located at 815 S. Main Street. The City's property is just over 14 feet in width, with two transformers taking up the most western 20-30' of the property. The remainder of the City's property, which is a significant proportion of the whole, is not currently being used and has been improved with a concrete surface as part of the restoration following use for construction by the owner of the Watkins Building.

Kork would place three large cages (2x4x8) for storing fire wood, as well as multiple tables with chairs of various dimensions. They are required to maintain a minimum distance of 10' from any of the City's electrical transformers as well as 5' from the door for the Watkins Building's Fire Riser Room door.

The placement of these items would free up storage room within their business, as well as increase seating for Kork and the surrounding businesses.

Staff recommends approval of this item.

Project No. 2020-LIC-16

FINANCIAL IMPACT:

n/a. All costs associated with the improvements to be borne by Licensee.

SUBMITTED BY:

Travis Baird

ATTACHMENTS:

Resolution

Exhibit

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN
MAKING CERTAIN DETERMINATIONS AND AUTHORIZING THE
MAYOR TO EXECUTE A REVOCABLE LICENSE
AGREEMENT PERTAINING TO THE ENCROACHMENT OF THREE
FIREWOOD CAGES AND MULTIPLE TABLES WITH CHAIRS INTO THE
A CITY OWNED PROPERTY, KNOWN AS LOT 6A1, AMENDING PLAT OF
LOT 6, BLOCK 52, CITY OF GEORGETOWN, LOCATED ON THE EAST
SIDE OF MAIN STREET BETWEEN 8TH AND 9TH STREETS.**

WHEREAS, the City of Georgetown (the City) owns real property which is Lot 6A1, Amending Plat of Lot 6, Block 52, City of Georgetown, according to the Plat recorded in Document No. 2018052991 (Property); and

WHEREAS, the City has received a request from Kork Enterprises, Inc., d/b/a Kork Wine Bar, as the lessee of the first floor suite of the building located at 815 S. Main Street, which is adjacent to and south of the Property, to allow the encroachment onto the Property of three (3) firewood cages and multiple tables and chairs, utilizing an area depicted, and according to the distance restrictions described, in Exhibit "A", attached hereto (License Area); and,

WHEREAS, the placement of these items on the City's property would provide for additional seating for the general public as well as surrounding businesses; and,

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

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

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

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

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

Resolution No. _____

Description: License to Encroach, Kork, 2020-16-LIC

Approved: _____

RESOLVED this _____ day of _____, 2020.

CITY OF GEORGETOWN

ATTEST:

By _____
Josh Schroeder, Mayor

Robyn Densmore, City Secretary

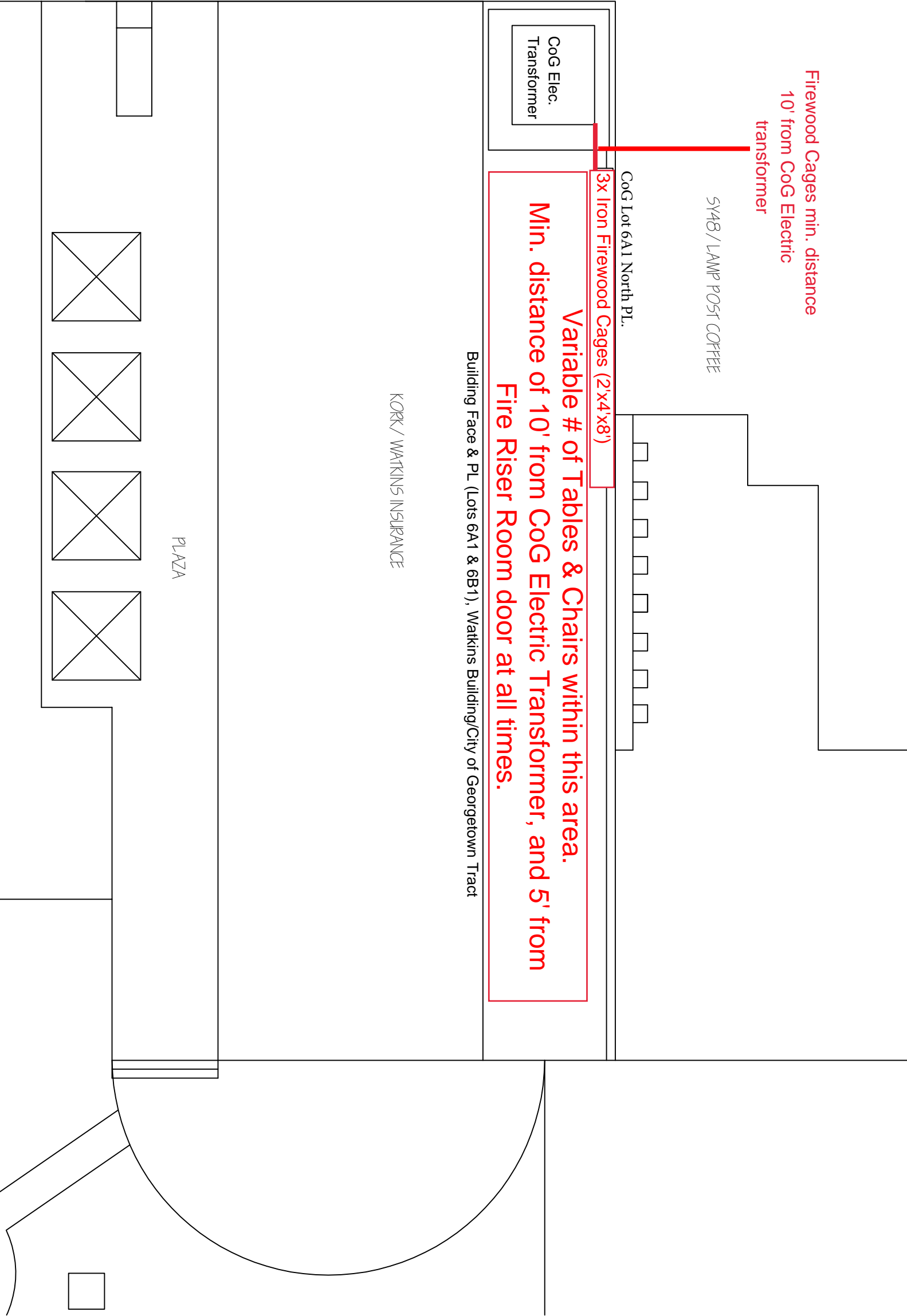
APPROVED AS TO FORM:

Skye Masson, City Attorney

Resolution No. _____

Description: License to Encroach, 600 Degrees Awnings

Date Approved: _____



REVOCABLE LICENSE AGREEMENT

THE STATE OF TEXAS

*

*

KNOW ALL MEN BY THESE PRESENTS:

*

COUNTY OF WILLIAMSON

This is a Revocable License Agreement by and between the City of Georgetown, a Texas home-rule municipal corporation (hereinafter referred to as "LICENSOR"), and Kork Enterprises, Inc., a Texas Corporation, d/b/a Kork Wine Bar whose address is 107 Rose Springs, Georgetown, Texas 78626 (hereinafter referred to as "LICENSEE"), Lessee of Lot 6B1, Amending Plat of Lot 6, Block 52 of the Original Townsite of Georgetown, more particularly described in Document No. 2018052991 of the Official Deed Records of Williamson County, Texas, and located at 815 S. Main Street, Georgetown, Texas 78626 Georgetown, Williamson County, Texas. LICENSOR hereby grants a license to the said LICENSEE to permit three (3) firewood cages and multiple tables with chairs to encroach into and be placed upon the City property known as Lot 6A1, Amending Plat of Lot 6, Block 52 of the Original Townsite of Georgetown, more particularly described in Document No. 2018052991, said firewood cages and tables and chairs to be placed as shown on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, said right of way being owned and occupied by the City of Georgetown, Williamson County, Texas, but such improvements shall at all times not be in contact with any electric, water, sewer, or other utility, or equipment, or interfere in any way with such utility, improvements and other property, or the use of the sidewalk and right of way for it's intended purpose, and subject to the following terms and conditions:

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

LICENSEE shall not construct any additional improvements, or make any additions or alterations on or over the City right-of-way, without the prior written consent of the City Council.

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

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

LICENSEE shall keep the property, Structure, Awnings and Premises in good condition and repair and in a clean, orderly, and attractive condition during the term of this License. LICENSEE shall be responsible for all maintenance of the Structure, Awnings and Premises and shall repair any damage to the Premises regardless of the cause of such damage, at LICENSEE's sole expense.

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

- A. If an inspection reveals that any part of the structure or facility or other aspect of the licensed area does not comply with applicable terms and provisions of the City Code of Ordinances, the owner of the structure or facility shall be notified and required to make such repairs as are necessary in order to comply with the applicable terms and provisions of the City Code of Ordinances. If any Licensee fails and refuses to allow the Director, or his designee, to come upon or enter the licensed area for the purpose of making an inspection, he may be prosecuted under the terms of Chapter 12.09 of the Code of Ordinances, and the Director may revoke the revocable license for the licensed area, and such action shall be final.
- B. The City shall have the right at any and all times upon 180 days written notice to the Licensee, its representatives, successors or assigns, to take possession of and use all or any part of the licensed area in the event that such use be reasonably desired or needed

by the City for street, sewer, transportation or any other public or municipal use or purpose, and in such event, the City shall have the right to cancel the revocable license as to that portion of the licensed area so designated and required by the City.

- C. The Licensee shall have the right at any time upon 180 days written notice to the City, to relinquish the use and possession of all or any part of the licensed area as it may so determine and to cancel said revocable license as to that part so relinquished.
- D. Upon the lawful termination of a revocable license issued hereunder, in whatsoever manner such termination may be made, Licensee, assigns, successors and representatives, bind and obligate themselves to restore the licensed area to the original condition as it existed prior to any construction, or to fulfill any other reasonable conditions for the restoration of the licensed area which may be acceptable to the City, and should the Licensee, assigns, successors, or representatives fail or refuse to do so within 90 days after such termination then in that event the City may do or have done the work necessary for such purpose at the sole cost, risk, liability and expense of Licensee, their assigns, successors and representatives.
- E. Upon written consent of the City, acting by and through the Director, the Licensee may, at his sole cost, risk liability and expense including public liability and property damage insurance in the amounts specified in Subsection 12.09.030 D.4 of Code of Ordinances, remove, reroute, reconstruct, lower or raise any existing utility lines, public or private sewer lines, water lines, including storm sewers, pipes or conduits presently located within a public street, roadway, sidewalk or easement or the City's right-of-way, provided that before changing or interfering with any such utility lines as described aforesaid, the Licensee shall notify the respective utility companies and the City, owning or operating the aforesaid utility lines, concerning any and all changes, modifications, rerouting of or any interference whatsoever with the aforesaid utility lines, pipes or conduits. Any necessary changes, modifications, rerouting or interference with the aforesaid utility lines, pipes or conduits shall be done under the direction of the representatives of the respective utility companies or the City, as the case may be.
- F. Licensee shall at all times maintain a current insurance policy which shall provide (1) commercial general liability coverage in an amount not less than a general aggregate amount of \$2,000,000 and \$1,000,000 per occurrence; (2) workers compensation and employers' liability coverage in an amount not less than \$500,000; and, (3) a liquor liability coverage in an amount not less than \$1,000,000. Such policy shall name the City of Georgetown as an additionally insured.
- F. After the completion of any construction within a licensed area under the terms of a revocable license granted hereunder, should the City desire to lay or construct its utility lines, including sewer lines, water lines, or any other pipes, or conduits under, across, or along said streets within its right-of-way, any and all additional cost for the laying or construction of the aforesaid utility lines, including pipes and conduits, within said street or right-of-way, which may occur by reason of the existence of said construction, shall be paid to the City by the said Licensee, his assigns, successors and representatives.
- G. Solely as between the City and the Licensee, and not for the benefit of any other person, the Licensee, by acceptance of such revocable license, hereby waives any claim he, or any heirs, successors or assigns might have for damages for loss of lateral support to any other improvements hereby contemplated which loss of lateral support might be occasioned by any improvements which the City, its assigns, grantees, or licensees might install or construct.
- H. The Licensee, or his successors, assigns, or representatives, by the acceptance of such revocable license, agree, obligate and bind himself or itself to indemnify and does hereby indemnify and hold and save forever harmless solely the City, any of its agencies, and any person, from all liability, cost or damage on account of Licensee's use, occupancy and maintenance of any part of a public street, roadway, sidewalk or easement or the City's right-of-way and the structures and facilities therein or above, including by way of example, but not by way of limitation, any buildings, piers, fences, pools, walls, patios, decks basements, awnings etc. constructed on or above the surface or the subsurface of any public street, sidewalk or right-of-way. This indemnity shall continue in force and effect during the existence of any revocable licenses issued under the provisions of this Chapter.
- I. No transfer or assignment of any revocable license granted under the terms and provisions of this Chapter shall be effective unless and until:

1. The Licensee has, in writing, advised the Director of the name and mailing address of the transferee or assignee; and
 2. The transferee or assignee has furnished the Director its written agreement to assume and perform all of the duties, covenants and obligations of the revocable license; and, thereupon, each provision of the revocable license shall be binding upon, and inure to the benefit of, the transferee or assignee of the Licensee.
- J. The breach or violation of any one of the terms, provisions, or conditions set forth in this Chapter shall be sufficient to constitute grounds for the cancellation and forfeiture of the revocable license granted under the authority of Chapter 12.09 of the Code of Ordinances. Any such cancellation and forfeiture may be exercised upon 20 days written notice by the City to the Licensee, a representative or successor, unless, at the expiration of such time, any such violation or breach has ceased or the Licensee is proceeding with all diligence and good faith to remedy any such violation or breach and thereafter continues without delay with such remedial work or correction until such violation or breach has been completely remedied, and, any person violating any of the provisions of this Chapter may be prosecuted as provided in Chapter 12.09 of the Code of Ordinances.

Should the City at any time or for any reason decide that the right-of-way onto which the Structure is encroaching is needed for public use, the City may upon thirty (30) calendar days written notice, revoke this license at no cost to the City and may take possession of the public right-of-way. All rights of the Licensee in the Premises shall then be terminated. Licensee may cancel this license, for any reason, upon thirty (30) calendar days prior written notice to the City, and all rights of the Grantee shall then be terminated.

In addition, if, for a period of six (6) months, Licensee shall cease to use or occupy the property for the purposes herein contemplated, the City may cancel this license and take possession. All rights of the Licensee on the City right-of-way shall then terminate.

Any waiver by the City of any breach of any of Licensee's obligations shall not be deemed a continuing waiver, and shall not prevent the City from exercising any remedy it may have for any succeeding breach of the same or another obligation of the Licensee. Upon termination of this license for whatever reason, the encroaching Structure shall become the property of the City and shall, at the option of the City, be removed by the Licensee without cost to the City.

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

- K. The proposed use of a public street, roadway, sidewalk or easement or the City's right-of-way by any person or the abutting land owner shall not interfere with the City's lawful use thereof.
- L. The Licensee, or his successors, assigns or representatives agree, obligate and bind himself or itself to indemnify and does hereby indemnify and hold and save forever harmless the City, from all liability, cost or damage on account of the construction within a public street, roadway, sidewalk or easement or the City's right-of-way, or on account of using, occupying, preparing, maintaining and operating any such improvements therein.

Grantee shall defend and indemnify the City against any liability and loss of any type arising from any lien or encumbrance on the property that arises or is alleged to have arisen from Grantee's use of the Premises.

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

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

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

SIGNED and Agreed to on this _____ day of _____, 20__.

LICENSOR:
City of Georgetown

LICENSEE:
Kork Enterprises, Inc. a Texas corporation,
d/b/a Kork Wine Bar,

By: _____
Sofia Nelson, Director,
Planning Department

By: _____
Ryan Kell, President
Kork Enterprises, Inc., a Texas
corporation

APPROVED AS TO FORM:

_____, Assistant City Attorney

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 20__, by Sofia Nelson in her official capacity as Director of the Planning Department for the City of Georgetown, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 20__, by Ryan Kell, President of Kork Enterprises, Inc., a Texas corporation, d/b/a Kork Wine Bar, behalf of said corporation.

Notary Public, State of Texas

[Exhibits “A” to Revocable License]

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

Firewood Cages min. distance
10' from CoG Electric
transformer

5Y4B / LAMP POST COFFEE

CoG Lot 6A1 North PL.

3x Iron Firewood Cages (2'x4'x8')

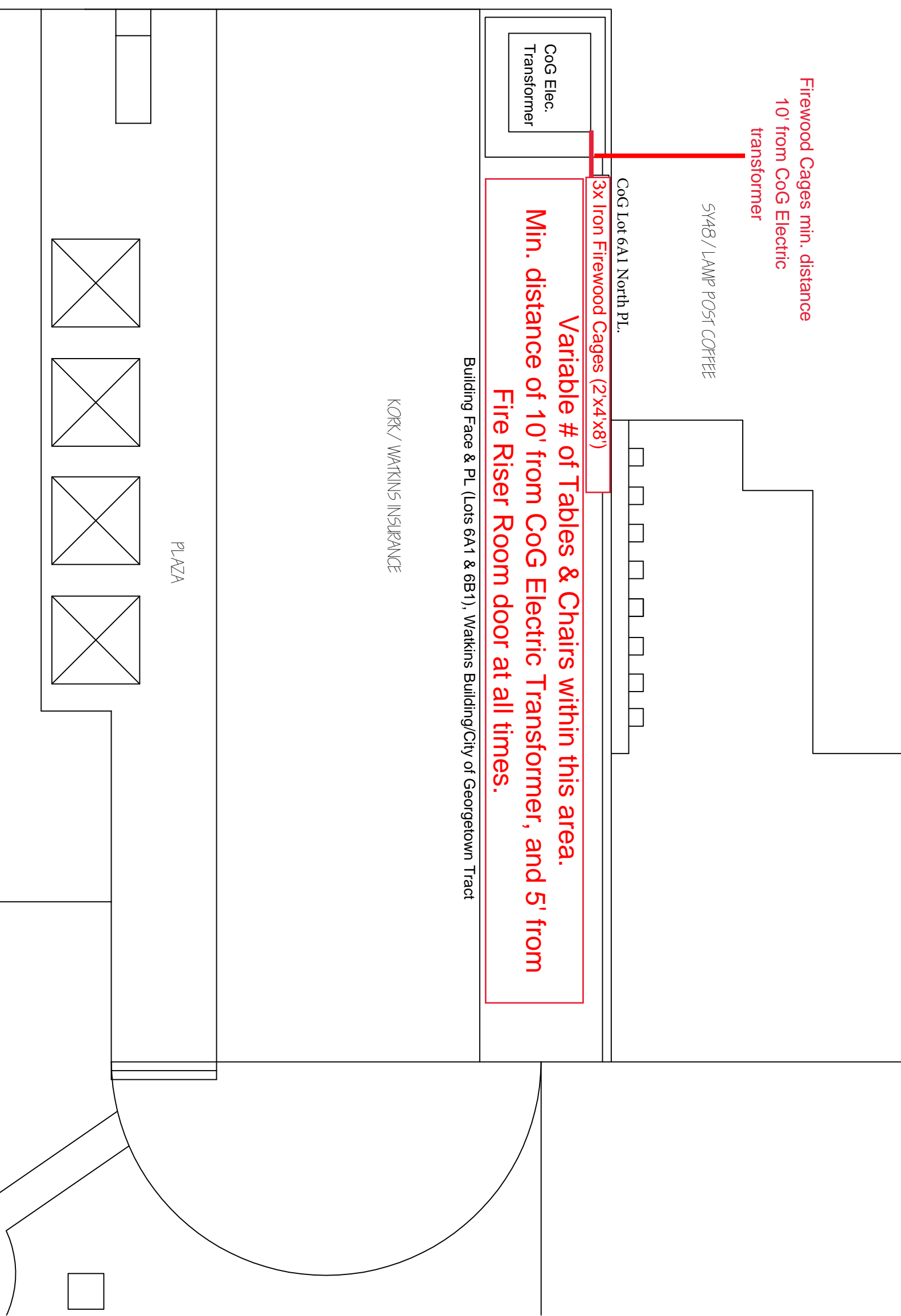
Variable # of Tables & Chairs within this area.
Min. distance of 10' from CoG Electric Transformer, and 5' from
Fire Riser Room door at all times.

CoG Elec.
Transformer

Building Face & PL (Lots 6A1 & 6B1), Watkins Building/City of Georgetown Tract

KORK / WATKINS INSURANCE

PLAZA



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

SUBJECT:

Consideration and possible action to approve a Resolution authorizing a **license to encroach** to allow for the placement of a **drainage pipe** in the **right of way** of **Maravilla Bluff Lane** be granted to the **Georgetown Maravilla Homeowners' Association** -- Travis Baird, Real Estate Manager

ITEM SUMMARY:

The Georgetown Maravilla Homeowners Association has requested a license to allow the encroachment of a private drainage pipe underneath Maravilla Bluff Lane. This drainage pipe would allow the flow of stormwater Drainage from 205 Maravilla Bluff Lane, under the road, to a private drainage easement on the west side of the right of way. The pipe has been installed, inspected by City staff, and its location otherwise approved.

This encroachment was previously approved by the City Council in March of this year. However, the license was never executed and the HOA is requesting that it be licensed to operate and maintain this encroachment instead of the owner of 205 Maravilla Bluff Lane.

Staff recommends approval of this item.

Project No. 2020-LIC-3

FINANCIAL IMPACT:

n/a. Costs of maintenance, repair, etc. of the pipe will be the responsibility of the HOA.

SUBMITTED BY:

Travis Baird

ATTACHMENTS:

Resolution

Exhibit

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN
MAKING CERTAIN DETERMINATIONS AND AUTHORIZING THE
PLANNING DIRECTOR TO EXECUTE A REVOCABLE
LICENSE AGREEMENT PERTAINING TO THE ENCROACHMENT
OF A PRIVATE UNDERGROUND DRAINAGE PIPE ACROSS THE-
RIGHT-OF-WAY OF MARAVILLA BLUFF LANE.**

WHEREAS, the City of Georgetown (the City) owns real property which is the right-of-way of Maravilla Bluff Lane; and,

WHEREAS, the City has received a request from the Georgetown Maravilla Homeowners Association, Inc. (HOA), to license a drainage private drainage pipe underneath and across Maravilla Bluff Lane to convey drainage from Block B, Lot 4, also known as 205 Maravilla Bluff Lane, utilizing an area described and depicted in Exhibits "A", attached hereto (License Area); and,

WHEREAS, the City Council previously authorized issuance of a license for this same encroachment to the owner of 205 Maravilla Bluff Lane in Resolution 031020-Q; and,

WHEREAS, the previously authorized license has never been issued, and the HOA has requested that the license for the above mentioned drainage improvements be issued to the HOA instead; and,

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

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

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

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

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

Resolution No. _____

Description: License to Encroach, Maravilla, 2020-3-LIC

Date Approved: _____

RESOLVED this _____ day of _____, 2020.

CITY OF GEORGETOWN

ATTEST:

By: _____
Josh Schroeder, Mayor

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson, City Attorney

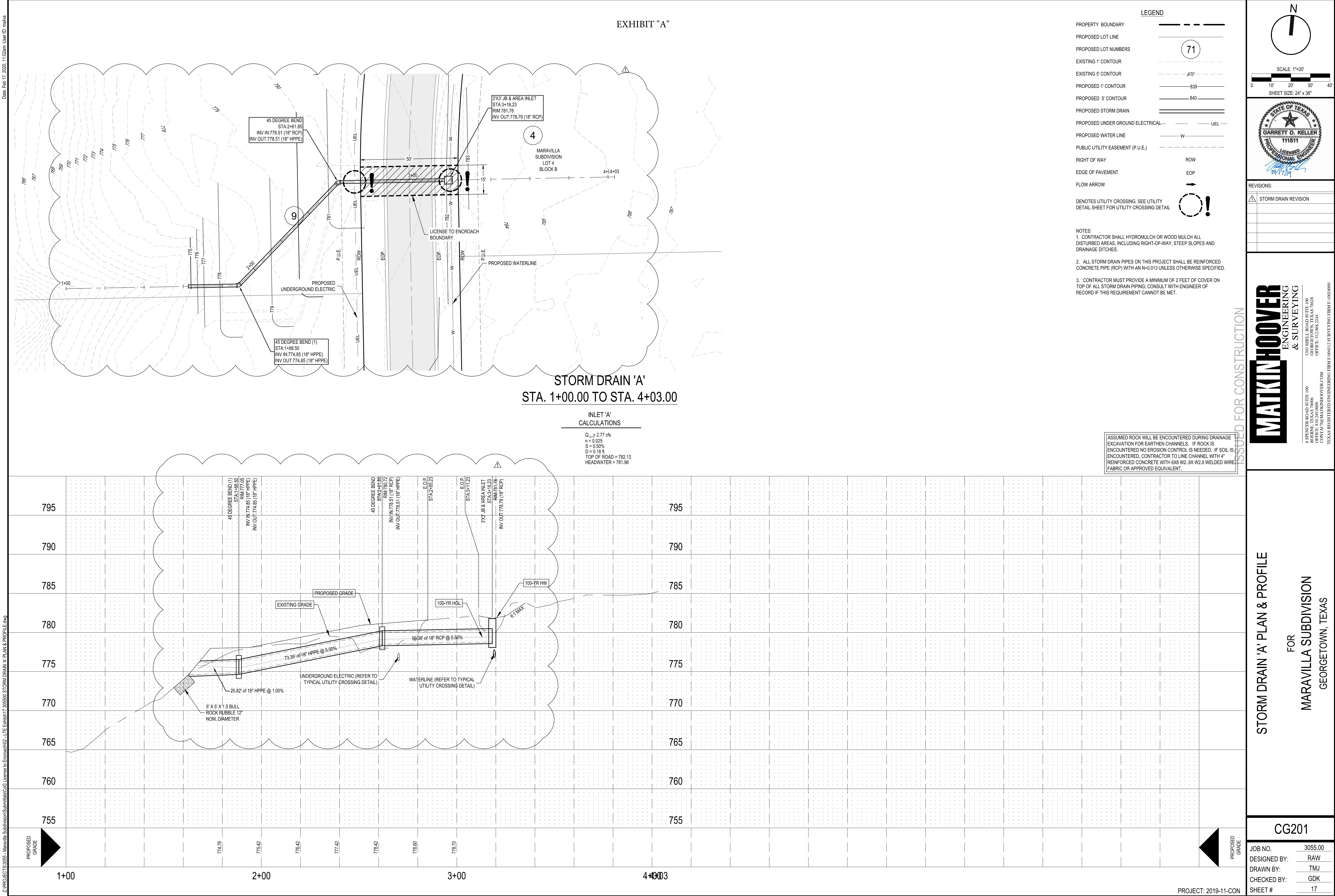
Resolution No. _____

Description: License to Encroach, Maravilla, 2020-3-LIC

Date Approved: _____

Z:\PROJECTS\3055 - Maravilla Subdivision\Submittal\CG License to Encroach\02 - L1E Exhibit 17 305500 STORM DRAIN 'A' PLAN & PROFILE.dwg
 Date: Feb 17, 2020, 1:02am User: D. malina

EXHIBIT A



REVOCABLE LICENSE AGREEMENT

THE STATE OF TEXAS

*

*

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

*

This is a Revocable License Agreement by and between the **City of Georgetown, a Texas home-rule municipal corporation** (hereinafter referred to as "LICENSOR"), and **Georgetown Maravilla Homeowners Association, Inc., a Texas non-profit Corporation**, whose address is 4809 Williams Dr., Georgetown, Texas 78633 (hereinafter referred to as "LICENSEE"). LICENSOR hereby grants a license to the said LICENSEE to permit installation of a private drainage pipe underneath and across Maravilla Bluff Lane from Block B, Lot 4 of the Maravilla Subdivision, also known as 205 Maravilla Bluff Lane, as described and generally constructed as shown on **Exhibit "A"**, attached hereto and incorporated herein by reference for all purposes, owned and occupied by the City of Georgetown, Williamson County, Texas, but such improvements shall at all times not be in contact with any electric, water, sewer, or other utility, or equipment, or interfere in any way with such utility, improvements and other property, and subject to the following terms and conditions:

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

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

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

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

- A. If an inspection reveals that any part of the structure or facility or other aspect of the Licensed Area does not comply with applicable terms and provisions of the City Code of Ordinances, the owner of the structure or facility shall be notified and required to make such repairs as are necessary in order to comply with the applicable terms and provisions of the City Code of Ordinances. If any Licensee fails and refuses to allow the Director, or his designee, to come upon or enter the Licensed Area for the purpose of making an inspection, he may be prosecuted under the terms of Chapter 12.09 of the Code of Ordinances, and the Director may revoke the revocable license for the Licensed Area, and such action shall be final.

- B. The City shall have the right at any and all times upon 180 days written notice to the Licensee, its representatives, successors or assigns, to take possession of and use all or any part of the Licensed Area in the event that such use be reasonably desired or needed by the City for street, sewer, transportation or any other public or municipal use or purpose, and in such event, the City shall have the right to cancel the revocable license as to that portion of the Licensed Area so designated and required by the City.
- C. The Licensee shall have the right at any time upon 180 days written notice to the City, to relinquish the use and possession of all or any part of the Licensed Area as it may so determine and to cancel said revocable license as to that part so relinquished.
- D. Upon the lawful termination of a revocable license issued hereunder, in whatsoever manner such termination may be made, Licensee, assigns, successors and representatives, bind and obligate themselves to restore the Licensed Area to the original condition as it existed prior to any construction, or to fulfill any other reasonable conditions for the restoration of the Licensed Area which may be acceptable to the City, and should the Licensee, assigns, successors, or representatives fail or refuse to do so within 90 days after such termination then in that event the City may do or have done the work necessary for such purpose at the sole cost, risk, liability and expense of Licensee, their assigns, successors and representatives.
- E. Upon written consent of the City, acting by and through the Director, the Licensee may, at his sole cost, risk liability and expense including public liability and property damage insurance in the amounts specified in Subsection 12.09.030 D.4. of Code of Ordinances, remove, reroute, reconstruct, lower or raise any existing utility lines, public or private sewer lines, water lines, including storm sewers, pipes or conduits presently located within a public street, roadway, sidewalk or easement or the City's right-of-way, provided that before changing or interfering with any such utility lines as described aforesaid, the Licensee shall notify the respective utility companies and the City, owning or operating the aforesaid utility lines, concerning any and all changes, modifications, rerouting of or any interference whatsoever with the aforesaid utility lines, pipes or conduits. Any necessary changes, modifications, rerouting or interference with the aforesaid utility lines, pipes or conduits shall be done under the direction of the representatives of the respective utility companies or the City, as the case may be.
- F. After the completion of any construction within a Licensed Area under the terms of a revocable license granted hereunder, should the City desire to lay or construct its utility lines, including sewer lines, water lines, or any other pipes, or conduits under, across, or along said streets within its right-of-way, any and all additional cost for the laying or construction of the aforesaid utility lines, including pipes and conduits, within said street or right-of-way, which may occur by reason of the existence of said construction, shall be paid to the City by the said Licensee, his assigns, successors and representatives.
- G. Solely as between the City and the Licensee, and not for the benefit of any other person, the Licensee, by acceptance of such revocable license, hereby waives any claim he, or any heirs, successors or assigns might have for damages for loss of lateral support to any other improvements hereby contemplated which loss of lateral support might be occasioned by any improvements which the City, its assigns, grantees, or licensees might install or construct.

- H. The Licensee, or his successors, assigns, or representatives, by the acceptance of such revocable license, agree, obligate and bind himself or itself to indemnify and does hereby indemnify and hold and save forever harmless solely the City, any of its agencies, and any person, from all liability, cost or damage on account of Licensee's use, occupancy and maintenance of any part of a public street, roadway, sidewalk or easement or the City's right-of-way and the structures and facilities therein, including by way of example, but not by way of limitation, any buildings, piers, fences, pools, walls, patios, decks basements, etc. constructed on the surface or the subsurface of any public street or right-of-way. This indemnity shall continue in force and effect during the existence of any revocable licenses issued under the provisions of this Chapter.
- I. No transfer or assignment of any revocable license granted under the terms and provisions of this Chapter shall be effective unless and until:
1. The Licensee has, in writing, advised the Director of the name and mailing address of the transferee or assignee; and
 2. The transferee or assignee has furnished the Director its written agreement to assume and perform all of the duties, covenants and obligations of the revocable license; and, thereupon, each provision of the revocable license shall be binding upon, and inure to the benefit of, the transferee or assignee of the Licensee.
- J. The breach or violation of any one of the terms, provisions, or conditions set forth in this Chapter shall be sufficient to constitute grounds for the cancellation and forfeiture of the revocable license granted under the authority of Chapter 12.09 of the Code of Ordinances. Any such cancellation and forfeiture may be exercised upon 20 days written notice by the City to the Licensee, a representative or successor, unless, at the expiration of such time, any such violation or breach has ceased or the Licensee is proceeding with all diligence and good faith to remedy any such violation or breach and thereafter continues without delay with such remedial work or correction until such violation or breach has been completely remedied, and, any person violating any of the provisions of this Chapter may be prosecuted as provided in Chapter 12.09 of the Code of Ordinances.

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

1. The proposed use of a public street, roadway, sidewalk or easement or the City's right-of-way by any person or the abutting land owner shall not interfere with the City's lawful use thereof.
2. The proposed construction within a public street, roadway, sidewalk or easement or the City's right-of-way shall be in accordance with the City's Construction Standards, Unified Development Code, and any other applicable ordinances and regulations.

K. At all times during the construction and building of any structure within a public street, roadway, sidewalk or easement or the City's right-of-way:

1. The street or highway shall be kept open for vehicular and pedestrian traffic in a reasonable manner and no obstruction of the sidewalks shall be allowed in such a way as to prevent the use thereof by pedestrians;
2. Dirt and other material removed from the building and construction of any such structure within a public street, roadway, sidewalk or easement or the City's right-of-way shall not be allowed to remain on the street or sidewalk, but all such dirt and other materials shall be removed immediately at the sole cost, risk, liability and expense of Licensee;
3. All excavations and obstructions of any kind where allowed during the period of Licensee's construction, shall be properly barricaded, and well illuminated during the night time, all subject to the approval of the Building Official.

L. After the completion of the construction within a Licensed Area, the Licensee shall at his own cost and expense replace any sidewalks and surface of any streets that were damaged or removed in the construction of any structures or facilities in a condition equally as good as they were immediately prior to the time of excavation or construction, and all of such sidewalks and streets shall be maintained in a good and useable condition for one year after said sidewalks or streets have been replaced, all subject to the approval of the Director. All damage, if any, to said sidewalks and streets caused by the construction, use, maintenance and operation by Licensee shall be repaired by and at the cost and expense of the Licensee. In the event Licensee fails or refuses to proceed with diligence with the performance of any work in connection with the replacement, rebuilding or resurfacing of streets and sidewalks within 30 days after receiving written notice from the Director, the City may do such work or cause same to be done, all at the sole risk, cost, liability and expense of Licensee.

M. The Licensee, or his successors, assigns or representatives agree, obligate and bind himself or itself to indemnify and does hereby indemnify and hold and save forever harmless the City, from all liability, cost or damage on account of the construction within a public street, roadway, sidewalk or easement or the City's right-of-way, or on account of using, occupying, preparing, maintaining and operating any such improvements therein.

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

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

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

~Signatures on following Page~

SIGNED and Agreed to on this _____ day of _____, 20__.

LICENSOR: **City of Georgetown**

LICENSEE: **Georgetown Maravilla Homeowners Association, Inc., a Texas non-profit Corporation**

By: _____
Sofia Nelson, Director,
Planning Department

By: _____
Name: Norm Ashby
Title: President

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

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

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2020, by **Norm Ashby**, as President of **Georgetown Maravilla Homeowners Association, Inc., a Texas non-profit Corporation**, on behalf of said Corporation

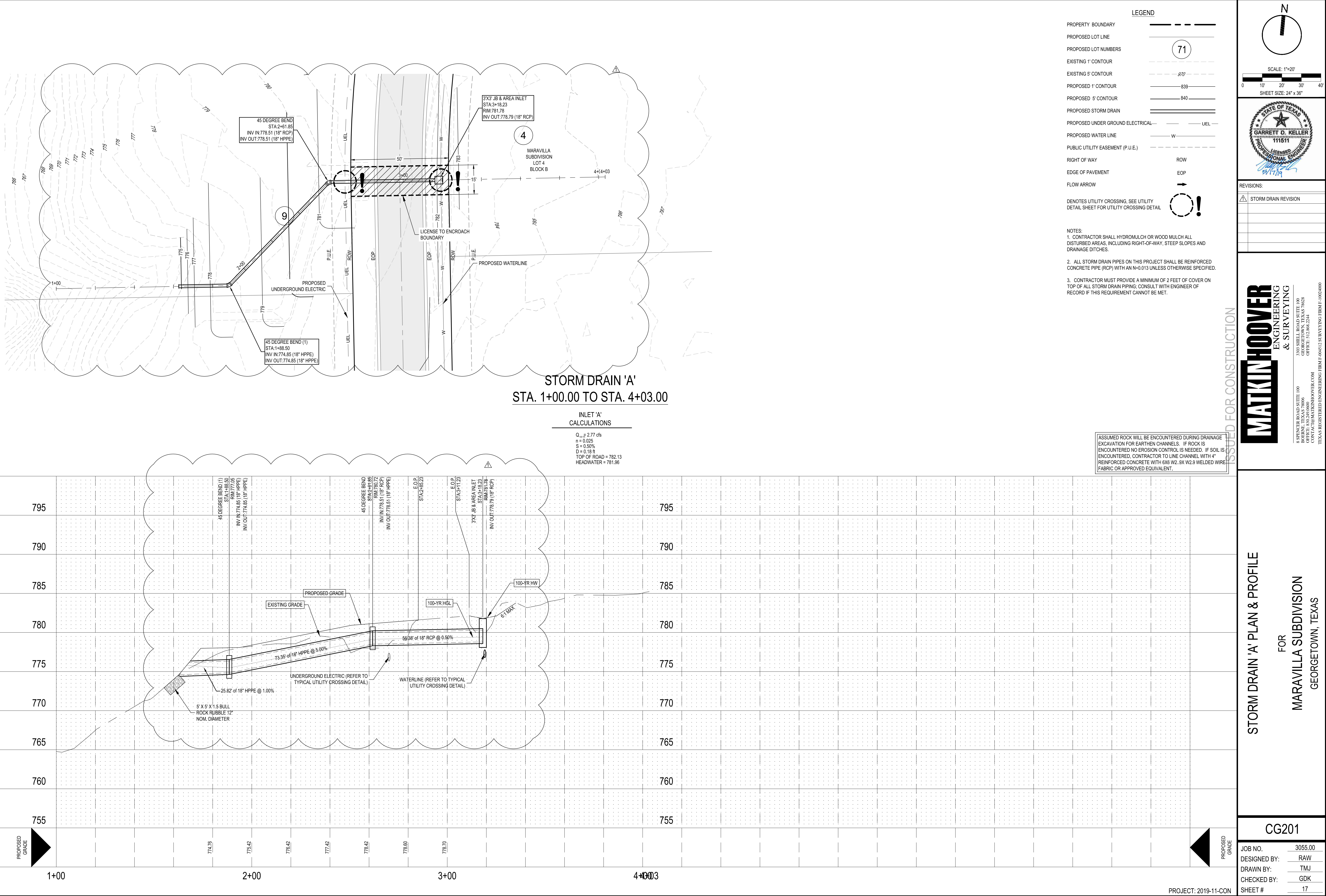
Notary Public, State of Texas

APPROVED AS TO FORM:

_____, Assistant City Attorney

[Exhibit “A” to Revocable License]

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



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

SUBJECT:

Consideration and possible action to approve a **task order** with **LJA Engineering**, in the amount of **\$139,500.00**, for **real estate acquisition services** in connection with the **Berry Creek Interceptor project** -- Travis Baird, Real Estate Services Manager

ITEM SUMMARY:

The City is beginning the process of acquiring real estate rights necessary to construct Phases 1-3 of the Berry Creek Interceptor. This wastewater line will run from the Airport Road Lift Station to Pecan Branch Wastewater Treatment Plant. Under this task order, to be issued under a contract (sent to Council for consideration and possible approval on this same date), LJA will provide negotiation acquisition services for up to 20 parcels along the alignment.

LJA will be responsible for the work outlined in the TO scope including all tasks from the initial offer letter to the initiation of condemnation action by the City, if necessary. The total amount of the task order is "not to exceed", meaning that LJA will charge and related fees, as outlined in the attached schedule, for services provided up to, but not beyond, the identified amount.

All work will be undertaken under the supervision and at the direction of City Staff.

Staff recommends approval of this item.

Project # 100-0000-0004

FINANCIAL IMPACT:

Up to, but not to exceed, \$139,500. Funding provided within the project budget for the Berry Creek Interceptor.

SUBMITTED BY:

Travis Baird

ATTACHMENTS:

Task Order

Task Order Form

Task Order No. LJA-21-001,
consisting of 3 pages.

Task Order

In accordance with the General Service Contract between City and LJA Engineering, Inc. (“Contractor”) for Real Estate Services, dated _____, 2020 (“Agreement”), City and Contractor agree as follows:

1. **Specific Project Data**

Title: Berry Creek Interceptor Phase 1 – 3: 100-0000-0004

Description: Real estate acquisitions for wastewater interceptor project from Airport Road Lift Station east to Pecan Branch Wastewater Treatment Plant.

2. **Services of Contractor**

See attached Scope of Work, see Item 5

3. **Term:** The term of this Task Order shall be in effect until the services have been completed by Contractor, but in no event shall the term extend beyond May 31, 2021.

4. **Payments to Contractor**

A. City shall pay Contractor for services rendered for this Task Order pursuant to the rates provided in the Agreement subject to a not-to-exceed amount of \$139,500.00.

B. The terms of payment are set forth in Paragraph 11 of the Agreement unless modified in this Task Order.

5. **Attachments:** Scope of Work (Exhibit “A”) and Fee Schedule (Exhibit “B”)

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

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

CITY:

CONTRACTOR:

By: _____

By: Kenneth G. Schrock

Name: _____

Name: Kenneth G. Schrock, PE

Title: _____

Title: Senior Vice President

Date: _____

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit “A”

Right of Way Acquisition Scope of Services

Right of Way Services for the Berry Creek Interceptor Phases 1 - 3
The City of Georgetown and LJA Engineering, Inc.

REQUIRED SERVICES

The Support Services include but are not limited to the below requirements.

1. Communication and Project Administration

- 1.1. All project files must be available to the City at all times.
- 1.2. Monthly, or at intervals agreed upon by the City, summary reports of project expenses, including authorized amounts, amounts paid and budget forecasting.
- 1.3. Status reports of all parcel and project activities must be maintained and provided to the City monthly.
- 1.4. A schedule of all areas of work, including anticipated commencement and completion dates, must be provided to the City within 30 calendar days of the issuance of a task order.
- 1.5. Consultant must participate in project review meetings scheduled by the City.

2. File Management

- 2.1. All working files must be maintained at the Consultant's project administration offices.
- 2.2. All files and documents must be made available to the City immediately upon request.
- 2.3. Upon completion of any project, as determined by the City, a copy of all files associated with the project must be provided to the City.
- 2.4. Invoices must be prepared and submitted monthly to the City. All invoices must contain an itemized, detailed description of the services performed and charges therefor.
- 2.5. Consultant must retain copies of all correspondence and documentation of all contact with parties involved in any acquisition negotiations, including but not limited to property owners, lenders, lease holders or holders of any other rights in title, involved legal counsel, other agencies, or any party with whom Consultant had contact related with the Project, for a period of time to be specified by the City for each project.

3. Title and Closing Services

- 3.1. Consultant shall secure preliminary title commitment from a title company specified by the City. Any title company charges for the preliminary title commitments shall be paid directly by the City and must not be included in Consultant's cost/fee schedule.
- 3.2. Consultant shall secure title commitment updates in accordance with applicable insurance rules and regulations for parcel payment submissions. Any title company charges shall be paid directly by the City and must not be included in Consultant's cost/fee schedule.
- 3.3. Consultant shall secure title insurance for all parcels acquired, insuring acceptable title to the City. Advance written authorization from the City is required for any exceptions to title insurance. Any title company charges for the title insurance shall be paid directly by the City and must not be included in Consultant's cost proposal/fee schedule.
- 3.4. Charges for the curative services necessary to provide clear title to the City are the responsibility of the Consultant and must be included in the Consultant's fee schedule for this service. Charges may not include costs/expenses that qualify as payment of incidental expenses to transfer real property to the State of Texas, if

applicable.

- 3.5. Consultant shall be responsible for direct contact with the title company to obtain updated title commitments along with other forms and certified copies of instruments of conveyance necessary when requesting funds from the City for property purchases.
- 3.6. Consultant shall provide closing services in conjunction with the title company and must attend closings as requested by the City.
- 3.7. Any fee related to obtaining certified court documents, and fees for recording same, which are not collected at the closing of the parcel, shall be direct pass through fees. Consultant may be required to submit proof of fees.
- 3.8. Consultant shall cause the recording of all original instruments immediately after closing at the appropriate County Clerk's office. Fees for the recording and/or filing of documents shall be paid directly by the City and must not be included in Consultant's cost/ fee schedule.

4. Negotiation Services

- 4.4. Consultant shall analyze preliminary title report to determine potential title problems and shall propose methods to cure title deficiencies.
- 4.5. Consultant shall analyze appraisal and appraisal review reports and confirm the City's approved value prior to extending an offer for a parcel.
- 4.3. Consultant shall undertake negotiations for any acquisition for the Project in accordance with applicable local, State, and Federal law. Consultant shall deliver the Landowner Bill of Rights to each property owner in accordance with the applicable law, and obtain written proof of owner's receipt thereof.
- 4.6. Consultant shall prepare the initial offer letter, memorandum of agreement, instruments of conveyance and any other documents required or requested by the City, on forms approved by the City.
- 4.7. Consultant shall contact each property owner or the property owner's designated representative to present the written offer in person (when practical) and to deliver the appraisal report. Upon acceptance of the offer by the property owner, Consultant must maintain follow up contacts and secure any other necessary instruments for closing.
- 4.8. Consultant must provide a copy of the appraisal report for the subject property exclusively to the property owner, or their authorized representative, at the time the offer is presented, and obtain written proof of owner's receipt thereof. The original signed receipt of the appraisal must be retained with the file.
- 4.9. Consultant must respond to the property owner's inquiries verbally and/or in writing within three (3) business days.
- 4.10. Consultant must prepare a separate negotiator contract report for each substantive contact with the property owner.
- 4.11. Consultant must maintain parcel files, including all original documentation, related to the transaction.
- 4.12. Consultant must advise the property owner of the administrative settlement process. If a counteroffer is presented by the property owner, the Consultant must present such as offer to the City, along with the supporting documentation and a recommendation for response.
- 4.13. Consultant must prepare the final offer letter and all necessary documents of conveyance. Consultant shall only utilize forms approved by the City.
- 4.14. At the City's request, Consultant shall appear and provide expert witness testimony at Special Commissioners Hearing and/or trial.
- 4.15. At City's request, a Possession and Use Agreement will be pursued.

5. Relocation Services

Relocation Services are not part of the required services.

6. Condemnation Support Services

- 6.1. At the direction of the City, Consultant shall prepare an eminent domain packet copies of all documents required to initiate condemnation proceedings and submit the packets to the City's Legal Representative. Such documentation may include, but is not limited to, initial and final offer letters, negotiator reports, records of all communications with parties other than the City regarding the acquisition, appraisals, and updated title commitment.
- 6.2. At the City's request, the Consultant shall appear and provide expert witness testimony at Special Commissioners Hearing and/or trial. Fees for such appearances must be included in Consultant's cost/fee schedule.

7. Disposal of Property Services

Disposal of Property Services are not part of the required services.

Any additional services needed beyond the items listed above are not included in this scope of services. LJA may employ attorneys or other consultants in performance of the services; however, such services do not, and are not intended to, constitute legal advice. Any additional services that may be needed or requested by the City are subject to the preparation of a Supplemental, to include additional scope items and/or funding.

EXHIBIT "B"

Right of Way Fee Schedule

Task	PM (\$185/hr.)	Assistant PM (\$145/hr.)	Senior Right of Way Agent (\$135/hr.)	Junior Right of Way Agent (\$115/hr.)	Senior Right of Way Technician (\$93/hr.)	Right of Way Agent I (\$85/hr.)	ROW Coordinator (\$55/hr.)	Totals
Project Management and File Management	70	45	15	30	50		30	240
Title and Closing Services	15	35	15	25	20	20	20	150
Negotiation	40	150	140	200	35	30		595
Condemnation Support	3	5	-	-	10	5	-	23
Project Close-Out and Archiving	2	5	-	-	20	-	20	47
<i>SUB TOTALS (hours)</i>	<i>130</i>	<i>240</i>	<i>170</i>	<i>255</i>	<i>135</i>	<i>55</i>	<i>70</i>	<i>1,055</i>
SUB TOTALS (\$)	\$24,050	\$34,800	\$22,950	\$29,325	\$12,555	\$4,675	\$3,850	\$132,205

Rounded to **\$132,000**

Expenses	Units	Rate	Totals
Mileage	3000	Current IRS Rate	\$1,725
Misc (postage, courier, etc.)	pass through		\$1,725
Recording Fees	pass through		\$250
Shipping Fees	pass through		\$300
Lien Release Fees	pass through		\$3,500
SUB TOTALS (\$)			\$7,500

Total (Not to Exceed): \$139,500

Hours estimated above for each position are approximate only.
Worked performed is to be billed monthly on a time and material basis.
The Not To Exceed total is the maximum to be charged under this scope of work.

Assumptions:

It is assumed there are a maximum of twenty (20) parcels from which wastewater and related temporary construction access easements will be acquired.

Other Miscellaneous expenses can include:

Texas Secretary of State research fees on corporations, Courthouse Direct fees on copies of recorded instruments, parking fees, tolls, certified copies of recorded instruments, etc.

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

SUBJECT:

Consideration and possible action to approve a **contract** with **LJA Engineering** to provide **real estate services** as needed to the City of Georgetown -- Travis Baird, Real Estate Services Manager

ITEM SUMMARY:

LJA was the recent successful respondent to an RFP for real estate services related to the acquisition of property rights for City CIP projects. LJA would, under this contract, undertake such negotiations and acquisitions as are identified as necessary by the City to effectively pursue completion of CIP projects. Such activities would be under the supervision and at the direction of City Staff, and specific work, scope, and pricing would be outlined in individual task orders.

This contract would enhance the ability of the City to pursue capital improvements by expanding capacity to negotiate and acquire necessary property rights.

Staff recommends approval of this item.

Project No.600-5000-0004

FINANCIAL IMPACT:

N/A. Financial impact would be as outlined in individual task orders for projects.

SUBMITTED BY:

Travis Baird

ATTACHMENTS:

Contract

GENERAL SERVICE CONTRACT WITH THE CITY OF GEORGETOWN, TEXAS

This General Service Contract is by and between the **City of Georgetown**, a Texas Home-Rule Municipal Corporation (the “City”), and **LJA Engineering, Inc.** (the “Contractor”), for the following work: **Real Estate Services** as described in the Scope of Services attached as **Exhibit A**.

1. **Scope of Services.** Contractor agrees to provide the services described in **Exhibit A**, which is attached and incorporated herein and detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in **Exhibit B**, which is attached and incorporated herein. Each Task Order will specify which services listed in **Exhibit A** shall be provided for a Specific Project. This Agreement is not a commitment by City to Contractor to issue any particular Task Order. A Task Order will be effective when executed by City and Contractor. Contractor will not perform under any prospective Task Order, unless and until a Task Order is executed by City and Contractor.
2. **Compensation.** The compensation paid by the City to the Contractor shall be established in each Task Order approved by both Parties pursuant to Paragraph 1 above, subject to the payment schedule in **Exhibit B**, which is attached and incorporated herein.
3. **Payment Application.** Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City.
4. **City’s Payment and Approval.** All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subtitle F, Chapter 2251. The City will pay Contractor within thirty days after of receipt of a correct payment application for services. The Contractor 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 Contractor 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 Contractor 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 payment application is not mailed to the City in accordance with Agreement.
5. **Term.** The initial term of the Agreement is for one (1) year with the option to renewal for two (2) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the parties.
6. **Executed Contract.** The “Notice to Proceed” will not be given nor shall any work commence until this Agreement is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.
7. **Change Orders.** Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the scope of the services except in the event of

a duly authorized change order approved by the City as provided in this Contract.

- 8. Dispute Resolution.** If either the Contractor 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. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.
- 9. Independent Contractor.** It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Agreement does not create a joint venture.
- 10. Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.
- 11. Insurance.** Contractor 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 Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are set forth in **Exhibit D**. Contractor's insurance certificate satisfying the City insurance requirements is attached as **Exhibit E**.
- 12. INDEMNIFICATION. THE CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER**

THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

13. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE WORK TO BE PERFORMED HEREUNDER BY CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

14. Performance. Contractor, its employees, associates, or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner.

15. 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 Contractor 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 Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.

16. 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.

17. 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.

- 18. Governing Law and Venue.** This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Williamson County, Texas.
- 19. Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.
- 20. Taxes.** The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.
- 21. Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.
- 22. Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
- 23. Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns; provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph.
- 24. Entire Agreement.** This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 25. Effective Date.** This Agreement will be effective when it is signed by the last party making it fully executed.
- 26. 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 Contractor:

LJA Engineering, Inc.
Attn: Kenneth G. Schrock, PE
7500 Rialto Blvd., Bldg II, Suite 100,
Austin, TX 78735
Kschrock@lja.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
Skye.Masson@georgetown.org

- 27. Contractor Certification regarding Boycotting Israel.** Pursuant to Chapter 2270, *Texas Government Code*, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees, or (2) does not currently boycott Israel and will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 28. Contractor Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 29. 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.
- 30. Duplicate Originals.** The parties may execute this Agreement in duplicate originals, each of equal dignity.
- 31. 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 Contractor.
- 32. Exhibits.** All exhibits to this Contract are incorporated and made part of this Agreement for all purposes.

List of Exhibits

- A. Scope of Services
- B. Task Order
- C. Payment Schedule
- D. Insurance Requirements
- E. Certificates of Insurance

LJA ENGINEERING, INC.

CITY OF GEORGETOWN

By: Kenneth G. Schrock

By: _____
Mayor, City of Georgetown

Printed Name: Kenneth G. Schrock

Date: _____

Title: Senior Vice President

APPROVED AS TO FORM:

Date: 11/17/2020

City Attorney

Date: _____

EXHIBIT A

Scope of Services

Contractor shall provide Real Estate support services to the City, which will include but may not be limited to, the following services as specifically set out in a Task Order for each assigned project:

1. COMMUNICATION AND PROJECT ADMINISTRATION

- 1.1.** All project files must be available to the City at all times.
- 1.2** Monthly, or at intervals agreed upon by the City, summary reports of project expenses, including authorized amounts, amounts paid and budget forecasting.
- 1.3** Status reports of all parcel and project activities must be maintained and provided to the City monthly.
- 1.4** A schedule of all areas of work, including anticipated commencement and completion dates, must be provided to the City within 30 calendar days of the issuance of a task order.
- 1.5** Contractor must participate in project review meetings scheduled by the City.

2. FILE MANAGEMENT

- 2.1** All working files must be maintained at the Contractor's project administration offices.
- 2.2** All files and documents must be made available to the City immediately upon request.
- 2.3** Upon completion of any project, as determined by the City, a copy of all files associated with the project must be provided to the City.
- 2.4** Invoices must be prepared and submitted monthly to the City. All invoices must contain an itemized, detailed description of the services performed and charges therefor.
- 2.5** Contractor must retain copies of all correspondence and documentation of all contact with parties involved in any acquisition negotiations, including but not limited to property owners, lenders, lease holders or holders of any other rights in title, involved legal counsel, other agencies, or any party with whom Contractor had contact related with the Project, for a period of time to be specified by the City for each project.

3. TITLE AND CLOSING SERVICES

- 3.1** Contractor shall secure preliminary title commitment from a title company specified by the City. Any title company charges for the preliminary title commitments shall be paid directly by the City and must not be included in Offeror's cost/fee schedule.
- 3.2** Contractor shall secure title commitment updates in accordance with applicable insurance rules and regulations for parcel payment submissions. Any title company charges shall be paid directly by the City and must not be included in Offeror's cost/fee schedule.
- 3.3** Contractor shall secure title insurance for all parcels acquired, insuring acceptable title to the City. Advance written authorization from the City is required for any exceptions to title insurance. Any title company charges for the title insurance shall be paid directly by the City

and must not be included in Offeror's cost proposal/fee schedule.

- 3.4 Charges for the curative services necessary to provide clear title to the City are the responsibility of the Contractor and must be included in the Offeror's fee schedule for this service. Charges may not include costs/expenses that qualify as payment of incidental expenses to transfer real property to the State of Texas, if applicable.
- 3.5 Contractor shall be responsible for direct contact with the title company to obtain updated title commitments along with other forms and certified copies of instruments of conveyance necessary when requesting funds from the City for property purchases.
- 3.6 Contractor shall provide closing services in conjunction with the title company and must attend closings as requested by the City.
- 3.7 Any fee related to obtaining certified court documents, and fees for recording same, which are not collected at the closing of the parcel, shall be direct pass through fees. Contractor may be required to submit proof of fees.
- 3.8 Contractor shall cause the recording of all original instruments immediately after closing at the appropriate County Clerk's office. Fees for the recording and/or filing of documents shall be paid directly by the City and must not be included in Offeror's cost/ fee schedule.

4. NEGOTIATION SERVICES

- 4.1 Contractor shall analyze preliminary title report to determine potential title problems and shall propose methods to cure title deficiencies.
- 4.2 Contractor shall analyze appraisal and appraisal review reports and confirm the City's approved value prior to extending an offer for a parcel.
- 4.3 Contractor shall undertake negotiations for any acquisition for the Project in accordance with applicable local, State, and Federal law. Contractor shall deliver the Landowner Bill of Rights to each property owner in accordance with the applicable law and obtain written proof of owner's receipt thereof.
- 4.4 Contractor shall prepare the initial offer letter, memorandum of agreement, instruments of conveyance and any other documents required or requested by the City, on forms approved by the City.
- 4.5 Contractor shall contact each property owner or the property owner's designated representative to present the written offer in person (when practical) and to deliver the appraisal report. Upon acceptance of the offer by the property owner, Contractor must maintain follow up contacts and secure any other necessary instruments for closing.
- 4.6 Contractor must provide a copy of the appraisal report for the subject property exclusively to the property owner, or their authorized representative, at the time the offer is presented, and obtain written proof of owner's receipt thereof. The original signed receipt of the appraisal must be retained with the file.
- 4.7 Contractor must respond to the property owner's inquiries verbally and/or in writing within

three (3) business days.

- 4.8 Contractor must prepare a separate negotiator contract report for each substantive contact with the property owner.
- 4.9 Contractor must maintain parcel files, including all original documentation, related to the transaction.
- 4.10 Contractor must advise the property owner of the administrative settlement process. If a counteroffer is presented by the property owner, the Contractor must present such as offer to the City, along with the supporting documentation and a recommendation for response.
- 4.11 Contractor must prepare the final offer letter and all necessary documents of conveyance. Contractor shall only utilize forms approved by the City.
- 4.12 At the City's request, Contractor shall appear and provide expert witness testimony at Special Commissioners Hearing and/or trial.
- 4.13 Securing rights of entry is part of the general Negotiation Services covered in this Bid.

5. RELOCATION SERVICES

- 5.1 Contractor shall determine the applicability of the Uniform Relocation Assistance and Real Property Acquisition Act (1970), as amended, based on use of federal funds for any part of the project and, at the time of initial contact, shall notify all property owners and potential displaced persons of eligibility for relocation assistance.
- 5.2 As necessary, Contractor shall provide directly, or shall subcontract for and provide, relocation assistance services to all eligible parties impacted by the project, in an accordance with City policy, and applicable State and Federal law.
- 5.3 Be available for any appeals or hearings.

6. CONDEMNATION SUPPORT SERVICES

- 6.1 At the direction of the City, Contractor shall prepare an eminent domain packet copies of all documents required to initiate condemnation proceedings and submit the packets to the City's Legal Representative. Such documentation may include, but is not limited to, initial and final offer letters, negotiator reports, records of all communications with parties other than the City regarding the acquisition, appraisals, and updated title commitment.
- 6.2 At the City's request, the Contractor shall appear and provide expert witness testimony at Special Commissioners Hearing and/or trial. Fees for such appearances must be included in Offeror's cost/fee schedule.

7. DISPOSAL OF PROPERTY SERVICES

- 7.1 Provide written notification to the City of any clearance items not acquired or retained by property owner as part of the right-of-way acquisition.
- 7.2 Provide written notification to the City when buildings are vacant and ready for disposal. Coordinate with property owner to assure the clearance of personal property from the right-of-way. The City will initiate the environmental surveys as needed.

- 7.3** Prepare documentation (if any) necessary for disposal of improvements in accordance with state requirements including any environmental survey documentation.
- 7.4** Fee for Disposal of Property Services: Payment made per Parcel.
- 7.5** 100% Payment milestone upon acceptance by the City.

EXHIBIT B
Task Order Form

Exhibit B - Task Order No. _____, consisting of _____ pages.
--

Task Order

In accordance with the General Service Contract between City and LJA Engineering, Inc. ("Contractor") for Real Estate Services, dated _____ ("Agreement"), City and Contractor agree as follows:

1. **Specific Project Data**

Title: _____

Description: _____

2. **Services of Contractor**

[Specify which portions of the general scope of services for Real Estate services to be performed.]

3. **Term:** The term of this Task Order shall be in effect until the services have been completed by Contractor, but in no event shall the term extend beyond _____.

4. **Payments to Contractor**

A. City shall pay Contractor for services rendered for this Task Order pursuant to the rates provided in the Agreement subject to a not-to-exceed amount of _____.

B. The terms of payment are set forth in Paragraph 11 of the Agreement unless modified in this Task Order.

5. **Attachments:** *[if needed]*

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

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

CITY:

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT C

Payment Terms

Compensation is based on **actual** hours of work/time devoted to providing 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 expense, shall not exceed the amount set forth in an executed Task Order for Specific Project.

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.

<u>Title</u>	<u>Hourly Rate</u>
Project Manager	\$ 185
*Expert Testimony Witness	\$ 185
<i>The Project Manager will serve this role in Acquisition or Condemnation Support</i>	
Asst. Project Manager	\$ 145
Senior Right of Way Agent	\$ 135
Junior Right of Way Agent	\$ 115
Senior Right of Way Technician	\$ 93
Right of Way Agent I	\$ 85
ROW Coordinator	\$ 55

Reimbursable Expenses

Mileage:	Current IRS rate/mile
Postage:	Current USPS per package type and weight
Courier Service:	Corporate Couriers and Logistics use, rarely necessary
Recording Fee:	Williamson County Clerk rates per page
Lien Release Fees:	Pass through lender application fees in varying amounts
Travel Fees:	None anticipated
Shipping:	Standard charges for FedEx, Lone Star Overnight, etc...per package type and weight

EXHIBIT D

Insurance Requirements

The Contractor 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 Contractor'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 Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor 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 Contractor, the Contractor, *all* employees of any and all subcontractors, 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 Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor 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 Workers' 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

Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2020

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

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

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston TX 77024	CONTACT NAME: Shelly Brandman/Michelle Weweh PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): E-MAIL ADDRESS: shelly.brandman@usi.com												
INSURED LJA Engineering, Inc. **Additional Named Insureds Below** 3600 W Sam Houston Parkway S, Suite 600 Houston TX 77042	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: Hartford Casualty Insurance Company</td> <td>NAIC # 29424</td> </tr> <tr> <td>INSURER B: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER C: Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER D: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Hartford Casualty Insurance Company	NAIC # 29424	INSURER B: Hartford Fire Insurance Company	19682	INSURER C: Texas Mutual Insurance Company	22945	INSURER D: Lexington Insurance Company	19437	INSURER E:		INSURER F:	
INSURER A: Hartford Casualty Insurance Company	NAIC # 29424												
INSURER B: Hartford Fire Insurance Company	19682												
INSURER C: Texas Mutual Insurance Company	22945												
INSURER D: Lexington Insurance Company	19437												
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** 1993047397 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			61UUNDD3469	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> BI/PI Ded: 10,000			61UEND09226	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			61XHUHH0569	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0002002511	9/1/2020	9/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - (EA EMPLOYEE) \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			031565496	9/1/2020	9/1/2021	\$5,000,000 \$5,000,000 Per Claim Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
****Additional Named Insureds**:**
 Berg-Oliver Associates, Inc.; 14701 St. Mary's Lane, Suite 400; Houston, TX 77079
 Horizon Environmental Services, Inc.; 1507 South IH 35; Austin, TX 78741
 LJA Infrastructure, Inc.; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042
 See Attached...

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
--	--

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: LJAENGIN

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY USI Southwest		NAMED INSURED LJA Engineering, Inc. **Additional Named Insureds Below** 3600 W Sam Houston Parkway S, Suite 600 Houston TX 77042	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

LJA Rail, LLC; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042

LJA Surveying, Inc.; 3600 W Sam Houston Pkwy S, Suite 175; Houston, TX 77042

LJA Builds, Inc.; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042

LJA Environmental Services, LLC; 14701 St. Mary's Lane, Suite 400; Houston, TX 77042

David C. Baldwin, Inc. dba DCBA Landscape Architecture; 730 E. Park Blvd; Plano, TX 75704

General Liability Maximum Annual Aggregate limit \$10,000,000

All policies listed (except for Work Comp and Professional Liability) include an automatic Additional Insured that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only regarding work performed on behalf of the named insured per policy forms HG0001 09/16 (Includes ongoing operations) & CG2038 04/13 (GL); HA9916 03/12 (AL); XL0003 09/16 (UL).

Coverage provided on the General and Auto Liability is primary and non-contributory if required by a written contract executed prior to a loss.

All policies listed provide a Blanket Waiver of Subrogation when required by written contract executed prior to a loss per policy forms HG0001 09/16 (GL); HA9916 03/12 (Auto); XL0003 09/16 (UL); and WC420304B (WC).

The Umbrella Liability policy follows form to the underlying General, Automobile and Employers Liability policies.

All policies listed include an endorsement providing that 30 days notice of cancellation for reasons other than nonpayment of premium and 10 days notice of cancellation for non-payment of premium will be given to the Certificate Holder by the Insurance Carrier, if required by written contract.

ACORD 101 (2008/01)

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CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

The undersigned acknowledges that if Contractor is a "Company", as that term is defined in Texas Government Code Section 808.001 and is not a sole proprietorship, then Contractor certifies that it: (a) does not boycott Israel currently and will not boycott Israel during the term of this agreement; or (b) meets the requirements of an exception listed below.

This form is required to be attached to contracts for goods and services between the City and a Company with 10 or more full-time employees, when the contract has a value of \$100,000 or more that is paid wholly or partly from City funds.

For purposes of this form, the terms "Company" and "boycott Israel" have the meanings assigned by Texas Government Code Section 808.001, except that Texas Government Code Section 2271.001(2) excludes sole proprietorships from this definition of "Company".

Signed By: Kenneth G. Schrock Title: Senior Vice President

Typed Name: Kenneth G. Schrock Company Name: LJA Engineering, Inc.

Date: 11/17/2020

COMPLETE THIS SECTION ONLY IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE WRITTEN CERTIFICATION LISTED ABOVE FOR THE REASONS CITED BELOW.

Company is not required to provide the certification listed above because:

- ☐ () My company is not a for-profit "Company" as defined above, pursuant to Texas Government Code Sections 808.001 and 2271.001(2).
- ☐ () My company has less than 10 full-time employees.
- ☐ () This is not a contract for goods and services to be provided to the City.

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

SUBJECT:

Forwarded from the Georgetown Village Public Improvement District (GVPID) Advisory Board:

Consideration and possible Action to approve a Resolution to accept (1) Lot 54, Block D, Georgetown Village Section Nine, Phase 9A, and (2) a **2.568 acre** tract of land out of the William Roberts Survey, ABS 524, located on **Bellaire Drive**, from William Family Communities, Inc. d/b/a **Green Builders** for the purposes of **operating** and **maintaining stormwater infrastructure** -- Travis Baird, Real Estate Services Manager

ITEM SUMMARY:

During the development period, the developer or builder are responsible for operation and maintenance of the stormwater treatment and detention infrastructure within each section, until construction is nearing or at completion. The construction in Section 9, Phases 9 & 10 is complete, and construction in Phase 9A is nearing completion, with the last two lots currently under construction. Wilson Family Communities is responsible for the ponds located on the properties considered in this item. They have undertaken maintenance and repairs, and all other activities as required by City Staff to meet the City's standards for acceptance. The ponds have passed inspection by City Staff. This item would recommend acceptance of ownership of the properties and responsibility for the ponds, to be maintained under the PID budget and contracts.

Approval of this item is recommended.

Project No. 100-4000-0004

FINANCIAL IMPACT:

N/A. Costs for maintenance of the ponds will be managed in the GTV PID budget.

SUBMITTED BY:

Travis Baird

ATTACHMENTS:

Resolution

Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AUTHORIZING ACCEPTANCE OF A 2.568 ACRE TRACT OF LAND OUT OF THE WILLIAM ROBERTS SURVEY, ABS 524; AND, LOT 54, BLOCK D, GEORGETOWN VILLAGE SECTION NINE, PHASE 9A, LOCATED ON BELLAIRE DRIVE FROM WILLIAM FAMILY COMMUNITIES, INC. D/B/A GREEN BUILDERS FOR THE PURPOSES OF OPERATING AND MAINTAINING STORMWATER INFRASTRUCTURE.

WHEREAS, Wilson Family Communities, Inc. d/b/a Green Builders (Green Builders) owns a tract of land on Bellaire Drive, known as Lot 54, Block D, Georgetown Village Section Nine, Phase 9A according to the plat recorded as Document No. 2017023010 (Tract 1); and,

WHEREAS, Green Builders owns a tract of land on Bellaire Drive, being a 2.568 acre remainder of that 129.527 acres out of the William Roberts Survey, ABS 524 conveyed to Wilson Family Communities, Inc. by deed recorded as Document No. 2008045286. Said 2.568 acres is more particularly described in the attached **Exhibit "A"** (Tract 2); and,

WHEREAS, Green Builders wishes to convey Tract 1 & Tract 2 to the City of Georgetown by a General Warranty Deed substantially similar to that document attached hereto as **Exhibit "B"**, for the purposes of operating stormwater drainage infrastructure; and,

WHEREAS, it is hereby declared that the City of Georgetown finds it to be in the best interest of the public to accept Tract 1 and Tract 2, in order to provide infrastructure for stormwater drainage for the area and ensure proper maintenance of said lots and all improvements thereon.

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

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

Resolution No. _____

Description: GTV, Green Builders, Phs 9 & 10, Drainage Lots 100-4000-0005

Date Approved: _____

Page 1 of 2

finds that the adoption of this resolution is not inconsistent or in conflict with any other 2030 Comprehensive Plan Policies.

SECTION 2. The Mayor is hereby authorized to execute this resolution, and the City Secretary is authorized to attest thereto on behalf of the City of Georgetown.

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

RESOLVED this _____ day of _____, 2020.

CITY OF GEORGETOWN

ATTEST:

By: _____
Josh Schroeder, Mayor

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson, City Attorney

Resolution No. _____

Description: GTV, Green Builders, Phs 9 & 10, Drainage Lots 100-4000-0005

Date Approved: _____

Page 2 of 2

EXHIBIT A

2.568 Acres
Drainage Easement

William Roberts Survey, Abstract No. 524
20518.70
September 1, 2020

Page 1 of 5

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

FIELDNOTE DESCRIPTION, of a 2.568 acre tract of land out of the William Roberts Survey, Abstract No. 524, Williamson County, Texas, being a portion of the remainder of that 129.527 acre tract conveyed to Wilson Family Communities, Inc. by deed recorded in Document No. 2008045286 of the Official Public Records of Williamson County, Texas; the said 2.568 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod, without cap, found for an easterly remainder corner of the said 129.527 acre tract, being the northeast corner of Lot 28, Block "R", and a point on the westerly right-of-way line of Naranjo Drive (60.00' R.O.W.) as both dedicated in Georgetown Village, Section Nine, Phase Eight, a subdivision recorded in Document No. 2014078318 of the Official Public Records of Williamson County, Texas;

THENCE, leaving the westerly right-of-way line of Naranjo Drive, across the said 129.527 acre tract, along the northerly line of said Georgetown Village, Section Nine, Phase Eight subdivision, for the following two (2) courses:

- 1) S79°01'03"W, a distance of 124.21 feet to a cotton gin spindle found for the northwest corner of aforesaid Lot 28;
- 2) S19°15'41"E, a distance of 87.65 feet to a ½" iron rod, without cap, found for the southwest corner of aforesaid Lot 28, being a southeast remainder corner of the said 129.527 acre tract, same being the most northerly corner of Lot 7, Block "R", Georgetown Village, Section Nine, Phase Ten, a subdivision recorded in Document No. 2016019432 of the said Official Public Records;

THENCE, leaving the westerly line of said Georgetown Village, Section Nine, Phase Eight subdivision, with the common southerly remainder line of the said 129.527 acre tract and northerly line of said Block "R", Georgetown Village, Section Nine, Phase Ten subdivision, for the following two (2) courses:

- 1) S86°24'36"W, a distance of 140.32 feet to a ½" iron rod, with cap marked "Capital Surveying Co., Inc.", set for an angle point;
- 2) S83°52'58"W, at a distance of 304.09 feet pass the common north corner of Lot 2 and Lot 18, Block R, Georgetown Village, Section Nine, Phase Ten subdivision, and continuing for a total distance of 314.94 feet to a ½" iron rod, with cap marked "Capital Surveying Co., Inc.", set for the northwest corner of aforesaid Lot 18, same being the point of curvature of a non-tangent curve to the left on the easterly right-of-way line of Rosedale Boulevard (60.00' R.O.W.) as dedicated in aforesaid Georgetown Village, Section Nine, Phase Ten subdivision;

THENCE, leaving the northerly line of said Lot 18, with the said non-tangent curve to the left having a central angle of $06^{\circ}33'01''$, a radius of 2500.00 feet, a chord distance of 285.66 feet (chord bears $N18^{\circ}08'43''E$), for an arc distance of 285.81 feet to a $\frac{1}{2}$ " iron rod, with cap marked "Capital Surveying Co., Inc.", set for the point of reverse curvature of a curve to the right, being the northeast corner of said Rosedale Boulevard and a southerly corner of Bellaire Drive (variable width R.O.W.) as dedicated by plat in aforesaid Georgetown Village, Section Nine, Phase Eight subdivision;

THENCE, with the common northerly remainder line of the said 129.527 acre tract and the southerly right-of-way line of said Bellaire Drive, for the following five (5) courses:

- 1) With the said curve to the right having a central angle of $60^{\circ}21'19''$, a radius of 10.00 feet, a chord distance of 10.05 feet (chord bears $N45^{\circ}02'51''E$), for an arc distance of 10.53 feet to a $\frac{1}{2}$ " iron rod, with cap marked "Capital Surveying Co., Inc.", set for the point of reverse curvature of a curve to the left;
- 2) With said curve to the left having a central angle of $33^{\circ}13'03''$, a radius of 73.00 feet, a chord distance of 41.73 feet (chord bears $N58^{\circ}37'00''E$), for an arc distance of 42.32 feet to a $\frac{1}{2}$ " iron rod, with cap marked "GNR", found for the point of reverse curvature of a curve to the right;
- 3) With said curve to the right having a central angle of $61^{\circ}11'19''$, a radius of 10.00 feet, a chord distance of 10.18 feet (chord bears $N72^{\circ}36'08''E$), for an arc distance of 10.68 feet to an "X" in concrete found for the point of tangency;
- 4) $S76^{\circ}48'13''E$, a distance of 47.87 feet to an "X" in concrete found for the point of curvature of a curve to the left;
- 5) With said curve to the left having a central angle of $18^{\circ}28'13''$, a radius of 1030.00 feet, a chord distance of 330.60 feet (chord bears $S86^{\circ}02'20''E$), for an arc distance of 332.04 feet to a $\frac{1}{2}$ " iron rod, with cap marked "GNR", found for the point of reverse curvature of a curve to the right, same being the northwest corner of aforesaid Naranjo Drive;

THENCE, with the common easterly remainder line of said 129.527 acre tract, and westerly right-of-way line of said Naranjo Drive, for the following three (3) courses:

- 1) With the said curve to the right, having a central angle of $90^{\circ}32'53''$, a radius of 15.00 feet, a chord distance of 21.31 feet (chord bears $S49^{\circ}59'59''E$), for an arc distance of 23.71 feet to an "X" in concrete found for the point of tangency;

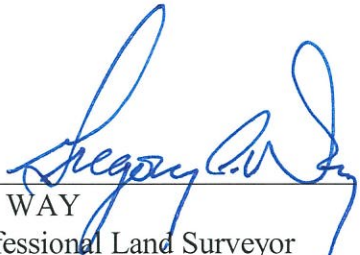
- 2) S04°43'33"E, a distance of 66.03 feet to a ½" iron rod, with cap marked "Capital Surveying Co., Inc.", set for the point of curvature of a curve to the left;
- 3) With the said curve to the left, having a central angle of 08°43'23", a radius of 275.00 feet, a chord distance of 41.83 feet (chord bears S09°05'14"E), for an arc distance of 41.87 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 2.568 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone, NAD83

I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 1st day of September, 2020.




GREGORY A. WAY
Registered Professional Land Surveyor
No. 4567 State of Texas

**SURVEY OF 2.568 ACRES
OUT OF THE
WILLIAM ROBERTS SURVEY,
ABSTRACT No. 524,
WILLIAMSON COUNTY, TEXAS**

REMAINDER OF
129.527 AC.
WILSON FAMILY
COMMUNITIES, INC.
Doc. No. 2008045286
O.P.R.W.C.

GEORGETOWN
VILLAGE
SECTION NINE
PHASE NINE
-Doc. No.
2016019432
O.P.R.W.C.

GEORGETOWN
VILLAGE
SECTION 9
PHASE ONE
Cdb. EE, Slides
296-299
P.R.W.C.

LOT 6
PARKLAND, DRAINAGE,
S.S.E., W.W.E., P.U.E.,
& LANDSCAPE ESMT.
1.5453 AC.

REMAINDER OF
129.527 AC.
WILSON FAMILY
COMMUNITIES, INC.
Doc. No. 2008045286
O.P.R.W.C.

2.568 ACRES

POINT OF
BEGINNING

(N79°08'02"E)
(123.90')

S79°01'03"W
124.21'

GEORGETOWN
VILLAGE
SECTION NINE
PHASE EIGHT
-Doc. No.
2014078318
O.P.R.W.C.

ROSEDALE BLVD.
(60' R.O.W.)

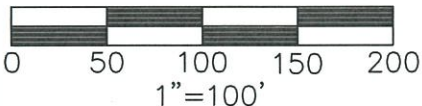
LOT 18
LANDSCAPE ESMT.
& P.U.E.

ARROWWOOD DR.
(50' R.O.W.)

BERETTA CIRCLE
(50' R.O.W.)

GEORGETOWN VILLAGE
SECTION NINE
PHASE TEN
Doc. No. 2016019432
O.P.R.W.C.

NARANJO DR.
(60' R.O.W.)



GENERAL NOTES:

1. BEARING BASIS IS THE STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 (GRID).
 2. LEGEND, LINE AND CURVE TABLE ON SHEET 5 OF 5.
- Dwg. # 20518E1 CRD # 20518 SHEET 4 OF 5

ESCI

925 Capital of Texas Highway South
Building B, Suite 115
Austin, Texas 78746
(512) 327-4006

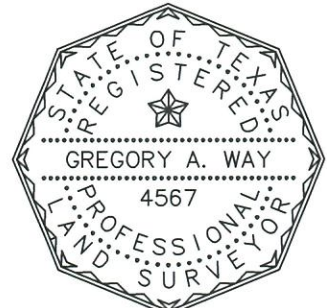
**CAPITAL
SURVEYING
COMPANY
INCORPORATED**

FIRM REGISTRATION
No. 101267-0

I, Gregory A. Way, a Registered Professional Land Surveyor do hereby certify that the above map or plat is true and correct to the best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at
Austin, Travis County, Texas this the
1st day of September 2020, A.D.

Gregory A. Way
Registered Professional Land Surveyor
No. 4567 State of Texas



**SURVEY OF 2.568 ACRES
OUT OF THE
WILLIAM ROBERTS SURVEY,
ABSTRACT No. 524,
WILLIAMSON COUNTY, TEXAS**

LEGEND

O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
R.O.W.	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
S.S.E.	STORM SEWER EASEMENT
W.W.E.	WASTEWATER EASEMENT
()	RECORD INFORMATION
○	1/2" IRON ROD SET WITH PLASTIC CAP MARKED "CAPITAL SURVEYING CO. INC."
⊗	1/2" IRON ROD FOUND WITH CAP MARKED "GNR"
⊕	COTTON GIN SPINDLE FOUND
⊗	"X" FOUND IN CONCRETE
●	1/2" IRON ROD, WITHOUT CAP, FOUND

LINE TABLE		
LINE	BEARING	LENGTH
L1	S19°15'41"E	87.65'
(L1)	(N19°26'30"W)	(87.68')
L2	S76°48'13"E	47.87'
(L2)	(N76°47'07"W)	47.87'
L3	S04°43'33"E	66.03'
(L3)	(N04°42'26"W)	(66.03')
L4	N13°10'08"E	60.09'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	CH. BEARING
C1	06°33'01"	2500.00'	285.81'	285.66'	N18°08'43"E
(C1)	(06°32'32")	(2500.00')	(285.46')	(285.30')	(S18°09'01"W)
C2	60°21'19"	10.00'	10.53'	10.05'	N45°02'51"E
(C2)	(60°21'19")	(10.00')	(10.53')	(10.05')	(S45°03'57"W)
C3	33°13'03"	73.00'	42.32'	41.73'	N58°37'00"E
(C3)	(33°13'03")	(73.00')	(42.32')	(41.73')	(S58°38'05"W)
C4	61°11'19"	10.00'	10.68'	10.18'	N72°36'08"E
(C4)	(61°11'19")	(10.00')	(10.68')	(10.18')	(S72°37'14"W)
C5	18°28'13"	1030.00'	332.04'	330.60'	S86°02'20"E
(C5)	(18°28'13")	(1030.00')	(332.04')	(330.60')	(N86°01'13"W)
C6	90°32'53"	15.00'	23.71'	21.31'	S49°59'59"E
(C6)	(90°32'53")	(15.00')	(23.71')	(21.31')	(N49°58'53"E)
C7	8°43'23"	275.00'	41.87'	41.83'	S09°05'14"E
(C7)	(8°43'49")	(275.00')	(41.87')	(41.83')	(N09°04'21"W)

Dwg. # 20518E1 CRD # 20518 SHEET 5 OF 5

CSCI

**CAPITAL
SURVEYING
COMPANY
INCORPORATED**

925 Capital of Texas Highway South
Building B, Suite 115
Austin, Texas 78746
(512) 327-4006

FIRM REGISTRATION
No. 101267-0

GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: *If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.*

DATE: _____, 2020

GRANTOR: Wilson Family Communities, Inc., a Delaware corporation d/b/a Green Builders, Inc.

GRANTOR'S MAILING ADDRESS (including County): 8121 Bee Cave Rd., Austin, Texas 78746

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

GRANTEE'S MAILING ADDRESS (including County): P.O. Box 409, Williamson County, Texas 78627

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration.

PROPERTY (including any improvements, for all purposes the "Property"):

TRACT 1

Being, Lot 54, Block D, GEORGETOWN VILLAGE SECTION NINE, PHASE 9A, LOT 54, BLOCK D, according to the map or plat thereof, recorded in Document No. 2017023010, Official Public Records, Williamson County, Texas; and

TRACT 2

Being that certain 2.568 acre tract of land, more or less, situated in the WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, in Williamson County, Texas, being a portion of the remainder of that 129.527 acre tract conveyed to Wilson Family Communities, Inc. by Deed recorded in Document No. 2008045286, Official Public Records, Williamson County, Texas. Said 2.568 acres being more particularly described by metes and bounds in the attached **Exhibit "A"** and by sketch in **Exhibit "B"** made a part hereof.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made, delivered and accepted subject to any and all easements, covenants, leases, rights-of-way, conditions, restrictions, outstanding mineral interests and

royalty interests, if any, relating to the Property, to the extent, and only to the extent, that the same may still be in force and effect, and shown of record in the office of the County Clerk of Williamson County, Texas.

Grantor, for the consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty, GRANTS, SELLS, and CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations From and Exceptions to Conveyance and Warranty.

GRANTOR:

Wilson Family Communities, Inc.,
a Delaware corporation d/b/a Green Builders, Inc.

_____ (signature)

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGEMENT

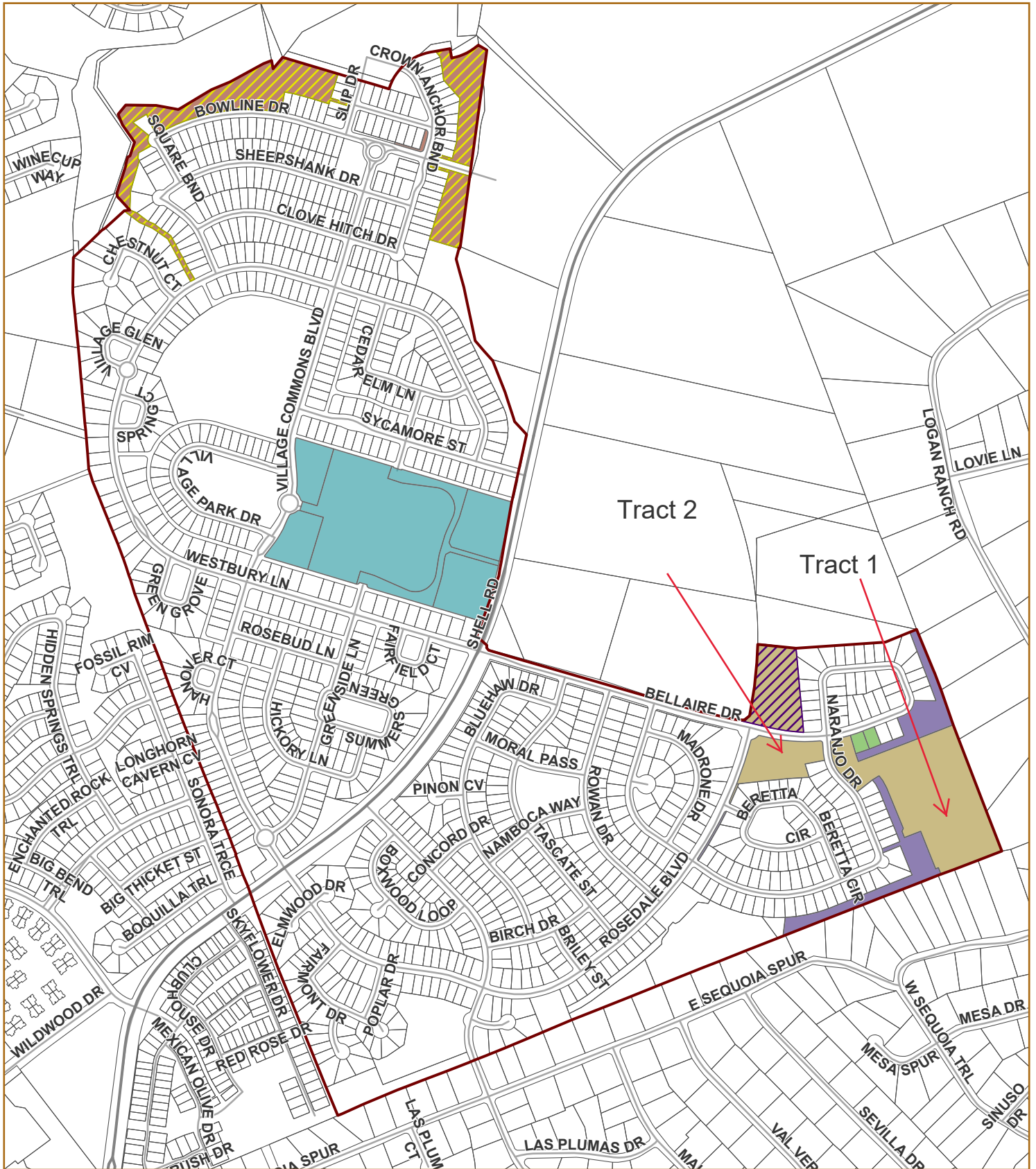
This instrument was acknowledged before me on the _____ day of _____, 2020, by _____, as _____ of **Wilson Family Communities, Inc., a Delaware corporation d/b/a Green Builders, Inc.**, on behalf of said corporation.

Notary Public, State of _____

[Exhibits "A" & "B" to Deed]

Exhibits "A" & "B" to the Deed are heretofore attached as Exhibits "A" & "B" to the foregoing Resolution and will be attached accordingly to the original Deed prior to execution and recording.

GEORGETOWN VILLAGE PID



- | | |
|--------------------------------|--|
| BB & CB INVESTMENTS | WILSON FAMILY COMMUNITIES INC DBA GREEN BUILDERS INC |
| CHAD BACCUS HOMES OF TEXAS LLC | GEORGETOWN VILLAGE PID |
| KB HOME LONE STAR INC | TRANSFER TO CITY IN PROGRESS |
| WESTMINSTER-LCS GEORGETOWN LLC | TRANSFER TO HOA COMPLETE |



0 500 1,000
Feet

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

SUBJECT:

Forwarded from the Georgetown Water Utility Board (GWUAB):

Consideration and possible action to approve a **contract** for the **construction** of the **Southwest Bypass Waterline Project to Bruce Flanigan Construction, Inc.** of Belton, TX in the amount of **\$986,689.00** -- Wesley Wright, P.E.,
Systems Engineering Director

ITEM SUMMARY:

This proposed project consists of the installation of approximately 4,275 LF of 24-inch ductile iron pipe water line and appurtenances on the east side of Southwest Bypass from Wolf Ranch Parkway to Leander Road. This will connect the existing 24-inch Waterline at Wolf Ranch Parkway to the existing 16-inch Waterline on Leander Road. This project also includes lowering approximately 150 LF of existing 24-inch waterline near Wolf Ranch Parkway and Southwest Bypass to facilitate the future improvements of the Southwest Bypass extension to Hwy 29.

This project was publicly advertised on September 20, 2020 and September 27, 2020. On October 13, 2020 we received twenty (20) competitive bids. The low qualified bidder for the project was Bruce Flanigan Construction of Belton, TX with a total bid of \$986,689.00. Bruce Flanigan Construction has successfully completed several projects in the central Texas region of similar size and scope. Kasberg, Patrick and Associates have reviewed current workload, references and construction history.

STAFF RECOMMENDATION:

Staff and Kasberg, Patrick and Associates recommend awarding this contract to Bruce Flanigan Construction, Inc. of Belton, TX in the amount of \$986,689.00

BOARD RECOMMENDATION:

This item was unanimously approved by the Georgetown Water Utility Advisory Board for Council approval at the November 12, 2020 Georgetown Water Utility Advisory Board meeting.

FINANCIAL IMPACT:

Funds for these projects are available in the current year's budget of:
Water CIP

SUBMITTED BY:

Chris Pousson, Project Manager

ATTACHMENTS:

Letter of Recommendation

Bid Tab

Project Exhibit



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

Temple
19 North Main Street
Temple, Texas 76501
(254) 773-3731

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

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

October 19, 2020

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

Re: City of Georgetown
Southwest Bypass Water Line Improvements
Georgetown, Texas

Mr. Pousson,

Bids were received by the City of Georgetown until 2:00 P.M. on Tuesday, October 13, 2020 for the above referenced project. There were twenty (20) competitive bids received. A detailed bid tabulation of this bid is attached for your use.

This project consists of furnishing installing approximately 4,275 linear feet of 24" Ductile Iron Pipe Water Line and appurtenances on the east side of Southwest Bypass from Wolf Ranch Parkway to Leander Road. This project also includes the lowering of approximately 150 linear feet of existing 24" Ductile Iron Pipe Water Line just west of the intersection of Wolf Ranch Parkway and Southwest Bypass to facilitate the future improvements of the Southwest Bypass Extension up to Hwy 29.

The low qualified bidder for the project is Bruce Flanigan Construction, Inc. of Belton, Texas with a total bid of **\$986,689.00**. Bruce Flanigan Construction, Inc. has successfully completed projects of similar size and scope for several municipalities in the Central Texas Region. We have reviewed the current workload, references and construction history of Bruce Flanigan Construction, Inc. and their subcontractors. As a result of our findings, we recommend that a contract be awarded to **Bruce Flanigan Construction, Inc.** in the amount of **\$986,689.00**.

Sincerely,

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

xc: Mr. Wesley Wright, PE, City of Georgetown
Mr. Michael Hallmark, City of Georgetown
Ms. Nicole Abrego, City of Georgetown
Mr. Bruce Flanigan, Bruce Flanigan Construction, Inc.
2020-111-30

BID TABULATION
CITY OF GEORGETOWN TEXAS
Southwest Bypass Water Line Improvements
Bid # 202039
October 13, 2020; 2:00 PM

2020-111-40

				BIDDER INFORMATION									
				1		2		3		4		5	
				Bruce Flanigan Construction, Inc. 5114 Lampasas Lane Belton, TX 76513		Bell Contractors, Inc. 3802 W Hwy 190 Belton, TX 76513		M&C Fonesca Construction Co.,Inc. 1901 Prairie Creek Rd. Granite Shoals, TX 78654		McLean Construction, Inc. 4101 Trimmier Rd Killeen, TX 76542		QA Construction Services, Inc. 3267 Bee Caves Rd, Ste 107-514 Austin, TX 78746	
Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
BASE BID													
1	100%	LS	Insurance, Bonds & Mobilization, not to exceed 5% of Total Bid Amount	\$ 25,953.00	\$ 25,953.00	\$ 34,857.42	\$ 34,857.42	\$ 40,000.00	\$ 40,000.00	\$ 36,804.00	\$ 36,804.00	\$ 52,725.00	\$ 52,725.00
2	43	STA	RoW Preparation along the Project Route	248.00	10,664.00	275.00	11,825.00	100.00	4,300.00	279.00	11,997.00	400.00	17,200.00
3	100%	LS	Provide Video DVD of the Project Area Prior to & After Construction	110.00	110.00	440.00	440.00	2,000.00	2,000.00	550.00	550.00	1,200.00	1,200.00
4	100%	LS	Submit Trench Safety Plan prepared & signed by PE, in Conformance with State Law & OSHA	1,650.00	1,650.00	1,595.00	1,595.00	2,500.00	2,500.00	1,045.00	1,045.00	2,500.00	2,500.00
5	7	MO	Implementation of Traffic Control Plan. Plan is to be prepared & signed by PE Licensed in the State of Texas	459.00	3,213.00	2,255.00	15,785.00	1,500.00	10,500.00	864.00	6,048.00	3,000.00	21,000.00
6	100%	LS	Prepare Stormwater Pollution Prevention Plan, Including Submission to & Receiving Permits from TCEQ	550.00	550.00	2,420.00	2,420.00	5,500.00	5,500.00	1,045.00	1,045.00	1,200.00	1,200.00
7	650	LF	Furnish, Install & Remove Tree Protection Fence	3.60	2,340.00	4.68	3,042.00	5.00	3,250.00	3.90	2,535.00	5.00	3,250.00
8	1	EA	Furnish, Install & Remove Temporary Construction Entrance	870.00	870.00	607.23	607.23	1,500.00	1,500.00	2,200.00	2,200.00	2,500.00	2,500.00
9	2,250	LF	Furnish, Install, Maintain & Remove Silt Fence as required in the Stormwater Pollution Prevention Plan	3.30	7,425.00	2.20	4,950.00	5.00	11,250.00	2.80	6,300.00	3.00	6,750.00
10	85	LF	Furnish, Install, Maintain & Remove Rock Berm as required in the Stormwater Pollution Prevention Plan	28.00	2,380.00	93.50	7,947.50	70.00	5,950.00	71.50	6,077.50	55.00	4,675.00
11	4,275	LF	Implement & Follow Trench Safety Plan (Pipe)	0.50	2,137.50	2.75	11,756.25	2.50	10,687.50	1.30	5,557.50	2.00	8,550.00
12	600	SF	Implement & Follow Trench Safety Plan (Bore Pit)	6.10	3,660.00	9.02	5,412.00	3.50	2,100.00	6.00	3,600.00	6.00	3,600.00
13	4,275	LF	24" Diameter Ductile Iron Pipe Water Line	138.40	591,660.00	130.69	558,699.75	130.00	555,750.00	130.60	558,315.00	144.00	615,600.00
14	3	EA	Connect to Existing 24" Diameter Water Line	2,015.00	6,045.00	3,697.08	11,091.24	4,500.00	13,500.00	1,257.00	3,771.00	6,000.00	18,000.00
15	1	EA	16" Diameter Wet Tap with 16" Gate Valve	12,909.00	12,909.00	7,815.50	7,815.50	20,000.00	20,000.00	19,364.00	19,364.00	18,000.00	18,000.00
16	1	EA	24" x 16" Reducer	1,391.00	1,391.00	1,928.18	1,928.18	1,800.00	1,800.00	1,575.00	1,575.00	4,000.00	4,000.00
17	1	EA	Connect to Existing 16" Diameter Water Line	333.00	333.00	275.00	275.00	4,500.00	4,500.00	836.00	836.00	12,500.00	12,500.00
18	2	EA	Air Release Valve Assembly, Including Vault	3,713.00	7,426.00	4,654.93	9,309.86	5,500.00	11,000.00	3,456.00	6,912.00	5,500.00	11,000.00
19	120	LF	36" Diameter Steel Encasement by Bore	746.00	89,520.00	837.34	100,480.80	550.00	66,000.00	792.80	95,136.00	550.00	66,000.00
20	12	EA	Restrained 11 -1/4° Bends, 24" Diameter, Including Mechanical Joint Restraints & Thrust Blocking	1,778.00	21,336.00	1,812.13	21,745.56	2,300.00	27,600.00	2,262.00	27,144.00	2,500.00	30,000.00
21	10	EA	Restrained 45° Bends, 24" Diameter, Including Mechanical Joint Restraints & Thrust Blocking	1,883.00	18,830.00	1,922.13	19,221.30	2,300.00	23,000.00	2,292.00	22,920.00	2,500.00	25,000.00
22	7	EA	Standard Fire Hydrant Assembly	5,482.00	38,374.00	5,071.18	35,498.26	6,500.00	45,500.00	5,767.00	40,369.00	4,500.00	31,500.00
23	150	LF	Abandon Existing 24" Diameter Ductile Iron Pipe Water Line	18.80	2,820.00	27.50	4,125.00	60.00	9,000.00	33.40	5,010.00	20.00	3,000.00
24	50	SY	Remove & Replace Existing Large Diameter Rock Rip Rap	51.50	2,575.00	27.50	1,375.00	110.00	5,500.00	134.00	6,700.00	45.00	2,250.00
25	15	LF	Remove & Replace 36" RCP	83.70	1,255.50	128.18	1,922.70	225.00	3,375.00	150.50	2,257.50	90.00	1,350.00
26	1	EA	Remove & Replace SET for 36" RCP	1,491.00	1,491.00	1,815.00	1,815.00	3,500.00	3,500.00	2,843.00	2,843.00	3,800.00	3,800.00
27	6	EA	Georgetown Utility System (GUS) Signage	217.00	1,302.00	330.00	1,980.00	350.00	2,100.00	581.00	3,486.00	300.00	1,800.00
28	10,000	SY	Furnish & Install Hydro Mulch Seeding with Flexible Growth Media (Flexterra) For Permanent Erosion Control, Including water to establish & sustain growth	2.70	27,000.00	1.54	15,400.00	2.00	20,000.00	5.50	55,000.00	0.55	5,500.00
29	100%	LS	Furnish All Materials, Equipment, Tools & Labor Necessary for Pressure Testing Water Pipe, Including Any Necessary Repairs	1,469.00	1,469.00	2,035.00	2,035.00	5,500.00	5,500.00	6,685.00	6,685.00	5,500.00	5,500.00
30	100%	LS	City of Georgetown Force Account	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
TOTAL BASE BID (Items 1 - 30)					\$ 986,689.00		\$ 995,355.55		\$ 1,017,162.50		\$ 1,042,082.50		\$ 1,079,950.00

Did Bidder Acknowledge Addendums No. 1 - No. 2?	YES	YES	YES	YES
Did Bidder provide Section #00400?	YES	YES	YES	YES
Did Bidder provide Section #00410?	YES	YES	YES	YES

BID TABULATION
CITY OF GEORGETOWN TEXAS
Southwest Bypass Water Line Improvements
Bid # 202039
October 13, 2020; 2:00 PM

				BIDDER INFORMATION									
				6		7		8		9		10	
				Atlas Construction, Corp. 316 Sunset Drive Granite Shoals, TX 78654		Royal Vista, Inc. 350 Country Road 260 Liberty Hill, TX 78642		Santa Clara Construction, Ltd. 9811 Anderson Mill Rd, Ste 201 Austin, TX 78750		Joe Bland Construction, L.P. 13111 Dessau Rd Austin, TX 78754		Qro Mex Construction Co., Inc. 2801 Prairie Creek Rd Granite Shoals, TX 78654	
Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
BASE BID													
1	100%	LS	Insurance, Bonds & Mobilization, not to exceed 5% of Total Bid Amount	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 53,200.00	\$ 53,200.00	\$ 50,000.00	\$ 50,000.00
2	43	STA	RoW Preparation along the Project Route	500.00	21,500.00	250.00	10,750.00	100.00	4,300.00	500.00	21,500.00	300.00	12,900.00
3	100%	LS	Provide Video DVD of the Project Area Prior to & After Construction	1,500.00	1,500.00	2,500.00	2,500.00	1,000.00	1,000.00	1,750.00	1,750.00	4,000.00	4,000.00
4	100%	LS	Submit Trench Safety Plan prepared & signed by PE, in Conformance with State Law & OSHA	2,500.00	2,500.00	3,000.00	3,000.00	5,000.00	5,000.00	700.00	700.00	8,000.00	8,000.00
5	7	MO	Implementation of Traffic Control Plan. Plan is to be prepared & signed by PE Licensed in the State of Texas	1,500.00	10,500.00	1,000.00	7,000.00	100.00	700.00	885.00	6,195.00	2,500.00	17,500.00
6	100%	LS	Prepare Stormwater Pollution Prevention Plan, Including Submission to & Receiving Permits from TCEQ	1,500.00	1,500.00	4,000.00	4,000.00	3,000.00	3,000.00	3,800.00	3,800.00	25,000.00	25,000.00
7	650	LF	Furnish, Install & Remove Tree Protection Fence	5.00	3,250.00	7.00	4,550.00	4.00	2,600.00	3.00	1,950.00	16.00	10,400.00
8	1	EA	Furnish, Install & Remove Temporary Construction Entrance	1,500.00	1,500.00	2,000.00	2,000.00	2,000.00	2,000.00	1,200.00	1,200.00	2,000.00	2,000.00
9	2,250	LF	Furnish, Install, Maintain & Remove Silt Fence as required in the Stormwater Pollution Prevention Plan	3.00	6,750.00	3.00	6,750.00	3.00	6,750.00	3.00	6,750.00	3.50	7,875.00
10	85	LF	Furnish, Install, Maintain & Remove Rock Berm as required in the Stormwater Pollution Prevention Plan	50.00	4,250.00	50.00	4,250.00	35.00	2,975.00	28.00	2,380.00	65.00	5,525.00
11	4,275	LF	Implement & Follow Trench Safety Plan (Pipe)	2.25	9,618.75	1.00	4,275.00	1.00	4,275.00	1.00	4,275.00	3.00	12,825.00
12	600	SF	Implement & Follow Trench Safety Plan (Bore Pit)	3.00	1,800.00	1.00	600.00	1.00	600.00	5.50	3,300.00	20.00	12,000.00
13	4,275	LF	24" Diameter Ductile Iron Pipe Water Line	135.00	577,125.00	140.00	598,500.00	160.00	684,000.00	150.00	641,250.00	158.00	675,450.00
14	3	EA	Connect to Existing 24" Diameter Water Line	7,500.00	22,500.00	2,650.00	7,950.00	5,000.00	15,000.00	4,675.00	14,025.00	6,000.00	18,000.00
15	1	EA	16" Diameter Wet Tap with 16" Gate Valve	18,225.00	18,225.00	19,500.00	19,500.00	15,000.00	15,000.00	29,650.00	29,650.00	20,000.00	20,000.00
16	1	EA	24" x 16" Reducer	2,250.00	2,250.00	1,900.00	1,900.00	2,000.00	2,000.00	925.00	925.00	2,000.00	2,000.00
17	1	EA	Connect to Existing 16" Diameter Water Line	6,500.00	6,500.00	1,950.00	1,950.00	2,000.00	2,000.00	3,110.00	3,110.00	4,000.00	4,000.00
18	2	EA	Air Release Valve Assembly, Including Vault	4,605.00	9,210.00	3,500.00	7,000.00	5,000.00	10,000.00	7,065.00	14,130.00	9,600.00	19,200.00
19	120	LF	36" Diameter Steel Encasement by Bore	815.00	97,800.00	850.00	102,000.00	600.00	72,000.00	810.00	97,200.00	680.00	81,600.00
20	12	EA	Restrained 11 -1/4° Bends, 24" Diameter, Including Mechanical Joint Restraints & Thrust Blocking	1,690.00	20,280.00	2,500.00	30,000.00	3,000.00	36,000.00	1,400.00	16,800.00	*	18,600.00
21	10	EA	Restrained 45° Bends, 24" Diameter, Including Mechanical Joint Restraints & Thrust Blocking	1,918.00	19,180.00	2,700.00	27,000.00	3,000.00	30,000.00	1,500.00	15,000.00	1,500.00	15,000.00
22	7	EA	Standard Fire Hydrant Assembly	6,000.00	42,000.00	6,500.00	45,500.00	6,000.00	42,000.00	6,055.00	42,385.00	6,550.00	45,850.00
23	150	LF	Abandon Existing 24" Diameter Ductile Iron Pipe Water Line	60.00	9,000.00	150.00	22,500.00	20.00	3,000.00	150.00	22,500.00	20.00	3,000.00
24	50	SY	Remove & Replace Existing Large Diameter Rock Rip Rap	150.00	7,500.00	50.00	2,500.00	150.00	7,500.00	25.00	1,250.00	120.00	6,000.00
25	15	LF	Remove & Replace 36" RCP	125.00	1,875.00	155.00	2,325.00	300.00	4,500.00	135.00	2,025.00	120.00	1,800.00
26	1	EA	Remove & Replace SET for 36" RCP	2,450.00	2,450.00	2,500.00	2,500.00	3,000.00	3,000.00	4,305.00	4,305.00	1,200.00	1,200.00
27	6	EA	Georgetown Utility System (GUS) Signage	500.00	3,000.00	300.00	1,800.00	300.00	1,800.00	850.00	5,100.00	800.00	4,800.00
28	10,000	SY	Furnish & Install Hydro Mulch Seeding with Flexible Growth Media (Flexterra) For Permanent Erosion Control, Including water to establish & sustain growth	2.25	22,500.00	1.50	15,000.00	1.00	10,000.00	2.50	25,000.00	1.90	19,000.00
29	100%	LS	Furnish All Materials, Equipment, Tools & Labor Necessary for Pressure Testing Water Pipe, Including Any Necessary Repairs	6,000.00	6,000.00	10,000.00	10,000.00	1,000.00	1,000.00	12,515.00	12,515.00	4,000.00	4,000.00
30	100%	LS	City of Georgetown Force Account	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
TOTAL BASE BID (Items 1 - 30)					\$ 1,082,063.75		\$ 1,097,600.00		\$ 1,122,000.00		\$ 1,154,170.00	**	\$ 1,207,525.00

Did Bidder Acknowledge Addendums No. 1 - No. 2?	YES	YES	YES	YES
Did Bidder provide Section #00400?	YES	YES	YES	YES
Did Bidder provide Section #00410?	YES	YES	YES	YES

* Extended amount has been corrected
** Total amount has been corrected

BID TABULATION
CITY OF GEORGETOWN TEXAS
Southwest Bypass Water Line Improvements
Bid # 202039
October 13, 2020; 2:00 PM

2020-111-40

				BIDDER INFORMATION									
				11		12		13		14		15	
				Cash Construction Company, Inc. 217 Kingston Lacy Pflugerville, TX 78660		BRCT, LLC DBA Black Rock Construction 1475 Heritage Pkwy., #113 Mansfield, TX 76063		JBS Underground LLC 14202 Fort Smith Trail Austin, TX 78734		Smith Contracting Co., Inc. 15308 Ginger St Austin, TX 78728		Austin Underground PO Box 5650 Lago Vista, TX 78645	
Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
BASE BID													
1	100%	LS	Insurance, Bonds & Mobilization, not to exceed 5% of Total Bid Amount	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 52,200.00	\$ 52,200.00	\$ 60,000.00	\$ 60,000.00	\$ 55,000.00	\$ 55,000.00
2	43	STA	RoW Preparation along the Project Route	1,500.00	64,500.00	500.00	21,500.00	675.00	29,025.00	500.00	21,500.00	650.00	27,950.00
3	100%	LS	Provide Video DVD of the Project Area Prior to & After Construction	2,000.00	2,000.00	3,000.00	3,000.00	695.00	695.00	600.00	600.00	770.00	770.00
4	100%	LS	Submit Trench Safety Plan prepared & signed by PE, in Conformance with State Law & OSHA	2,000.00	2,000.00	5,600.00	5,600.00	1,450.00	1,450.00	1,200.00	1,200.00	960.00	960.00
5	7	MO	Implementation of Traffic Control Plan. Plan is to be prepared & signed by PE Licensed in the State of Texas	1,500.00	10,500.00	4,000.00	28,000.00	1,800.00	12,600.00	4,200.00	29,400.00	290.00	2,030.00
6	100%	LS	Prepare Stormwater Pollution Prevention Plan, Including Submission to & Receiving Permits from TCEQ	2,000.00	2,000.00	6,600.00	6,600.00	2,200.00	2,200.00	4,000.00	4,000.00	1,500.00	1,500.00
7	650	LF	Furnish, Install & Remove Tree Protection Fence	3.00	1,950.00	5.00	3,250.00	3.00	1,950.00	5.00	3,250.00	3.00	1,950.00
8	1	EA	Furnish, Install & Remove Temporary Construction Entrance	2,000.00	2,000.00	2,000.00	2,000.00	950.00	950.00	3,000.00	3,000.00	1,700.00	1,700.00
9	2,250	LF	Furnish, Install, Maintain & Remove Silt Fence as required in the Stormwater Pollution Prevention Plan	2.50	5,625.00	3.00	6,750.00	3.95	8,887.50	3.50	7,875.00	2.50	5,625.00
10	85	LF	Furnish, Install, Maintain & Remove Rock Berm as required in the Stormwater Pollution Prevention Plan	25.00	2,125.00	105.00	8,925.00	32.00	2,720.00	75.00	6,375.00	26.00	2,210.00
11	4,275	LF	Implement & Follow Trench Safety Plan (Pipe)	0.50	2,137.50	1.00	4,275.00	2.25	9,618.75	1.00	4,275.00	2.00	8,550.00
12	600	SF	Implement & Follow Trench Safety Plan (Bore Pit)	5.00	3,000.00	5.00	3,000.00	7.00	4,200.00	5.00	3,000.00	5.00	3,000.00
13	4,275	LF	24" Diameter Ductile Iron Pipe Water Line	162.00	692,550.00	164.00	701,100.00	166.00	709,650.00	177.00	756,675.00	183.00	782,325.00
14	3	EA	Connect to Existing 24" Diameter Water Line	2,500.00	7,500.00	5,500.00	16,500.00	10,300.00	30,900.00	4,400.00	13,200.00	4,700.00	14,100.00
15	1	EA	16" Diameter Wet Tap with 16" Gate Valve	11,000.00	11,000.00	25,350.00	25,350.00	24,000.00	24,000.00	25,000.00	25,000.00	20,000.00	20,000.00
16	1	EA	24" x 16" Reducer	1,100.00	1,100.00	1,570.00	1,570.00	2,350.00	2,350.00	1,000.00	1,000.00	1,500.00	1,500.00
17	1	EA	Connect to Existing 16" Diameter Water Line	1,500.00	1,500.00	4,000.00	4,000.00	2,550.00	2,550.00	2,000.00	2,000.00	1,600.00	1,600.00
18	2	EA	Air Release Valve Assembly, Including Vault	3,000.00	6,000.00	10,465.00	20,930.00	7,800.00	15,600.00	4,900.00	9,800.00	6,500.00	13,000.00
19	120	LF	36" Diameter Steel Encasement by Bore	950.00	114,000.00	590.00	70,800.00	618.00	74,160.00	900.00	108,000.00	820.00	98,400.00
20	12	EA	Restrained 11 -1/4° Bends, 24" Diameter, Including Mechanical Joint Restraints & Thrust Blocking	1,600.00	19,200.00	2,254.00	27,048.00	3,050.00	36,600.00	1,600.00	19,200.00	2,000.00	24,000.00
21	10	EA	Restrained 45° Bends, 24" Diameter, Including Mechanical Joint Restraints & Thrust Blocking	1,700.00	17,000.00	2,371.50	23,715.00	5,700.00	57,000.00	1,700.00	17,000.00	2,100.00	21,000.00
22	7	EA	Standard Fire Hydrant Assembly	7,000.00	49,000.00	7,385.00	51,695.00	7,450.00	52,150.00	6,400.00	44,800.00	6,600.00	46,200.00
23	150	LF	Abandon Existing 24" Diameter Ductile Iron Pipe Water Line	20.00	3,000.00	65.00	9,750.00	20.00	3,000.00	30.00	4,500.00	27.00	4,050.00
24	50	SY	Remove & Replace Existing Large Diameter Rock Rip Rap	50.00	2,500.00	225.00	11,250.00	57.00	2,850.00	90.00	4,500.00	53.00	2,650.00
25	15	LF	Remove & Replace 36" RCP	90.00	1,350.00	275.00	4,125.00	86.00	1,290.00	300.00	4,500.00	230.00	3,450.00
26	1	EA	Remove & Replace SET for 36" RCP	4,500.50	4,500.50	4,750.00	4,750.00	4,500.00	4,500.00	2,500.00	2,500.00	4,200.00	4,200.00
27	6	EA	Georgetown Utility System (GUS) Signage	400.00	2,400.00	350.00	2,100.00	1,100.00	6,600.00	300.00	1,800.00	650.00	3,900.00
28	10,000	SY	Furnish & Install Hydro Mulch Seeding with Flexible Growth Media (Flexterra) For Permanent Erosion Control, Including water to establish & sustain growth	3.50	35,000.00	0.75	7,500.00	3.00	30,000.00	2.00	20,000.00	3.25	32,500.00
29	100%	LS	Furnish All Materials, Equipment, Tools & Labor Necessary for Pressure Testing Water Pipe, Including Any Necessary Repairs	6,100.00	6,100.00	6,500.00	6,500.00	7,500.00	7,500.00	11,000.00	11,000.00	8,500.00	8,500.00
30	100%	LS	City of Georgetown Force Account	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
TOTAL BASE BID (Items 1 - 30)					\$ 1,221,538.00		\$ 1,231,583.00		\$ 1,287,196.25		\$ 1,289,950.00		\$ 1,292,620.00

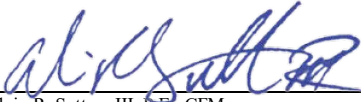
Did Bidder Acknowledge Addendums No. 1 - No. 2?	YES	YES	YES	YES	YES
Did Bidder provide Section #00400?	YES	YES	YES	YES	YES
Did Bidder provide Section #00410?	YES	YES	YES	YES	YES

BID TABULATION
CITY OF GEORGETOWN TEXAS
Southwest Bypass Water Line Improvements
Bid # 202039
October 13, 2020; 2:00 PM

				BIDDER INFORMATION									
				16		17		18		19		20	
				Nelson Lewis, Inc. PO Box 235 Marble Falls, TX 78654		Patin Construction LLC 3800 W 2nd Street Taylor, TX 76574		Jordan Foster Construction, LLC 15603 N IH 35 Pflugerville, TX 78660		Lupe Rubio Construction Co., Inc. PO Box 1838 Kingsland, TX 78639		DeNucci Constructors, LLC 8310-1 N Cptl Tx Hwy Ste 275 Austin, TX 78731	
Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
BASE BID													
1	100%	LS	Insurance, Bonds & Mobilization, not to exceed 5% of Total Bid Amount	\$ 55,000.00	\$ 55,000.00	\$ 3,500.00	\$ 3,500.00	\$ 65,000.00	\$ 65,000.00	\$ 69,000.00	\$ 69,000.00	\$ 70,000.00	\$ 70,000.00
2	43	STA	RoW Preparation along the Project Route	200.00	8,600.00	2,000.00	86,000.00	1,950.00	83,850.00	920.00	39,560.00	2,500.00	107,500.00
3	100%	LS	Provide Video DVD of the Project Area Prior to & After Construction	800.00	800.00	1,000.00	1,000.00	4,200.00	4,200.00	6,900.00	6,900.00	2,500.00	2,500.00
4	100%	LS	Submit Trench Safety Plan prepared & signed by PE, in Conformance with State Law & OSHA	2,500.00	2,500.00	3,000.00	3,000.00	1,300.00	1,300.00	1,725.00	1,725.00	1,500.00	1,500.00
5	7	MO	Implementation of Traffic Control Plan. Plan is to be prepared & signed by PE Licensed in the State of Texas	2,500.00	17,500.00	1,250.00	8,750.00	1,700.00	11,900.00	5,750.00	40,250.00	4,000.00	28,000.00
6	100%	LS	Prepare Stormwater Pollution Prevention Plan, Including Submission to & Receiving Permits from TCEQ	2,000.00	2,000.00	3,000.00	3,000.00	1,200.00	1,200.00	5,750.00	5,750.00	1,200.00	1,200.00
7	650	LF	Furnish, Install & Remove Tree Protection Fence	10.00	6,500.00	3.50	2,275.00	4.50	2,925.00	11.50	7,475.00	6.00	3,900.00
8	1	EA	Furnish, Install & Remove Temporary Construction Entrance	900.00	900.00	1,500.00	1,500.00	3,000.00	3,000.00	2,300.00	2,300.00	1,100.00	1,100.00
9	2,250	LF	Furnish, Install, Maintain & Remove Silt Fence as required in the Stormwater Pollution Prevention Plan	4.00	9,000.00	2.50	5,625.00	2.10	4,725.00	3.16	7,110.00	3.00	6,750.00
10	85	LF	Furnish, Install, Maintain & Remove Rock Berm as required in the Stormwater Pollution Prevention Plan	40.00	3,400.00	50.00	4,250.00	92.00	7,820.00	46.00	3,910.00	35.00	2,975.00
11	4,275	LF	Implement & Follow Trench Safety Plan (Pipe)	2.00	8,550.00	4.00	17,100.00	2.00	8,550.00	2.30	9,832.50	3.00	12,825.00
12	600	SF	Implement & Follow Trench Safety Plan (Bore Pit)	4.00	2,400.00	15.00	9,000.00	4.60	2,760.00	5.75	3,450.00	40.00	24,000.00
13	4,275	LF	24" Diameter Ductile Iron Pipe Water Line	187.00	799,425.00	175.00	748,125.00	186.00	795,150.00	191.81	819,987.75	195.00	833,625.00
14	3	EA	Connect to Existing 24" Diameter Water Line	5,500.00	16,500.00	15,000.00	45,000.00	3,400.00	10,200.00	11,246.87	33,740.61	7,500.00	22,500.00
15	1	EA	16" Diameter Wet Tap with 16" Gate Valve	16,000.00	16,000.00	15,000.00	15,000.00	22,700.00	22,700.00	25,571.31	25,571.31	22,000.00	22,000.00
16	1	EA	24" x 16" Reducer	1,500.00	1,500.00	5,000.00	5,000.00	2,700.00	2,700.00	2,175.94	2,175.94	2,500.00	2,500.00
17	1	EA	Connect to Existing 16" Diameter Water Line	1,200.00	1,200.00	10,000.00	10,000.00	11,800.00	11,800.00	6,900.00	6,900.00	4,500.00	4,500.00
18	2	EA	Air Release Valve Assembly, Including Vault	5,400.00	10,800.00	5,000.00	10,000.00	7,500.00	15,000.00	9,109.05	18,218.10	4,500.00	9,000.00
19	120	LF	36" Diameter Steel Encasement by Bore	650.00	78,000.00	1,000.00	120,000.00	630.00	75,600.00	759.38	91,125.60	650.00	78,000.00
20	12	EA	Restrained 11 -1/4° Bends, 24" Diameter, Including Mechanical Joint Restraints & Thrust Blocking	2,000.00	24,000.00	2,500.00	30,000.00	2,300.00	27,600.00	3,740.63	44,887.56	1,800.00	21,600.00
21	10	EA	Restrained 45° Bends, 24" Diameter, Including Mechanical Joint Restraints & Thrust Blocking	2,300.00	23,000.00	2,500.00	25,000.00	2,400.00	24,000.00	3,771.38	37,713.80	4,500.00	45,000.00
22	7	EA	Standard Fire Hydrant Assembly	6,800.00	47,600.00	6,500.00	45,500.00	7,400.00	51,800.00	6,330.45	44,313.15	4,800.00	33,600.00
23	150	LF	Abandon Existing 24" Diameter Ductile Iron Pipe Water Line	450.00	67,500.00	20.00	3,000.00	15.00	2,250.00	40.25	6,037.50	110.00	16,500.00
24	50	SY	Remove & Replace Existing Large Diameter Rock Rip Rap	40.00	2,000.00	100.00	5,000.00	42.00	2,100.00	57.50	2,875.00	85.00	4,250.00
25	15	LF	Remove & Replace 36" RCP	150.00	2,250.00	50.00	750.00	160.00	2,400.00	202.04	3,030.60	200.00	3,000.00
26	1	EA	Remove & Replace SET for 36" RCP	5,500.00	5,500.00	2,500.00	2,500.00	3,300.00	3,300.00	3,450.00	3,450.00	2,800.00	2,800.00
27	6	EA	Georgetown Utility System (GUS) Signage	500.00	3,000.00	500.00	3,000.00	530.00	3,180.00	172.50	1,035.00	650.00	3,900.00
28	10,000	SY	Furnish & Install Hydro Mulch Seeding with Flexible Growth Media (Flexterra) For Permanent Erosion Control, Including water to establish & sustain growth	1.00	10,000.00	2.00	20,000.00	3.50	35,000.00	1.73	17,300.00	6.00	60,000.00
29	100%	LS	Furnish All Materials, Equipment, Tools & Labor Necessary for Pressure Testing Water Pipe, Including Any Necessary Repairs	1,000.00	1,000.00	5,000.00	5,000.00	34,000.00	34,000.00	5,175.00	5,175.00	6,500.00	6,500.00
30	100%	LS	City of Georgetown Force Account	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
TOTAL BASE BID (Items 1 - 30)					\$ 1,326,425.00		\$ 1,337,875.00		\$ 1,416,010.00		\$ 1,460,799.42		\$ 1,531,525.00

Did Bidder Acknowledge Addendums No. 1 - No. 2?	YES	YES	YES	YES	YES
Did Bidder provide Section #00400?	YES	YES	YES	YES	YES
Did Bidder provide Section #00410?	YES	YES	YES	YES	YES

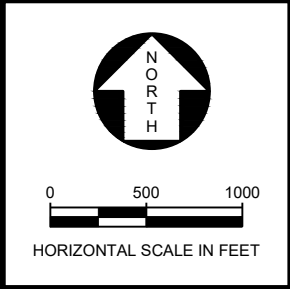
I hereby certify that this is a correct & true tabulation of all bids received


Alvin R. Sutton, III, P.E., CFM
Kasberg, Patrick & Associates, LP



October 19, 2020
Date

* Extended amount has been corrected
** Total amount has been corrected



29
TEXAS

CONNECT PROPOSED 24" WATERLINE
TO EXISTING 24" WATERLINE

PROPOSED
24" WATERLINE

CONNECT PROPOSED 24" WATERLINE
TO EXISTING 16" WATERLINE



EST. 1848
GEORGETOWN
TEXAS

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

SOUTHWEST BYPASS
WATERLINE IMPROVEMENTS PROJECT

EXHIBIT C

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

SUBJECT:

Forwarded from the Georgetown Water Utility Board (GWUAB):

Consideration and possible action to approve **Task Order CDM-21-003** with **CDM Smith, Inc.** for **professional services** related to the **Southside Water Treatment Plant (WTP) Pilot Study and Improvements** in the amount of **\$981,350.00** -- Wesley Wright, P.E., Systems Engineering Director

ITEM SUMMARY:

The Southside WTP is a 3 million gallon per day water treatment facility that utilizes membrane filters to treat treat well water before distributed to customers. The membrane filters frequently have to be cleaned, rebuilt, and are quickly reaching the end of their useful life. Operations staff have purchased all available replacement filters on the market, but now none are available. The existing filters are outdated, obsolete and can no longer be repaired or replaced. Therefore, new filter racks and filters with an up to date product that can be repaired or replaced must be installed.

Before such an improvement can be fully implemented, the Texas Commission on Environmental Quality (TCEQ) requires a "pilot study" to be completed to prove the new filter's effectiveness and appropriateness.

The work to be performed by the Engineer in this task order includes the execution of the TCEQ-approved pilot study, WTP facility ground improvement design, membrane replacement design services, and bidding/construction phases. The work will be constructed in two separate construction contracts: WTP Ground Improvements and WTP Membrane Replacement.

The Pilot Study to be performed is a result of a previous task order in which CDM Smith prepared a pilot plant protocol that was approved by TCEQ. This project includes the execution of the TCEQ-approved membrane pilot study protocol and preparation of a pilot study report to be submitted to TCEQ for review and approval. Upon approval by TCEQ design of the new membrane process improvement facilities will be designed and issued for public bidding.

CDM Smith has successfully provide support for numerous water treatment plant initiatives throughout the city. Their familiarity with this facility and our water operations make them the most qualified engineering firm to assist with this project.

STAFF RECOMMENDATIONS:

Staff recommends approval of Task Order CDM-21-003 with CDM Smith, Inc. professional services related to the Southside WTP Pilot Study and Improvements in the amount of \$981,350.00

BOARD RECOMMENDATION:

This item was recommended for approval at Council by the Georgetown Water Utility Advisory Board meeting November 12, 2020 4-0-0-1 (Fought, Glab, Morrison and Macmurdo approved, Garner recused with Conflict of Interest; affidavit filed).

FINANCIAL IMPACT:

Funds for this expenditure are available in the Water CIP Budget.

SUBMITTED BY:

Chris Pousson, Project Manager

ATTACHMENTS:

CDM-21-003-TO

TASK ORDER

Task Order No. CDM-21-003-TO,
consisting of 17 pages.

Task Order

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

1. Specific Project Data

A. Title: Southside WTP Improvements

Description: Pilot Study, Preliminary and Final Design, Bidding and Construction Services for the Southside Water Treatment Plant (SSWTP) facility improvements. The project includes the execution of the TCEQ-approved pilot study, WTP facility ground improvement design and bidding services, membrane replacement design services, and bid and construction phases. The work will be constructed in two separate construction contracts: WTP Ground Improvements and WTP Membrane Replacement.

C. City of Georgetown Project Number: _____

D. City of Georgetown Cost Center, Fund, Spend Category: _____

E. City of Georgetown Purchase Order No.: _____

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

TASK ORDER

2. Services of Engineer

CITY OF GEORGETOWN, TEXAS SOUTHSIDE WATER TREATMENT PLANT IMPROVEMENTS SCOPE OF WORK

BACKGROUND

The Georgetown Southside Water Treatment Plant (WTP) located at 2700 South Austin Avenue, Georgetown, Texas currently treats groundwater under the influence of surface water using membrane filtration. The Aquasource ultrafiltration membrane system was installed in 2001 and is designed to use membrane modules which are currently not available on the market. The City's supply of replacement modules is limited. Therefore, the City needs to replace the existing membrane filtration system with new membranes that meet the plants needs for the future. It is recommended to continue with the current direct membrane filtration process, utilizing ultrafiltration membrane units. It is further recommended to use universal skids that will allow different membrane manufacturers to supply membranes that fit within the system in the future.

A membrane pilot study must be conducted for approval by the Texas Commission on Environmental Quality (TCEQ) prior to designing, constructing and implementing the new membrane process improvements. In previous Task Order No. CDM-10-05-TO, CDM Smith prepared a pilot plant protocol that was approved by TCEQ. This project includes the execution of the TCEQ-approved membrane pilot study protocol and preparation of a pilot study report to be submitted to TCEQ for review and approval. Upon approval by TCEQ design of the new membrane process improvement facilities will be designed and issued for public bidding.

This scope of work includes engineering services associated with the preliminary and final design for the WTP membrane process improvements at the Southside WTP. The scope of work also includes services during the bidding and construction phases of these facilities.

This scope of work also includes the design of ground improvements at the Southside WTP including the development of contract documents for public bidding and provide engineering support throughout bidding and construction associated with the proposed ground improvement project at the water treatment plant. The purpose of the ground improvement bid package is to performance-specify compaction grouting stabilization to raise the ground at the Clearwell and stabilize the existing ground under and around the Membrane Process Facility and High-Service Pump Station.

The membrane process improvements project and ground improvements projects will be designed and issued for public bid as separate standalone construction projects. The Southside WTP membrane process improvements will be designed and packaged as one single set of construction documents. The Southside WTP ground improvements will be designed and packaged as a second separate set of construction documents. The work will be constructed in two separate construction contracts.

TASK ORDER

SCOPE OF SERVICES

ENGINEER shall provide for OWNER the following specific Services:

Task 1 – Pilot Study and Report

Under Phase 1, ENGINEER will perform pilot testing to determine the design criteria required to design a full-scale ultrafiltration system. Pilot testing will be performed with the OWNER and be in accordance with the Pilot Test Protocol Ultrafiltration Membrane Filtration dated November 12, 2019 and TCEQ's letter dated February 27, 2020 granting the exception to conduct the pilot study. The skid-based pilot system will be rented for up to four months and be used to simultaneously test three different membranes for an estimated duration of 7 to 10 total weeks. The following tasks will be performed as part of Task 1.

1.0 General Tasks

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

Deliverables: Monthly invoices and status reports (electronic copies)

Task 1.0.2 – Weekly Meetings. During the active pilot study, ENGINEER will attend weekly project progress meetings with the OWNER staff to review weekly pilot study performance, discuss aspects of the pilot study, project schedule, and upcoming issues, and collect data. These meetings will be on-site and generally be about two to three hours in duration at the WTP and are not intended to be formal presentations. The appropriate ENGINEER team members will attend the pilot study meetings with OWNER staff to discuss pertinent issues. Ten (10) pilot study progress meetings are planned for this phase of the project.

Deliverables: Meeting agenda and meeting summaries (electronic copies)

1.1 Pilot Study Support Tasks

Task 1.1.1 – Ultrafiltration Pilot System Rental and Support. ENGINEER will provide the materials and equipment to conduct the pilot study at the Southside WTP. ENGINEER will rent a Fiberflex Universal Membrane Ultrafiltration Pilot System capable of demonstrating the capabilities of three separate pressurized membrane filtration products. The pilot system will be rented from H2O Innovation Inc. for up to four (4) months and include the three membranes identified in the pilot study protocol. The pilot study will include the following stages:

The pilot system manufacturer shall provide the following on-site support services to the ENGINEER and OWNER:

- Pilot Installation Support Services – three days of on-site pilot system installation assistance.
- Commissioning/Start-Up Assistance and Training – five days of on-site services and training during pilot study commissioning/start-up.
- Acid and Hypochlorite CIP Support – three days of on-site support during CIP of all three modules at the end of Phase 1 Testing.

TASK ORDER

- Pilot System Data Report – the manufacturer shall produce a pilot report with the data and results of the pilot study for ENGINEER's review, approval and to be used as part of the ENGINEER's pilot study report to the TCEQ.

Deliverables: Pilot Study Data Output

Task 1.1.2 – Contractor Support for Mobilization, Installation, and Removal of Pilot System. ENGINEER will obtain the services of a SUBCONTRACTOR to provide construction-related labor, materials, and equipment support of the pilot study. The SUBCONTRACTOR will receive the Fiberflex Universal UF Pilot system at the Southside WTP, provide safe storage, uncrate and move the unit to the designated location within the space provided at the WTP. The SUBCONTRACTOR will complete the pilot system installation and associated piping work including required electrical wiring by a qualified electrician to connect to the City-provided 480V/3-phase/60Hz 80A power source. At the end of the pilot study, the SUBCONTRACTOR shall remobilize and perform pilot system decommissioning, disassemble and remove all electrical and piping connections, remove the pilot system from the facility and re-crate it for shipping back to the pilot system owner. SUBCONTRACTOR shall also obtain insurance for the pilot skid rental for a total value of \$300,000 as required by the pilot skid manufacturer.

Deliverables: None

Task 1.1.3 – Pilot Study Sampling and Analysis Plan. ENGINEER shall prepare a sampling and analysis plan and manage the data monitoring and analysis throughout the pilot study.

Deliverables: Pilot Study Sampling and Analysis Plan and data management plan

1.2 Pilot Study Report Tasks

Task 1.2.1 – Pilot Study Draft Report. ENGINEER shall prepare a pilot study report (the "Report") which will contain the statement of OWNER's requirements for the Project and, as appropriate, will contain document the outcome of the pilot study and include, as needed, schematic layouts, sketches and recommendations to indicate the considerations involved and those solutions available to OWNER which ENGINEER recommends. ENGINEER shall furnish the Draft Report to and review it with OWNER.

Deliverables: Pilot Study Draft Report (electronic copies)

Task 1.2.2 – Report Review Meetings. A review meeting with OWNER's staff will be conducted for the Draft Pilot Study report. This meeting will be held approximately one to two weeks following submittal of the Draft Pilot Study Report for review. The review meeting will be approximately 4 hours. Following their review, OWNER's staff will provide written comments to ENGINEER. ENGINEER will provide written responses to these questions.

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

Task 1.2.3 – Pilot Study Final Report. Revise the Report in response to OWNER's comments, as appropriate, and furnish final copies of the Report in the number set forth herein. ENGINEER shall submit

TASK ORDER

the Final Report to TCEQ on behalf of the OWNER. ENGINEER shall respond to comments or questions in response to TCEQ written comments.

Deliverables: Pilot Study Final Report (electronic and one hard copy and submittal to TCEQ)

Task 2 – Ground Improvements Project – Preparation of Contract Documents

ENGINEER will develop contract documents for bidding and construction of the of the proposed ground improvements project at the Southside WTP. The purpose of the ground improvement draft construction bid package is to performance-specify compaction grouting stabilization to raise/stabilize various structures at the plant, including the Clearwell, Membrane Process Facility and High-Service Pump Station.

2.0 General Tasks

Task 2.0.1 – Project Management. ENGINEER will perform project management duties through the Phase 2 project, including tracking budget and schedule, producing monthly status reports and invoicing.

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

Task 2.0.2 – Project Meetings. Project progress meetings will be held during Phase 2 with the OWNER's staff to discuss aspects of the project presently underway, project schedule, and upcoming issues. These meetings will generally be about two to three hours in duration and are not intended to be formal presentations. The appropriate ENGINEER team members shall attend the meetings to discuss pertinent issues. Two progress meetings are planned for this phase of the project.

Deliverables: Meeting agenda and summaries (electronic copies)

Task 2.0.3 – Quality Assurance/Quality Control. The 60% internal draft plans and specifications will be submitted to the ENGINEER Technical Review Committee (TRC) for review. The review will include process and technical feasibility, constructability, discipline coordination, and plans and specification coordination. The 90% complete plans and specifications will be submitted to senior level staff for a "red-yellow-green" quality check to ensure coordination and constructability.

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

Task 2.0.4 – Prepare Bid Contract Documents. ENGINEER will prepare basic documents related to a construction contract for review and approval by the Owner (and the Owner's legal and other advisors). These may include contract agreement forms, general conditions and supplementary conditions, invitations to bid, instructions to bidders, insurance and bonding requirements, and preparation of other contract-related documents.

ENGINEER will prepare contract documents and prepare final, bid-ready construction plans and Technical Specifications which are stamped and signed by the responsible engineer. The ground improvements will be based on the recommended compaction grouting approach as discussed at the June 21, 2019 "Plant Settlement and Mitigation" meeting with the Owner, ENGINEER, and Hayward Baker. ENGINEER shall prepare geotechnical technical specifications based on a performance-specify approach for a qualified construction contractor to design and implement a compaction grouting stabilization process to raise the

TASK ORDER

ground under the Clearwell and stabilize the ground under the Membrane Process Facility and High-Service Pump Station.

Deliverables: Construction Contract Documents that includes Technical Specifications and Drawings (electronic copies)

Task 3 - Final Design

ENGINEER will develop contract documents for bidding and construction of the Southside WTP Membrane Improvements projects.

3.0 General Tasks

Task 3.0.1 – Project Management. ENGINEER will perform project management duties through the Final Design Phase, including tracking budget and schedule, producing monthly status reports and invoicing.

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

Task 3.0.2 – Project Meetings. Project progress meetings will be held during the course of the Final Design Phase with the OWNER's staff to discuss aspects of the project presently underway, project schedule, and upcoming issues. These meetings will generally be about two to three hours in duration and are not intended to be formal presentations. The appropriate ENGINEER team members shall attend the meetings to discuss pertinent issues. Eight progress meetings are planned for this phase of the project.

Deliverables: Meeting agenda and summaries (electronic copies)

Task 3.0.3 – Quality Assurance/Quality Control. The 60% complete plans and specifications will be submitted to the ENGINEER Technical Review Committee (TRC) for review. The review will include process and technical feasibility, constructability, discipline coordination, and plans and specification coordination. The 90% complete plans and specifications will be submitted to senior level staff for a "red-yellow-green" quality check to ensure coordination and constructability.

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

Task 3.0.4 – Review Meetings. Review meetings with OWNER staff will be conducted for the 30%, 60%, and 90% submittals. These meetings will be held approximately two weeks following submittal of the documents to provide time for review. It is anticipated that review meetings, approximately 4 hours each, will be conducted at the 30%, 60%, and 90% completion submittal milestones. Following their review, OWNER staff will provide written comments to ENGINEER. ENGINEER will provide written responses to these questions.

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

3.1 Regulatory and Permitting Tasks

TASK ORDER

Task 3.1.1 – TCEQ Coordination. ENGINEER will review documents for compliance with TCEQ rules and regulations. ENGINEER will meet with the Texas Commission on Environmental Quality (TCEQ) in Austin to review specific critical design items for the Southside WTP Membrane Improvements project to promote timely review and approval. ENGINEER will submit the final design drawings and summary of the proposed improvements at the 100% complete plans and specifications to TCEQ for review. Upon receipt of plan review comments, ENGINEER will respond in writing and make necessary changes to the contract documents.

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

Task 3.1.2 – Miscellaneous Permits. ENGINEER will prepare applications for miscellaneous permits required for construction of the Southside WTP Membrane Improvements, including those required for County and State agencies.

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

Task 3.1.3 – Stormwater Pollution Prevention Plan (SWPPP). ENGINEER will prepare a SWPPP for the Ground Improvements project to be used by the Contractors during construction of the two projects.

Deliverables: SWPPPs

3.2 Southside Water Treatment Plant Membrane Improvements Design

The design services for the Southside WTP Membrane Improvements Design include those tasks necessary to replace the existing ultrafiltration membranes and skids that are reaching the end of their lifecycle. The membrane replacement project will implement the results of the pilot study performed under Phase 1 to determine the recommended membrane modules and determine optimal operating parameters for the membrane unit and clean-in-place (CIP) procedure.

The water treatment plant design will include the following items:

- Universal skid ultrafiltration membrane system replacement facilities and piping modifications
- Revised clean-in-place system and chemical feed pump replacement
- Backwash water pump replacement and piping modifications
- Air supply system replacement
- Electrical modifications for new membrane facilities and equipment
- I&C/SCADA modifications for new membrane facilities and equipment

No changes are proposed at the existing permitted sodium hypochlorite chemical storage tanks and containment system. No additional exterior chemical storage and containment areas are planned for this project.

This project will modify the existing interior features of the WTP facility for membrane and related equipment replacement and does not include modifications to any areas outside of the membrane building; site civil modifications or yard piping; plant roadways and sidewalks; site grading and drainage;

TASK ORDER

landscaping; plant electrical power supply system; or HVAC or plumbing.

Task 3.2.1 – 30% Preliminary Design Drawings. ENGINEER shall prepare 30% drawings consisting mainly of process mechanical drawing that show the project scope, design criteria, and extent of the membrane replacement project. The 30% drawings will include all plant design criteria and show the proposed replacement of major equipment and electrical loads. The 30% drawings will include site plan, yard piping modifications (if any), layouts of replacement equipment within the existing WTP building, and process mechanical drawings. The 30% drawings will be used to complete the detailed final design.

Deliverables: 30% Process Mechanical drawings (five hard copies of drawings and electronic copies)

Task 3.2.2 – Preliminary Project Cost Estimates. ENGINEER will develop preliminary opinion of probable construction cost for the membrane replacement project. A memorandum will be prepared documenting the cost estimating assumptions and cost summaries.

Deliverables: 30% Opinion of Probable Cost

Task 3.2.3 – 60% Plans and Specifications. The plans and specifications for the Southside WTP Membrane Improvements project will be completed to a 60% level and submitted to OWNER for review and comment. ENGINEER will use General Conditions approved by the OWNER and modify as necessary in Supplementary Conditions to fit this project. Documents shall include General and Special Conditions, Bid Proposal Forms, Instructions to Bidders, and all other sections generally considered to be necessary for solicitation of bids. The 60% review documents for the project shall be defined and consist of the minimum level of completion by the following disciplines:

- General/Standard Sheets - 70%
- Process Mechanical - 70%
- Structural - 60%
- Instrumentation & Control - 70%
- Electrical - 50%
- Specifications - 40%

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

Task 3.2.4 – 90% Plans and Specifications. The plans and specifications for the Southside WTP Membrane Improvements project will be completed to a 90% level and submitted to OWNER for review and comment. The 90% review documents for the project shall be defined and consist of the minimum level of completion by the following disciplines:

- General/Standard Sheets - 95%
- Mechanical - 95%
- Structural - 90%
- Instrumentation & Control - 90%

TASK ORDER

- Electrical - 90%
- Specifications - 90%

Deliverables: Electronic copy and five hard copies of half-size plans and specifications (90% Complete)

Task 3.2.5 – Final Plans and Specifications. The plans and specifications for the Southside WTP Membrane Improvements and the Ground Improvements will be finalized based on comments from OWNER and ENGINEER reviewers. ENGINEER will seal and sign the completed documents. ENGINEER will provide five sets of 100% sealed documents to OWNER for final review. These documents will also be submitted to TCEQ, and other agencies for review/approval per Tasks 3.1.1 and 3.1.2. ENGINEER shall update plans and specifications with any final comments prior to bidding.

Deliverables: Electronic copy and five sets of final documents

Task 3.2.6 – Cost Estimates. ENGINEER will prepare opinions of probable construction cost for the Southside WTP Membrane Improvements construction project based upon 90% complete documents.

Deliverables: Opinions of Probable Construction Cost (90% submittal)

Task 4 - Bidding Phases

After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Design Phase documentation (including the most recent Opinion of Probable Construction Cost), and upon written authorization to proceed, ENGINEER shall perform bidding services as presented in the Phase 4 tasks below. The Bidding Phase is assumed to last for three months.

4.0 General Tasks

Task 4.01 – Project Management. Engineer will perform project management duties, like those in previous phases, throughout the Bidding Phase of the project.

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

4.1 Bidding Tasks

Task 4.1.1 – Advertisement and Document Distribution. Engineer will prepare Advertisement for Bid for use by the City in advertising the Southside WTP Membrane Improvements and Ground Improvements projects. Engineer will reproduce and distribute contract documents to prospective bidders and vendors and maintain a log of distribution for the Southside WTP Membrane Improvements project and the Ground Improvements projects. Engineer will provide 100 sets of half-size drawings and specifications for the Southside WTP Membrane Improvements project and 20 sets of half-size drawings and specifications for the Ground Improvements project for distribution. In addition, Engineer will provide 20 sets of full-size drawings for both projects for distribution. Ten of these sets will be for Contractor use. Engineer will submit documents to plan rooms. Engineer will maintain a list of plan holders for distribution.

TASK ORDER

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

Task 4.1.2 – Pre-Bid Conference. Engineer will attend the pre-bid conference for each of the two construction projects and answer, by written addenda, contractors' and suppliers' functional and technical questions during bidding phase.

Deliverables: Pre-bid meeting agenda and meeting minutes

Task 4.1.3 – Clarifications and Addenda. Engineer will provide clarifications and answer questions from prospective bidders and vendors during the bidding phase for each of the two construction projects. If necessary, such clarifications will be included in addenda.

Deliverables: Addenda

Task 4.1.4 – Bid Openings and Evaluation. Engineer will attend bid openings, review bids, and assist with recommendations of contract award for the two construction projects.

Deliverables: Bid tabulations and recommendations of award

Task 4.1.5 – Conformed Documents. Engineer will prepare conformed documents for the two construction projects, incorporating addenda items into the plans and specifications, and provide 20 sets of ½ size plans and specifications and 10 sets of full-size plans for use by City staff and Contractor during construction.

Deliverables: Conformed documents

Task 4.1.6 – Contract Documents. Engineer shall prepare eight sets of contract documents for each of the construction contracts, with appropriate bonds, insurance, contracts, and other forms, for contracts between the City and Contractor.

Deliverables: Construction contract documents

Task 5 – Construction Services

Under Phase 5 of the project, Engineer will provide general services during the construction of the Southside WTP Membrane Improvements and the Ground Improvements projects.

5.0 General Tasks

Task 5.0.1 – Project Management. Engineer will perform project management duties, like those in previous phases, throughout the Construction Phase of the project.

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

Task 5.0.2 – Monthly Construction Meetings and Site Visits. Engineer will attend monthly construction progress meetings with City, and Contractor for the Southside WTP Membrane Improvements and Ground

TASK ORDER

Improvements projects. On the day of monthly construction meetings, Engineer will perform a site inspection to generally observe the progress and quality of various aspects of the construction contractors' work for the project. Engineer will also participate in substantial completion and final completion inspections. Engineer will provide, on average, one person per meeting over a 9-month active construction period for the Southside WTP Membrane Improvements and 4-month active construction period for the Ground Improvements project. It is assumed that these meetings and site inspections will last a total of four hours each, including pre and post meetings at the site.

Deliverables: Meeting agenda and summaries (electronic copies)

5.1 Submittal Review Tasks

Task 5.1.1 – Submittal Log. Engineer will log-in, track, and distribute submittals to the various disciplines and subconsultants.

Deliverables: None

Task 5.1.2 – Shop Drawings. Engineer will perform technical and functional review of all shop drawings and other submittals. The engineering fee is based on estimates of up to 70 shop drawings (total of initial and resubmittals) being submitted for the Southside WTP Membrane Improvements project and 5 shop drawings (total of initial and resubmittal) for the Ground Improvements project.

Deliverables: Shop drawing review comments (electronic copies)

Task 5.1.3 – RFIs. Engineer will respond to all RFIs submitted by the contractor and subcontractors. The engineering fee is based on estimates of 20 RFIs being submitted for the Southside WTP Membrane Improvements project and 2 RFIs for the Ground Improvements project.

Deliverables: RFI responses (electronic copies)

Task 5.1.4 – Change Order Requests. Engineer will review and comment on all Change Order requests and initiate Change Order requests when appropriate. It is estimated that 3 Change Order Requests will be submitted for the Southside WTP Membrane Improvements project and 1 Change Order Requests for the Ground Improvements project.

Deliverables: Change request documents (electronic copies)

Task 5.1.5 – Record Drawings. Engineer will prepare Record Drawings for the two construction projects based on Contractor's red-line markups of the conformed field plans. The Record Drawings will be produced with AutoCAD. The Record Drawings will be delivered to the City in electronic and hard copy format.

Deliverables: Electronic and five hard copies of Record Drawings

5.2 Testing Tasks

Task 5.2.1 – Instrumentation and Control Testing. Engineer will provide instrumentation and control

TASK ORDER

system coordination and testing during construction of the Southside WTP Membrane Improvements project. Testing will include 2 days for Witness Factory Tests, 2 days for Functional Demonstration Tests, and 2 days for I&C assistance during construction.

Deliverables: Documentation memoranda for approved tests (electronic copies)

3. Owner's Responsibilities

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

1. Designate a person to act as City's representative with respect to the services to be performed or furnished by the Professional. This representative will have authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to Professional's services.
2. Provide all criteria and full information as to City's requirements for the project, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which City will require to be included in the Project Drawings and Specifications.
3. Assist Professional by placing all available information pertinent to the Project, including previous reports and any other data relative to the design or construction of the Project at the Professional's disposal.
4. Assist Professional with the execution of the Pilot Study as described in Phase 1 as described in the Pilot Study Protocol Ultrafiltration Membrane Filtration dated November 12, 2019 and as approved by TCEQ in their letter dated February 27, 2020. Owner shall perform the day-to-day operation of the pilot and collect and pay for sampling and laboratory analysis of water samples collected throughout the pilot study.
5. Furnish to Professional, as requested for performance of basic services or as required by the Contract Documents, the following:
 - a) Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site;
 - b) The services of an independent testing laboratory to perform all inspections, test and approvals of samples, materials and equipment;
 - c) Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;
 - d) Arrange for access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform services under this Task Order;
 - e) Examine all alternate solutions, studies, reports, sketches, proposals and other documents presented by Professional;

TASK ORDER

- f) Provide such accounting, bond and financial advisory, independent cost estimating and insurance counseling services and such legal services as City may require or Professional may reasonably request with regard to legal issues pertaining to the Project;
- g) Provide labor and safety equipment to open electrical/instrumentation cabinets, open and protect manholes and/or to operate valves and hydrants as required by the Professional; and
- h) Give prompt notice to Professional whenever City observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of Professional's services, or any defect or nonconformance in Professional's services in the work of any Contractor.

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
Pilot Study and Report	180 days following Notice to Proceed
Ground Improvements Contract Documents	180 days following Notice to Proceed
Membrane Improvements Final Design	270 days following Completion of Pilot Study Report
Bidding (Two Projects)	90 days following approval of the bid documents
Construction (Two Projects)	To be Concurrent with the Construction Schedule

5. Payments to Engineer

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

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

BASIC SERVICES

Ground Improvements Project		Lump Sum	
Engineering Services		\$	65,750
Bidding		\$	17,600
Construction Phase Services		\$	59,000
Total Basic Service	(Lump Sum)		\$142,350
Membrane Improvements Project		Billing Rate	
Final Design		\$	394,000
Bidding		\$	29,500
Construction Services		\$	187,000
Total Basic Services	(Billing Rate)	\$	610,500

TASK ORDER

SPECIAL SERVICES

Pilot Study and Report	Lump Sum	
Engineering Services		\$ 69,500
Pilot System Rental and Support		\$ 99,000
<u>Contractor Support Services</u>		<u>\$ 60,000</u>
Total Special Services	(Lump Sum)	\$ 228,500
TOTAL CONTRACT VALUE		\$ 981,350

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:**

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

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

8. **Attachments:**

Billing Rate Schedule

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

TASK ORDER

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

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

OWNER:

ENGINEER:

By: _____

By: 

Name: Dale Ross

Name: Allen Woelke, P.E.

Title: Mayor

Title: Vice President

Engineer License or Firm's
Certificate No. F-3043

State of: Texas

Date: _____

Date: 4 November 2020

APPROVED AS TO FORM:

City Attorney

TASK ORDER

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Michael Hallmark

Title: CIP Manager

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

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

Phone: 512-930-3569

Fax: _____

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Allen Woelke

Title: Vice President

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

E-Mail
Address: woelkead@cdmsmith.com

Phone: 512-346-1100

Fax: 512-345-1483

TASK ORDER

Billing Rate Schedule

Personnel Category	Billing Rate (\$/hr)
<u>CDM Smith</u>	
Engineer 10	295
Engineer 9	280
Engineer 8	240
Engineer 7	220
Engineer 6	200
Engineer 5	180
Engineer 4	160
Engineer 3	140
Project Engineer 1/2	130
Senior Technician/CADD	135
Drafter	115
Senior Administration	110
Contract Administration	100
Long Term On Site Rep	120

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

SUBJECT:

Forwarded from the Georgetown Water Utility Board (GWUAB):

Consideration and possible action to approve **Task Order CDM-21-002** to **CDM Smith** of Austin, Texas in the amount of **\$799,325.00** for **professional engineering services** related to the **expansion** of the **Cimarron Hills Wastewater Treatment Plant** -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:

In 2019, the City entered into an updated development agreement with the Oaks at San Gabriel. Among other things, that agreement dictated the terms by which wastewater service would be provided to the development.

To date, the development has been served by the existing Cimarron Hills Wastewater Treatment Plant. However, in order to continue to serve both the existing and future Oaks at San Gabriel homes, the Cimarron Hills Wastewater Treatment Plant must be expanded.

The development agreement has certain triggers that both the city and the developer must meet in order to allow development to continue. The first trigger was for the developer to provide a cash "design deposit" of \$600,000 for the plant expansion, which has occurred. The next trigger is for the city to commence design of the expanded plant on or before the end of March 2021.

The developer is responsible for all costs associated with the plant expansion and the agreement clearly outlines payment due dates.

CDM Smith has assisted the city with multiple wastewater treatment plant designs including improvements and expansions. They are intimately familiar with our facilities and operations. CDM Smith has repeatedly proven to be extremely capable and qualified to support the city from permitting, design, and ultimately through construction on such critical infrastructure.

STAFF RECOMMENDATION:

Awarding this Task Order for the expansion of the Cimarron Hills Wastewater Treatment Plant to CDM Smith.

BOARD RECOMMENDATION:

This item was unanimously approved by the Georgetown Water Utility Advisory Board for Council approval at the November 12, 2020 Georgetown Water Utility Advisory Board meeting.

FINANCIAL IMPACT:

Funds are available in the FY21 Wastewater Capital Improvement Budget, and ultimately, entirely reimbursable by the developer.

To date the developer has deposited \$600,000. The bulk of the cost of this task order over \$600,000 is for construction phase services and reimbursable at a later date per the existing agreement.

SUBMITTED BY:

Wesley Wright, PE, Systems Engineering Director

ATTACHMENTS:

Cimarron Hills WWTP Task Order - Partially Executed
Cimarron Hills Aerial View

TASK ORDER

Task Order No. CDM-21-002-TO,
consisting of 26 pages.

Task Order

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

1. Specific Project Data

- A. Title: Cimarron Hills Treatment Plant Design
- B. Description: Professional Engineering Services including Preliminary Engineering, Final Design, Bidding Service, and Engineering Services During Construction services for the Cimarron Hills Wastewater Treatment Plant Expansion. The plant will be expanded from the current treatment capacity of 0.20 million gallons per day (MGD) to a treatment capacity of 0.46 MGD. The plant expansion will include a new treatment process train to match the existing process, including influent screening, influent pumping, conventional activated sludge with a secondary clarifier, chlorine disinfection, and aerobic sludge storage, located within the same structure; an aeration blower located in the existing blower building; cloth media filtration; effluent pumping; effluent holding pond with an associated effluent pipeline and pump station; and modifications to the existing sodium hypochlorite feed facilities; yard piping modifications and additions; and civil site improvements including paving and grading;
- 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: 2016-738-MSA

TASK ORDER

2. Services of Engineer

BACKGROUND

The project includes the expansion of the Georgetown Cimarron Hills Wastewater Treatment Plant (WWTP) at the current Cimarron Hills WWTP site in order to provide wastewater service for the Oaks at San Gabriel Subdivision. The expansion will increase the plant capacity by 0.26 million gallons per day (MGD), providing a total treatment plant capacity of 0.46 MGD. The plant expansion will include a second treatment process train consisting of influent screening, influent pumping, conventional activated sludge with a secondary clarifier, chlorine disinfection, and aerobic sludge storage, located within the same structure; an aeration blower located in the existing blower building; cloth media filtration; effluent pumping; modifications to the existing sodium hypochlorite feed facilities; yard piping modifications and additions; civil site improvements including paving and grading, access road with a low water crossing; and a new effluent holding pond (holding pond #2) and associated effluent pipeline connection, and pump station, located outside of the WWTP site, within the Oaks of San Gabriel Subdivision. The WWTP expansion will be designed to meet the 2018 Texas Commission on Environmental Quality (TCEQ) permit (WQ0014232001) effluent discharge requirements. The new process train will be similar in size and configuration, to the existing treatment processes. It is assumed that the existing influent sewer system, site drainage basin, hypochlorite storage tank, control room, and electrical service are capable of supporting the additional plant capacity.

This scope of work includes engineering services associated with the preliminary and final design of the Cimarron Hills WWTP Expansion discussed above. The scope of work also includes services during the bidding and construction of these facilities.

1. SCOPE OF SERVICES

The following scope of services for the project is organized under the following major phases:

- Phase 1: Project Management
- Phase 2: Preliminary Engineering
- Phase 3: Final Design
- Phase 4: Bidding Services
- Phase 5: Engineering Services During Construction

ENGINEER shall provide the following specific Services:

TASK ORDER

Phase 1 – Project Management

Objective:

The objective of this task is to provide project management for the ENGINEER's project team, including scheduling, cost control, document control, and progress and financial reporting, to facilitate successful performance as measured by quality, cost, and schedule.

Approach:

The work for this task will include preparing a work plan submittal and updates, progress monitoring, and reporting, staff oversight, and efficiency monitoring, scheduling, office administration, meetings, general correspondence, accounting, and invoicing. Regular contact with OWNER's project manager and supporting staff will be maintained to incorporate decisions and input regarding the direction of the project.

1.1 Project Coordination and Monitoring

ENGINEER will keep OWNER informed of relevant aspects of the Project; direct and coordinate the efforts of the ENGINEER Project Team members, review work progress; monitor scope, schedule, and budget; and prepare monthly progress reports and invoices. This subtask includes the following activities:

- Prepare a Project Management Plan for the management of the project and the ENGINEER's Project Team.
- Manage the Project Team: ENGINEER will provide management and oversight of the ENGINEER's Project Team. This task will also include the provision of administrative support in the ENGINEER's offices. The ENGINEER will review and monitor the project budget and progress on a weekly basis. The ENGINEER will allocate resources to meet project objectives based on this scope of work and will perform necessary project controls activities to accomplish day to day management of the work.
- Prepare Monthly Invoices: ENGINEER will maintain a Project accounting system to organize and track Project costs in accordance with the Agreement and the work breakdown structure (WBS). The ENGINEER will prepare and submit monthly invoices electronically to OWNER in accordance with the Agreement. The invoices will include a cover page, a budget summary table broken down by task, and an activity report that lists by task the worked performed for that month's billing.
- Prepare Monthly Progress Reports: A monthly project progress status activity report will be prepared by the ENGINEER to support the monthly invoice prepared and delivered to OWNER. The monthly progress report will include summaries of the ENGINEER work performed, level of completeness for each of the tasks, the status of data requests, updated schedule, items requiring resolution or decisions by OWNER, issues/concerns, and information needs. The ENGINEER will maintain an Action Item Log and Decision Log and will include updated documents with each monthly progress report.

TASK ORDER

1.2 Quality Management

ENGINEER will manage quality from project start through closeout and implement policies, procedures, and processes to produce project deliverables that meet OWNER and ENGINEER's quality management system requirements. ENGINEER will provide quality assurance and control services throughout the duration of the project. The ENGINEER will provide the services of senior-level staff persons with applicable experience to conduct technical reviews of project deliverables prior to submittal to OWNER. Project QA/QC reviews will be performed, and resulting edits incorporated, prior to submittal to OWNER. Deliverables are identified in each task in this scope of work.

1.3 Project Progress Meetings

Project progress meetings will be held during the course of the project with the OWNER's staff to discuss aspects of the project presently underway, project schedule, and upcoming issues. These meetings will generally be about two to three hours in duration and are not intended to be formal presentations. Up to two (2) ENGINEER team members will attend the meetings to discuss pertinent issues. Progress meetings are planned to occur monthly for the duration of the project.

Phase 1 Deliverables

- Project Management Plan
- Monthly Schedule Updates, Progress Reports, and Invoices
- Project Progress Meeting agendas and summaries

Phase 2 - Preliminary Engineering

Objective:

The objective of this task is to define the project requirements and prepare a Preliminary Engineering Report which will document the recommended project and will be the foundation for the design phase.

Approach:

ENGINEER will review the existing Cimarron Hills WWTP facilities and evaluate the improvements required to provide an additional 0.26 MGD of treatment capacity. The treatment process type and configuration will remain the same as the existing facilities. A Preliminary Engineering Report with 30% complete drawings will be prepared, documenting the plant expansion and providing a basis for final design. The following tasks will be performed as part of Phase 2.

2.1 Information Collection and Evaluation

Several items will be evaluated during the Preliminary Engineering Phase to determine the best means for implementation into the Final Design. ENGINEER will review findings for these evaluations with OWNER's staff (See Project Definition Workshop under Task 2.2) and, after an agreement is reached, incorporate agreed-upon changes within the Preliminary Design. A description of the evaluations and their findings will be included in the preliminary engineering report.

TASK ORDER

Kickoff Meeting. ENGINEER will facilitate a project Kickoff Meeting with OWNER to review and discuss the goal and objectives and approach to the work for the project. The meeting will be approximately four (4) hours and attend by two (2) members of the ENGINEER's team in person and one (1) member of the ENGINEER's team will attend via conference call.

Influent Flow and Loading. ENGINEER will review the available influent flow and wastewater characterizing data for the existing WWTP. ENGINEER will also review the projected influent flow from the Oaks of San Gabriel development. The combined influent flow and loading will be used to confirm the process sizing for the WWTP expansion.

Plant Hydraulics. ENGINEER will review the existing hydraulic profile for the WWTP and perform hydraulic evaluations and analyses for the new WWTP unit process. Hydraulic profiles will be developed through the plant processes, so that the structures and piping are sized to meet TCEQ requirements and to convey the wastewater flow through the treatment plant with the elevations set properly for minimum, average, and maximum day plant flows.

2.2 Preliminary Design

Preliminary Engineering Report. It is assumed that the existing conventional treatment process is currently meeting all water quality goals and treatment regulations. ENGINEER will develop the process/mechanical and civil design of the WWTP Expansion to provide sufficient definition of the plant site and facilities to document the required improvement need to provide 0.46 MGD of treatment capacity. Design criteria will be developed and/or updated for the wastewater treatment plant unit process, including pump stations, treatment basins, chemical feed facilities, and aeration equipment. Based on these design criteria, the unit processes will be sized, process and chemical equipment sized and selected, and the electrical load list developed. An overall process flow diagram for the plant facilities will be developed. A site plan drawing will be provided to include locations of structures and buildings, roadways and parking, site fencing, and other facilities.

ENGINEER will prepare a Preliminary Engineering Report (PER) for the Cimarron Hills WWTP Expansion project that will incorporate the work performed in Task 2.1. The PER will include all plant design criteria and the proposed list of major equipment, and electrical load list. The PER will serve as the guide for developing the detailed final design.

Preliminary Design (30% Design) ENGINEER will prepare 30% complete design drawings and prepare a specification table of contents for the Cimarron Hills WWTP Expansion project that will incorporate the work performed during Task 2.2 and items evaluated in Task 2.1. The 30% drawings will include: a site plan; yard piping plans; preliminary paving and grading plans; layouts of facilities, structures and buildings; process mechanical instrumentation diagrams (PMIDs); and I&C system architecture.

Preliminary Project Cost Estimate. ENGINEER will develop a budget level AACE Class V level opinion of Total Project Costs for the recommended project, which shall include the following: opinion of probable Construction Cost, allowances for contingencies including costs of design professional and related services based on information furnished by OWNER for allowances and other items and services included within

TASK ORDER

the definition of Total Project Costs. ENGINEER will prepare a Basis of Estimate narrative to accompany this cost estimate, explaining the cost estimating methodology and key assumptions.

Quality Assurance/Quality Control. The Preliminary Engineering Report and 30% Drawings will be submitted to the ENGINEER's Technical Review Committee (TRC) for review. The review will include process and technical feasibility, constructability, and discipline coordination.

Preliminary Design Review Meeting. A review meeting with OWNER's staff will be conducted for the Preliminary Engineering Report and 30% Design documents. This meeting will be held approximately one to two weeks following submittal of the Preliminary Engineering Report and 30% Design drawings to provide time for review. The review meeting will be approximately three (3) hours and attend by two (2) members of the ENGINEER's team in person and two (2) members of the ENGINEER's team will attend via conference call. Following their review, OWNER's staff will provide written comments to ENGINEER in a single document. ENGINEER will provide written responses to OWNER's comments.

Phase 2 Deliverables – To be submitted in electronic format:

- Draft Preliminary Engineering Report and 30% Drawings
- Final Preliminary Engineering Report and 30% Drawings
- 30% Opinion of Probable Cost and Basis of Estimate Narrative
- Preliminary Engineering Report and 30% Drawings response to review comments on (*.docx or *.xlsx file)
- Meeting/Workshop Agenda: One week prior to each workshop
- Draft Meeting/Workshop Slides and Handouts: Two business days prior to the workshop
- Meeting/Workshop Summary: One week following each workshop

Phase 3 - Final Design

Objective:

The objective of this phase is to provide design services to produce biddable construction drawings and specifications for the project.

Approach:

ENGINEER will develop contract documents for bidding and construction of the Cimarron Hills WWTP Expansion project. Construction documents will incorporate OWNER standard requirements, bid forms, General Conditions, and construction contracts, as appropriate. ENGINEER will prepare for incorporation in the Contract Documents final Drawings showing the scope, extent, and character of the work to be performed and furnished by the Contractor, and Specifications (which will be prepared, where appropriate, in general conformance with the 50-division standards of the Construction Specifications Institute). The final design will be based on the work developed in Phase 2 – Preliminary Engineering. For

TASK ORDER

the purpose of estimating the level of design effort, the following improvements are assumed to be included in the Final Design:

- New structures
 - Influent screen
 - Influent pump station
 - Process tank (aeration basin, secondary clarifier, chlorine contact, and aerobic sludge storage)
 - Tertiary filter/effluent pumping
 - Irrigation holding pond #2 (earthen basin with a liner)
- New equipment
 - Headworks screen
 - Influent pumps
 - Aeration systems
 - Aeration blower (one new blower in the existing building)
 - Secondary clarifier mechanism
 - RAS/WAS airlift pumps
 - Hypochlorite metering pump
 - Cloth media filters
 - Effluent pumps
 - Irrigation pumps at Holding Pond #2
- Associated electrical and I&C equipment, including provisions for additional standby power capacity. It is assumed that a new service will be provided for new loads via an outdoor motor control center.
- Site/Civil - WWTP
 - Yard piping for new processes
 - Water, drain, and chemical piping to connect to the existing system
 - Site grading as needed within the existing WWTP site
- Site/Civil – Holding Pond #2 and River Crossing (Work included under Phase 4 – Special Services)
 - Effluent pipeline from the WWTP to at Irrigation Holding Pond # 2
 - Open cut crossing across the San Gabriel River for the new effluent line to Holding Pond #2

TASK ORDER

- Low-water crossing for light-duty vehicles and staff across the San Gabriel River between the WWTP site and Holding Pond #2
- Site grading at Irrigation Holding Pond # 2

It is assumed the following facilities will not need modifications for the expanded plant capacity:

- Influent sewer system
- Site drainage basin
- Sodium hypochlorite storage tank
- Control room
- Existing electrical equipment

A preliminary list of drawings is included as an attachment to this task order.

3.1 60% Design

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

- General/Standard Sheets - 70%
- Process Mechanical - 70%
- Civil - 70%
- Structural - 60%
- Instrumentation & Control - 70%
- Electrical - 50%
- Specifications - 40%

Quality Assurance/Quality Control. The 60% complete plans and specifications will be submitted to the ENGINEER TRC for review. The review will include process and technical feasibility, constructability, discipline coordination, and plans and specification coordination.

60% Design Review Meeting. A review meeting with OWNER's staff will be conducted for the 60% design submittal. This meeting will be held approximately one to two weeks following submittal of the 60% design drawings and specifications to provide time for review. The review meeting will be approximately four (4) hours and attend by two (2) members of the ENGINEER's team in person and two (2) members of the ENGINEER's team will attend via conference call. Following their review, OWNER's staff will provide written comments to ENGINEER. ENGINEER will provide written responses to OWNER's comments.

Task 3.2 Deliverables

Georgetown -- Revised 3.11

EJCDC E-505 Standard Form of Agreement Between Owner and Engineer Professional Services—Task Order Edition

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Attachment 1 – Task Order Form

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TASK ORDER

- 60% Drawings and Specifications (PDF and five hard copies of half-size plans and specifications)
- Review Workshop Agenda: One week prior to the workshop
- Draft Workshop Slides and Handouts: Two business days prior to the workshop
- Workshop Summary: One week following the workshop

3.2 90% Design

90% Plans and Specifications. The plans and specifications for the WWTP Expansion will be completed to a 90% level and submitted to OWNER for review and comment. The 90% design documents for the WWTP Expansion shall be defined and consist of the minimum level of completion by the following disciplines:

- General/Standard Sheets - 95%
- Process Mechanical - 95%
- Civil - 95%
- Structural - 90%
- Instrumentation & Control - 90%
- Electrical - 80%
- Specifications - 90%

90% Design Construction Cost Estimate. ENGINEER will update the previous cost estimate with additional details in order to provide an AACEE Class II level opinion of Total Project Costs based on the 90% design.

Quality Assurance/Quality Control. The 90% complete plans and specifications will be submitted to senior-level staff for a “red-yellow-green” quality check to confirm coordination, constructability, and that comments from the 60% review have been adequately addressed.

90% Design Review Meeting. A review meeting with OWNER’s staff will be conducted for 90% design submittal. This meeting will be held approximately one to two weeks following submittal of the 90% design drawings and specifications to provide time for review. The review meeting will be approximately four (4) hours and attend by two (2) members of the ENGINEER’s team in person and two (2) members of the ENGINEER’s team will attend via conference call. Following their review, OWNER’s staff will provide written comments to ENGINEER. ENGINEER will provide written responses to OWNER’s comments.

Task 3.3 Deliverables

- 90% Drawings and Specifications (PDF and five hard copies of half-size plans and specifications)
- 90% Design Opinion of Probable Cost
- Review Workshop Agenda: One week prior to the workshop
- Draft Workshop Slides and Handouts: Two business days prior to the workshop
- Workshop Summary: One week following the workshop

TASK ORDER

3.3 Final Design

Final Drawings and Specifications. The drawings and specifications for the W WTP Expansion will be finalized based on comments from OWNER and ENGINEER reviewers. ENGINEER will seal and sign the completed documents. ENGINEER will provide five sets of 100% sealed documents to OWNER for final review. These documents will also be submitted to TCEQ and other agencies for review/approval per Tasks 3.1. ENGINEER shall update plans and specifications with final comments prior to bidding.

Task 3.4 Deliverables

- Final Drawings and Specifications (PDF and five hard copies of half-size plans and specifications)
- Updated Final Drawings and Specifications for Bidding (PDF and five hard copies of half-size plans and specifications)
- Final Design Opinion of Probable Cost

Phase 4 -Special Services

Objective:

The objective of this task is to provide additional information and investigation required, outside of the baseline design services described in Phase 2 and Phase 3, to support design development. The additional work items include regulatory and permitting support, evaluation, and design for Holding Pond #2 and associated river crossing, geotechnical investigation, and a topographic survey.

Approach:

ENGINEER will perform the identified special services in parallel with the Preliminary Engineering Report and design phase activities. Information and approvals obtained as part of this task will be integrated into the design as appropriate.

4.1 Regulatory and Permitting Tasks

TCEQ Coordination. ENGINEER will review documents for compliance with TCEQ rules and regulations. ENGINEER will submit the PER and 100% complete plans and specifications to TCEQ for review. Upon receipt of plan review comments, ENGINEER will respond in writing and make necessary changes to the contract documents.

Stormwater Pollution Prevention Plan (SWPPP). ENGINEER will develop information and specify requirements for an SWPPP for the WWTP expansion to be prepared and obtained by the Contractor during the construction of the project.

Edwards Aquifer Permits. ENGINEER will prepare a water pollution abatement plan (WPAP) permit for TCEQ as related to the Edwards Aquifer.

TASK ORDER

Flood Zone. ENGINEER will review existing FEMA flood maps and will locate new facilities outside of the 100-year flood zone.

Holding Pond and River Crossing Permits. ENGINEER will conduct a jurisdictional waters assessment, endangered species habitat assessment, Williamson county regional habitat conservation plan (Wilco RHCP), Geologic Assessment (GA), Georgetown Water Quality Ordinance Memorandum, and cultural resources survey for the proposed project. Work under this task will include the following activities:

- **Waters of the US Determination** – ENGINEER will conduct a jurisdictional waters of the U.S. assessment for the approximately 0.13-mile proposed wastewater line (alignment) and 7.2-acre proposed pond area. The purpose of this assessment is to identify the location and extent of potential waters of the U.S. in accordance with Section 404 of the Clean Water Act (CWA). ENGINEER will perform an analysis of the most recently available aerial photographs, topographical maps, National Wetlands Inventory (NWI) database, National Hydrography Dataset (NHD), and soil surveys, as well as conduct appropriate fieldwork necessary to identify the location and extent of U.S. Army Corps of Engineers (USACE) jurisdictional waters and potential wetlands within the alignment.
- **Endangered Species Habitat Assessment** - ENGINEER will conduct a habitat assessment for all federally listed species and candidates for listing that may occur within Williamson County within the 7.2-acre tract approximately 0.13-mile proposed wastewater line (alignment), and 7.2-acre proposed pond area. A visual inspection of vegetation within the project area will be conducted and the structural and compositional elements of each distinct vegetated area will be noted. Task 2 includes a findings report and a call with the client and/or client's agent to discuss the findings.
- **Geological Assessment** – ENGINEER will conduct a GA according to guidelines specified in the TCEQ Publication 0585, Instructions to Geologist for Geologic Assessment on the Edwards Aquifer Recharge/Transition Zones (10-1-04). The property will be walked utilizing 50-foot transects. ENGINEER will prepare the GA report that will include descriptions, photographs, and sensitivity ratings of geologic features identified during site reconnaissance. The survey area will include a 345-foot buffer surrounding the project alignment and the 9-acre tract. This level of survey will meet the level of requirements for participation in the Williamson County Conservation Foundation. A cursory karst feature evaluation for potential endangered karst species habitat will be conducted, however, additional work such as application to the regional Habitat Conservation Plan, extensive excavations (beyond 10 minutes of hand excavation), and meetings with TCEQ are not included in this task. While the ENGINEER makes every effort to identify sensitive and potentially sensitive features at times some features are not observable due to site conditions (seasonal vegetation, fill piles, etc.). Buffers are estimated based on on-site observations and desktop evaluations. Subsequent to our site inspection and report, the regulatory community often has comments, questions, or differs with our sensitivity rating or buffers. Generally, these discussions are easily resolved; however, depending on the level of effort required, a separate work order may be required.
- **Williamson County Regional Habitat Conservation Plan Application (Wilco RHCP)** - ENGINEER will coordinate with the Williamson County Conservation Foundation for project inclusion in the

TASK ORDER

regional RHCP. ENGINEER will work with the client to complete the application for the tract and conduct work as directed. This includes providing electronic copies of documents required by the application, an initial meeting for submittal, and site visit with the county.

- Spring Survey and City of Georgetown Water Quality Ordinance Memorandum – ENGINEER will prepare a memorandum for the City of Georgetown Water Quality Ordinance addressing the water quality the site has with regards to springs, streams, and drainageways as outlined in the Ordinance. An electronic copy of the memorandum will be provided and will include a survey of potential spring locations on the property and general drainages to comply with the City of Georgetown Water Quality Ordinance. However, this task does not include a presence/absence survey for federally-protected salamanders.
- Cultural Resources Survey – ENGINEER will conduct a cultural resources survey of the proposed project area that has not been previously surveyed for cultural resources. This task includes the preparation of a Texas Historical Commission (THC) Antiquities Code permit application. The THC permit application process includes a review of the Texas Archeological Sites Atlas and necessary background research at the THC and the Texas Archeological Research Laboratory (TARL) to prepare the requisite research design in accordance with the level of effort required by the THC. The permit application will be provided to the client for review, comment, and signature prior to submission to the reviewer at the THC. The cultural resources survey will include shovel testing, site photography, site recording, National Register and State Antiquities Landmark eligibility assessments, data analysis, and report preparation in accordance with THC and Council of Texas Archaeologists (CTA) standards. The reporting will involve the analysis of the data collected from the fieldwork and the production of a draft report submitted to the client and to the THC for approval and concurrence. The final approved report will be produced and distributed to repositories as a requirement of the THC permit. This will be a non-collection survey so no artifacts will be collected as part of this effort and will therefore no artifact curation will be required. All field documents and photographs will be curated for submittal to the Center for Archaeological Studies (CAS), as curation is required by the THC Antiquities permit.

Task 4.1 Deliverables

- Letter response to TCEQ review comments
- WPAP permit
- Waters of the US Findings Report
- Endangered Species Habitat Assessment Findings Report
- Geological Assessment Report
- Wilco RHCP Application
- Spring Survey and City of Georgetown Water Quality Ordinance Memorandum
- THC Antiquities Code permit application
- Cultural Recourses Survey Report

TASK ORDER

4.2 Holding Pond #2 and River Crossing

ENGINEER will review the proposed location for Holding Pond #2 as indicated by OWNER. The location for Holding Pond #2 is assumed to be northeast of the WWTP site across the San Gabriel River. ENGINEER will develop a potential effluent piping route and configuration for Holding Pond #2, which is expected to have a surface area of 7.2 acres and storage capacity of at 79.91 acre-feet. The effluent pipeline to the Holding Pond #2 will require an open cut crossing through the San Gabriel River and a lower-water cross for light-duty vehicles and personnel. Holding Pond #2 will include pumping provisions to transfer stored effluent to the existing holding pond on the Cimarron Hills Golf Course. Information on the existing Cimarron Hills Golf Course irrigation system and holding pond, including operating design criteria will be provided by OWNER. Access to the Holding Pond #2 site will require crossing the San Gabriel River. It is assumed a low-water crossing consisting of a concrete roadway with culverts underneath will be required. The low-water crossing will be inaccessible during high river flows.

ENGINEER will perform a preliminary evaluation of the Holding Pond #2, including the effluent pipeline and low water crossing concurrently with the work performed during Phase 2. ENGINEER will develop the design of Holding Pond #2 in accordance with the requirements and milestones established for the treatment facility design in Phase 3.

Task 4.2 Deliverables

- Work products for Holding Pond #2 will be including with the Preliminary Engineering Report under Phase 2 and the design submittals identified under Phase 3.

4.3 Geotechnical Engineering

ENGINEER will take soil borings and perform geotechnical work at the treatment plant site in areas of proposed new structures. Three (3) borings will be taken on the WWTP site and eight (8) borings will be taken at the Holding Pond #2 site. Laboratory analyses will be prepared on the soil samples. A geotechnical report will be prepared to include the results of the analyses and geotechnical recommendations for the design of foundations for the proposed structures. Clearing of the site for access by drilling equipment is not included in the scope.

Task 4.3 Deliverables

- Geotechnical Report in .pdf format

4.4 Topographic Surveying

ENGINEER will conduct a topographical survey for the area of the wastewater treatment plant expansion, the new Holding Pond #2 site, and effluent pipeline alignment. The survey will include spot elevations to develop ground contours for the area; location of the corners of existing structures within the area; weir elevations; and spot elevations of edges of pavement, driveways, visible utilities including overhead electric, manholes and junction boxes, etc. Two temporary bench marks (TBMs) will be set in the area.

TASK ORDER

Task 4.4 Deliverables

- Topographic Survey (to be incorporated in the design under Task 3)

Phase 5 Bidding Services

Objective:

The objective of this task is to assist the OWNER in selecting a Construction Contractor for the Project.

Approach:

After acceptance by OWNER of the ENGINEER's Drawings, Specifications, and other Design Phase documentation (including the most recent Opinion of Probable Construction Cost), and upon written authorization to proceed, ENGINEER will assist the OWNER in advertising the project for bid, provide technical design support during the bid period, and prepare conformed drawings.

5.1 Advertisement and Document Distribution

ENGINEER will prepare an Advertisement for Bid for use by the City in advertising the WWTP Expansion project. ENGINEER will provide electronic PDF files of the drawings and specifications for the WWTP Expansion project for distribution and uploading to a web-based bid advertising website provide by the OWNER.

5.2 Pre-Bid Conference

ENGINEER will participate in an in-person Pre-Bid Meeting to summarize the work and discuss bidding requirements with prospective bidders. The pre-bid conference is assumed to be approximately two (2) hours and attend by two (2) members of the ENGINEER's team in person.

5.3 Clarifications and Addenda

ENGINEER will provide clarifications and answer questions from prospective bidders and vendors during the bidding phase for the construction project. If necessary, such clarifications will be included in addenda.

5.4 Bid Opening and Evaluation

ENGINEER will attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. It is anticipated that the bid opening will be one (1) hour in duration and will be attended by up to two (2) members of the ENGINEER's Project Team.

5.5 Conformed Documents.

ENGINEER will prepare conformed documents for the construction project, incorporating addenda items into the plans and specifications, and provide up to ten (10) sets of ½ size plans and specifications and up to five (5) sets of full-size plans for use by OWNER and Contractor during construction.

Phase 5 Deliverables

Georgetown – Revised 3.11

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TASK ORDER

- Advertisement for Bid, Plans and Specifications for Distribution, Plan Holders List
- Pre-bid meeting agenda and meeting summary
- Addenda
- Bid tabulations and recommendations of award
- Conformed documents

Phase 6 – Engineering Services During Construction

Objective:

The objective of this task to provide technical design support during the construction phase.

Approach:

ENGINEER will provide construction phase support service, which will primarily consist of Engineering Services During Construction (ESDC), including submittal and RFI review, attending construction meetings, preparing design clarification memos, construction observation, and preparing record drawings. ENGINEER's level of effort is based on the list of the assumed number of work items shown in the following table and an estimated level of effort per work item. The construction phase is assumed to last for 18 months.

ESDC Work Item Assumptions

Work Items	Quantity
Meetings and Site Visits (Task 5.1)	31
Submittal Review (Task 5.2)	60
RFI Review (Task 5.3)	40
Contract Clarification (Task 5.4)	5
Change Order Request Reviews (Task 5.5)	5
Instrumentation and Control Testing (Task 5.6)	10 days
Record Drawings (Task 5.7)	Full Set

6.1 Construction Meetings and Site Visits

ENGINEER will attend monthly construction progress meetings (18 meetings) with OWNER, and Contractor for the WWTP Expansion project. ENGINEER will provide one (1) persons per meeting over the construction period for the WWTP Expansion project. ENGINEER will also perform up to thirteen (13) site visits by one (1) person to observe the progress and quality of various aspects of the construction contractors' work for the project, facilitate construction coordination, and participate in substantial completion and final completion inspections. It is assumed that these meetings will last four hours, including pre and post meetings at the site.

TASK ORDER

6.2 Submittal Review

For technical submittals, ENGINEER will log-in, track, and distribute submittals to the various disciplines and subconsultants. ENGINEER will perform a technical and functional review of shop drawings and other submittals as indicated in the table above.

6.3 RFI Review

ENGINEER will review and respond to technical RFIs submitted by the contractor and subcontractors., as indicated in the table above.

6.4 Contract Clarifications

ENGINEER will prepare Contract Clarifications, keep a log to document Contract Clarifications, and other related tasks as needed during the construction process. Contract Clarifications are typically relatively minor and clarify the Contract Documents. ENGINEER will prepare the Contract Clarification drawings for changes/additional work and submit a copy to OWNER for approval, as indicated in the table above. The Construction Contractor will receive the Contract Clarification drawings (if required) after OWNER approval.

6.5 Change Order Request Review

ENGINEER will review and comment on Change Order requests and initiate Change Order requests when appropriate, as indicated in the table above.

6.6 Instrumentation and Control Testing

ENGINEER will provide instrumentation and control system coordination and testing during the construction of the WWTP Expansion project. Testing will include 3 days for Witness Factory Tests, 3 days for Functional Demonstration Tests, and 4 days for I&C assistance during construction.

6.7 Record Drawings.

ENGINEER will prepare Record Drawings for the WWTP Expansion project based on the Contractor's red-line markups of the conformed field plans. The Record Drawings will be produced with AutoCAD. The Record Drawings will be delivered to the OWNER in electronic (.pdf format) and hard copy format.

Phase 6 Deliverables

- Submittal review responses
- RFI responses
- Contract clarification documents
- Written reviews of change order requests
- Documentation memoranda for approved tests (electronic copies)

TASK ORDER

- Record Drawings; electronic (.pdf format) and five (5) hard copies of ½ size

Scope Assumptions

- Unless otherwise noted deliverables for each submittal will consist of one electronic copy in Acrobat (pdf) or other standard formats (e.g., Word, Excel).
- The project schedule assumes Notice to Proceed is provided to the Consultant on or before November 31, 2020. Project management is based on a project duration of 36 months.
- ENGINEER will not initiate out of scope work from without first presenting an amendment request and receiving written authorization from the OWNER to proceed with the work.
- Deliverables will only be reviewed by OWNER's staff or agencies required for permitting. Responding to comments generated by other third-party reviewers is not anticipated.
- The plans will be prepared using AutoCAD 2019, or a more recent version.
- Specifications will be prepared in general conformance with the 50-division standards of the Construction Specifications Institute.
- ENGINEER will utilize the ENGINEER's standards for drawings and specifications.
- The WWTP Expansion is expected to be similar in style, configuration, features, functionality, odor control requirements, and level of service as the existing WWTP.
- The identification or removal of hazardous materials is not required.
- Delays associated with permitting agency reviews and approvals may result in project delays, which will require an extension of the project schedule.
- Borings will be drilled with a conventional drill rig and traffic control will not be required.
- No karst features to be present at the site. If present, additional geotechnical involvement may be required,
- Coordination with the U.S. Fish and Wildlife Service is not required.
- The proposed crossing location does not require the filing of a PCN with the USACE
- ENGINEER will contact the Texas 811 system for utility locations; however, the Texas 811 system only locates buried utilities within existing public easements and right-of-ways. All private on-site utilities such as irrigation lines, fire lines, electric lines, gas lines, and any other underground features (if any) must be located at the site and clearly marked by OWNER.
- An electronic copy of the Bid Documents will be available online or provided to a local reproduction business that will be responsible for printing hard copies of the Bid

TASK ORDER

Documents for prospective bidders. Payment for hardcopy bid sets will be paid directly to the reproduction business by prospective bidders.

- OWNER will provide Construction Management staff.
- All construction inspections or specialty inspections will be performed by OWNER's Construction Management staff. The OWNER's level of effort is limited to the witness testing activities explicitly listed under Task 5.6.
- In the event, ENGINEER is unable to visit the site or participate in in-person meetings within the timeframe required for project completion due to local, state, or national travel restrictions, or for any other reason beyond ENGINEER's control, the review of information, meetings, etc., will take place remotely via teleconference.

3. Owner's Responsibilities

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

1. Designate a person to act as City's representative with respect to the services to be performed or furnished by the Professional. This representative will have authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to Professional's services.
2. Provide all criteria and full information as to City's requirements for the project, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which City will require to be included in the Project Drawings and Specifications.
3. Assist Professional by placing all available information pertinent to the Project, including previous reports and any other data relative to the design or construction of the Project at the Professional's disposal.
4. Furnish to Professional, as requested for performance of basic services or as required by the Contract Documents, the following:
 - a) Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site;
 - b) The services of an independent testing laboratory to perform all inspections, test and approvals of samples, materials, and equipment;
 - c) Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;
 - d) Arrange for access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform services under this Task Order;
 - e) Examine all alternate solutions, studies, reports, sketches, proposals and other documents presented by Professional;

TASK ORDER

- f) Provide such accounting, bond, and financial advisory, independent cost estimating and insurance counseling services and such legal services as City may require or Professional may reasonably request with regard to legal issues pertaining to the Project;
 - g) Provide labor and safety equipment to open electrical/instrumentation cabinets, open and protect manholes and/or to operate valves and hydrants as required by the Professional; and
 - h) Give prompt notice to Professional whenever City observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of Professional's services, or any defect or nonconformance in Professional's services in the work of any Contractor.
5. Advise ENGINEER of the identity and scope of services of any independent ENGINEERs employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering, and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.
- i)

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
Project Management	Concurrent with the following phases.
Preliminary Engineering	180 days following Notice to Proceed
Final Design	240 days following Completion of Preliminary Design
Bidding Services	120 days following Completion of Final Design
ESDC	To be Concurrent with the Construction Schedule (Estimated at 548 days following Completion of Bidding)

TASK ORDER

5. **Payments to Engineer**

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

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum or Not to Exceed Amount of Compensation for Services</i>
<u>BASIC SERVICES</u>		
Project Management		\$74,980
Preliminary Engineering		\$122,535
Final Design		\$304,310
Bidding Services		\$24,835
ESDC		\$119,200
Total Basic Services	Lump Sum	\$645,860
<u>SPECIAL SERVICES</u>		
Regulatory and Permitting		\$63,215
Holding Pond #2 and River Crossing		\$45,130
Geotechnical		\$23,625
Surveying		\$21,495
Total Special Services	Lump Sum	\$153,465
Total Contract Value	Lump Sum	\$799,325

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

6. **Consultants:**

ACI Consulting (permitting)
Terracon (Geotech)
Inland Geodetics (Topographic Survey)

TASK ORDER

7. **Other Modifications to Agreement:**

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

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

8. **Attachments:**

Preliminary Drawing List

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

TASK ORDER

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

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

OWNER:

ENGINEER:

By: _____

By: _____

Name: Dale Ross

Name: Allen Woelke, P.E.

Title: Mayor, City of Georgetown, Texas

Title: Vice President

Date: _____

Engineer License or Firm's
Certificate No. F-3043
State of: Texas
Date: 4 November 2020

APPROVED AS TO FORM:

City Attorney

TASK ORDER

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Wesley Wright

Title: Systems Engineering Director

Address: 300-1 Industrial Ave
Georgetown TX 78626

E-Mail
Address: Wesley.wright@georgetown.org

Phone: 512-931-7672

Fax: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Allen Woelke

Title: Vice President

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

E-Mail
Address: woelkead@cdmsmith.com

Phone: 512-346-1100

Fax: 512-345-1483

TASK ORDER

CIMARRON HILL WASTEWATER TREATMENT PLANT DESIGN PRELIMINARY DRAWING LIST

Sequence Number	Sheet	Title/Description
GENERAL		
1	G-0	COVER SHEET
2	G-1	DRAWING INDEX
3	G-2	LEGENDS AND ABBREVIATIONS
4	G-4	HYDRAULIC PROFILE & DESIGN CRITERIA
CIVIL		
5	C-1	OVERALL WASTEWATER TREATMENT PLANT SITE PLAN
6	C-2	SURVEY PLAN AND CONTROL POINTS
7	C-3	EROSION CONTROL / TREE PROTECTION PLAN
8	C-4	EXISTING SITE PLAN / CLEARING AND DEMOLITION PLAN
9	CP-1	YARD PIPING PLAN - WWTP
10	CP-2	YARD PIPING PLAN - IRRIGATION/STORAGE
11	CP-3	YARD PIPING PLAN AND PROFILE I
12	CP-4	YARD PIPING PLAN AND PROFILE II
13	CR-1	GRADING PLAN - WWTP
14	CR-3	GRADING PLAN - HOLDING POND #2
15	CR-4	GRADING DETAILS
16	CT-1	ROADWAY -- PLAN AND PROFILE I
17	CT-2	ROADWAY -- TYPICAL SECTION
18	CZ-1	CIVIL DETAILS I
19	CZ-2	CIVIL DETAILS II
20	CZ-3	CIVIL DETAILS III
STRUCTURAL		
21	S-1	STRUCTURAL GENERAL NOTES - I
22	S-2	STRUCTURAL ABBREVIATIONS, SYMBOLS, NOTES, & KEY PLAN
23	S-3	SCHEDULE OF SPECIAL INSPECTIONS I
24	S-4	SCHEDULE OF SPECIAL INSPECTIONS II
25	SA-1	HEADWORKS - PLAN & SECTIONS
26	SB-1	INFLUENT LIFT STATION - PLANS
27	SB-2	INFLUENT LIFT STATION - SECTIONS & DETAILS

Georgetown – Revised 3.11

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Sequence Number	Sheet	Title/Description
28	SC-1	PROCESS STRUCTURE - PLANS
29	SC-2	PROCESS STRUCTURE - SECTIONS I
30	SC-3	PROCESS STRUCTURE - SECTIONS II
31	SD-1	GENERATOR FOUNDATION PLAN AND SECTIONS
32	SE-1	CLOTH FILTRATION & EFFLUENT PS STRUCTURE PLANS AND SECTIONS
33	SG-1	HOLDING POND #2 PUMP STATION AND MISC STRUCTURE DETAILS
34	SH-1	MCC ENCLOSURE PAD PLAN AND SECTION
35	SZ-1	STRUCTURAL DETAILS -I
36	SZ-2	STRUCTURAL DETAILS -II
37	SZ-3	STRUCTURAL DETAILS -III
38	SZ-4	STRUCTURAL DETAILS -IV

PROCESS AND INSTRUMENTATION DIAGRAMS

39	P-1	P&ID LEGEND I
40	PA-1	INFLUENT PS & HEADWORKS SCREENING P&ID
41	PC-1	BIOREACTORS WASTEWATER FLOW P&ID
43	PD-1	BLOWER SYSTEM P&ID
44	PE-1	FILTRATION & EFFLUENT PS P&ID
45	PG-1	HOLDING POND #2 P&ID

PROCESS MECHANICAL

46	M-1	MECHANICAL LEGEND
47	MA-1	HEADWORKS AND ODOR CONTROL PLAN
48	MA-2	HEADWORKS AND ODOR CONTROL SECTIONS I
51	MC-1	PROCESS STRUCTURE #1 - DEMOLITION PLAN AND SECTIONS
52	MC-2	PROCESS STRUCTURE #2 - PLAN
54	MC-4	PROCESS STRUCTURE DETAILS I
55	MD-1	BLOWER PLAN AND SECTIONS
56	ME-1	CLOTH FILTRATION & EFFLUENT PS STRUCTURE PLAN AND SECTION
57	MF-1	CHEMICAL AREA PLAN AND DETAILS
58	MG-1	HOLDING POND #2 PUMP STATION
59	MZ-1	PROCESS MECHANICAL STANDARD DETAILS I
60	MZ-2	PROCESS MECHANICAL STANDARD DETAILS II
61	MZ-3	PROCESS MECHANICAL STANDARD DETAILS III
62	MZ-4	PROCESS MECHANICAL STANDARD DETAILS IV

ELECTRICAL

63	E-1	ELECTRICAL LEGEND AND ABBREVIATIONS I
64	E-2	ELECTRICAL LEGEND AND ABBREVIATIONS II
65	E-3	ELECTRICAL NOTES

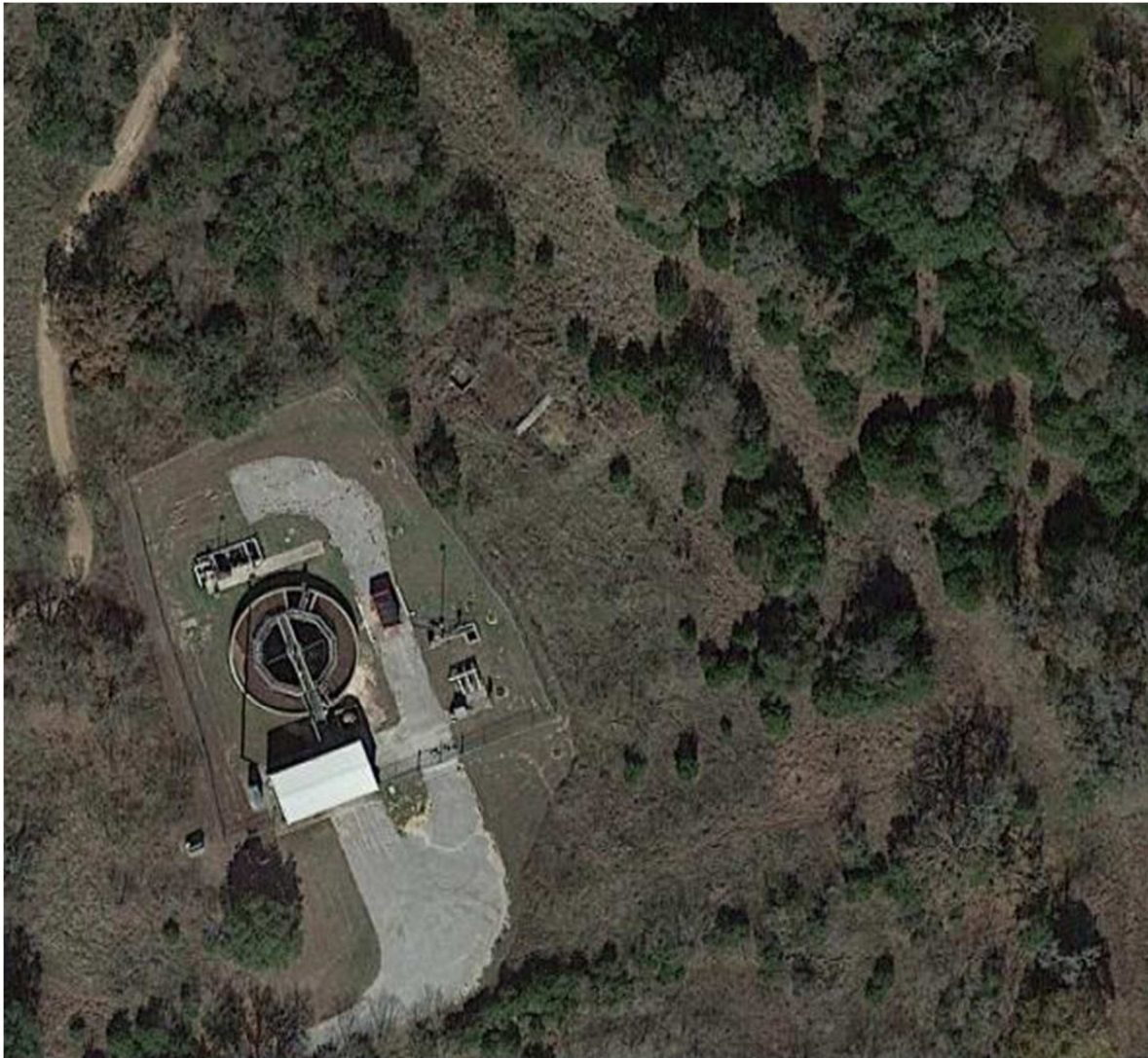
TASK ORDER

Sequence Number	Sheet	Title/Description
66	E-4	WASTEWATER TREATMENT PLANT - AREA CLASSIFICATION PLAN
67	E-5	OVERALL WASTEWATER TREATMENT PLANT - ELECTRICAL SITE PLAN
68	E-6	ENLARGED MCC AND GENERATOR PLAN
69	E-8	MOTOR CONTROL CENTER A ONE-LINE DIAGRAM I
70	E-9	PANELBOARD AND LIGHT FIXTURE SCHEDULES I
71	E-11	WASTEWATER TREATMENT PLANT DUCTBANK SCHEDULE AND SECTIONS I
72	EA-1	HEADWORKS AND INFLUENT PUMP STATION POWER PLAN
73	EC-1	PROCESS STRUCTURE POWER PLAN
74	ED-1	BLOWER POWER PLAN
75	EE-1	CLOTH FILTRATION AND EFFLUENT PS POWER PLAN
76	EF-1	CHEMICAL AREA POWER PLAN
77	EG-1	HOLDING POND #2 POWER PLAN
78	EY-1	ELECTRICAL SCHEMATICS I
79	EY-2	ELECTRICAL SCHEMATICS II
80	EY-3	RISER DIAGRAM I
81	EZ-1	ELECTRICAL STANDARD DETAILS-I
82	EZ-2	ELECTRICAL STANDARD DETAILS-II

INSTRUMENTATION

83	I-1	INSTRUMENTATION LEGEND I
84	I-3	WASTEWATER TREATMENT PLANT SCADA SYSTEM ARCHITECTURE
85	IZ-1	INSTRUMENT INSTALLATION DETAILS I
86	IZ-2	INSTRUMENT INSTALLATION DETAILS II

Existing Plant Site between Cimarron Hills and Oaks at San Gabriel, approx. half mile north of SH29



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

SUBJECT:

Forwarded from the Georgetown Water Utility Advisory Board (GWUAB):

Consideration and possible action to approve the **fourth and final renewal** for **sludge and bio-solids transport and disposal services**, with **Sheridan Environmental, LLC**, in an amount not to exceed **\$556,235.00** -- Mike Welch, Regulatory and Treatment Manager

ITEM SUMMARY:

The purpose of this renewal is to provide sludge and bio-solids transport for disposal as part of the water/wastewater plant operations. The agreement began October 1, 2016 and will end October 1, 2021. The term of the agreement: For one (1) year and may be renewed each year upon review and approval by the City.

STAFF RECOMMENDATION:

Staff recommends the renewal of the annual contract for services provided by Sheridan Environmental for the handling and disposal of sludge

BOARD RECOMMENDATION:

This item was unanimously approved by the Georgetown Water Utility Advisory Board for Council approval at the November 12, 2020 Georgetown Water Utility Advisory Board meeting.

FINANCIAL IMPACT:

Funds for this expenditure will impact the Water Services Budget. The budgeted amounts are the projected cost of sludge handling and disposal based on historical trends.

	Fund	Annual Budget
Water Sludge Disposal	Water Plant Management	\$ 90,000
Wastewater Sludge Disposal	Wastewater Plant Management	<u>\$400,000</u>
Combined Total Budget		\$490,000

SUBMITTED BY:

Mike Welch, Regulatory and Treatment Manager

ATTACHMENTS:

Renewal No 4 - Sheridan

CONTRACT ROUTING FORM

Contract No. 17-0100-R4 Project No. _____ Bid No. 201644 RFP No. _____

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

NAME OF CONTRACTOR: Sheridan Environment

CONTRACT DESCRIPTION: 4th Renewal for Sludge Hauling Services under Contract 3700B006

CONTRACT VALUE: \$556,234.88

FUND / COST CENTER _____

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

SIGNATURES RECOMMENDING APPROVAL

Nicole Abruzzo 10.13.2020
PURCHASING/CONTRACT COORDINATOR DATE

[Signature] 10.13.20
LEGAL DEPARTMENT DATE

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

APPROVED and EXECUTED

N/A

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

N/A

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

MAYOR/CITY SECRETARY ATTESTS (if applicable) DATE

FINAL PROCESSING

PURCHASING DATE

for Purchasing Use Only
Insurance Certificates: on file
Performance Bond: ☒
Payment Bond: ☒
Form 1295: 2020-677781

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

Legal - please sign and send back to Nicole - will hold until council meeting.

**Renewal No. 4
to the Agreement between
Sheridan Environmental, LLC
and the
City of Georgetown, Texas**

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 **SHERIDAN ENVIRONMENTAL, LLC** (the "Contractor"), (collectively, the "**Parties**"). The Parties hereby agree as follows:

WHEREAS, the Parties entered into an Agreement on August 17, 2016 for Sludge Hauling Services, PO No. 3700B006, (the "Original Agreement"),

WHEREAS, the Original Agreement provided an initial term of one (1) year and provided for four (4) additional one (1) year renewal terms,

WHEREAS, the Parties agreed to renew the Original Agreement on August 28, 2017 for a first renewal, on October 1, 2018 for a second renewal, and on October 23, 2019 for a third renewal; and,

WHEREAS, the Parties wish to renew the Original Agreement for a fourth and final term in accordance with the terms of the Original Agreement as well as any terms provided herein,

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

1. The Parties agree to renew the Original Agreement for an fourth renewal term which will begin immediately upon the expiration of the third renewal term and will end on September 30, 2021.
2. During the fourth renewal term, the prices shown in **Exhibit A**, attached to this Fourth Renewal shall apply.
3. During the Fourth Renewal, the not to exceed amount shall be \$556,234.88.
4. 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.
5. This Fourth and Final Renewal is effective on the date executed by the City.

[Signature Page to Follow]

{00011198 / v / / WATER / SLUDGE / 10/12/2020}

SHERIDAN ENVIRONMENTAL, LLC

CITY OF GEORGETOWN

By: Phillip Macammon

Printed Name: Phillip Macammon

Title: President

Date: 10/13/2020

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson

James Kachelmeyer, Assistant City Attorney

Skye Masson

Exhibit A
Sludge and Biosolids Transportation and Disposal Services
Contract 17-0100-R4
Sheridan Environmental

Line	Description	Est Qty	UOM	Original Contract		Renewal 1		Rev Est Qty	Renewal 2		Price Adj	Renewal 3		Renewal 4	
				Unit Cost	Ext Cost	Unit Cost	Ext Cost		Unit Cost	Ext Cost		Unit Cost	Ext Cost	Unit Cost	Ext Cost
1	Liquid Sludge Transportation	618	LOAD	\$ 280.00	\$ 173,040.00	\$ 280.00	\$ 173,040.00	291	\$ 280.00	\$ 81,480.00	5%	\$ 294.0000	\$ 85,554.00	\$ 294.0000	\$ 85,554.00
2	Biosolids Transportation and Disposal Lake Georgetown WTP Pecan Branch WWTP Dove Springs WWTP San Gabriel WWTP	10,380	YARD	\$ 30.50	\$ 316,590.00	\$ 30.50	\$ 316,590.00	10,380	\$ 30.50	\$ 316,590.00	5%	\$ 32.0250	\$ 332,419.50	\$ 32.0250	\$ 332,419.50
3	Biosolids Transportation and Disposal Lake Georgetown WTP Pecan Branch WWTP Dove Springs WWTP San Gabriel WWTP	2,715	TON	\$ 48.50	\$ 131,677.50	\$ 48.50	\$ 131,677.50	2,715	\$ 48.50	\$ 131,677.50	5%	\$ 50.9250	\$ 138,261.38	\$ 50.9250	\$ 138,261.38
4	Biosolids Storage Containers	10	EACH	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
				\$ 621,307.50		\$ 621,307.50				\$ 529,747.50			\$ 556,234.88		

{00011199 / v / / WATER / SLUDGE / {unknown}}

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SHERIDAN ENVIRONMENTAL
AUSTIN, TX United States

Certificate Number:
2020-677781

Date Filed:
10/13/2020

Date Acknowledged:

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

City of Georgetown

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

17-0100-R4
3700B006 Wastewater treatment sludge hauling and disposal

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McCammon, Phillip	AUSTIN, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Phillip McCammon, and my date of birth is May 2, 1985

My address is 16905 Jonse Ct Manor Tx 791653 USA
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Tx, on the 13 day of October, 2020.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



SHERI-4

OP ID: TU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2020

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

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

PRODUCER Eckert Insurance Group, Inc. P.O. Box 2087 Austin, TX 78768-2087 Tracey Urbanek		512-472-6969		CONTACT NAME: Tracey Urbanek		PHONE (A/C, No, Ext): 512-472-6969		FAX (A/C, No): FAX-472-3890	
				E-MAIL ADDRESS: turbanek@eckertgroup.com					
INSURER(S) AFFORDING COVERAGE						NAIC #			
INSURER A: Catlin Speciality Insurance Co						22945			
INSURER B: Texas Mutual Ins Co									
INSURER C: Arch Insurance Company									
INSURER D: Kinsale Insurance Company									
INSURER E:									
INSURER F:									

INSURED Sheridan Environmental LLC Come and Take it Rolloff 3600 FM 973 N Austin, TX 78725									
---	--	--	--	--	--	--	--	--	--

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			600000327-4	07/17/2020	07/17/2021	EACH OCCURRENCE \$ 1,000,000
D	<input checked="" type="checkbox"/> Pollution Liability			0100117516-0	06/24/2020	06/24/2021	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
C	<input type="checkbox"/> AUTOMOBILE LIABILITY			FBCAT0478800	03/24/2020	03/24/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			6000001601-4	07/17/2020	07/17/2021	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> RETENTION \$ 10000						\$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001213484	06/24/2020	06/24/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

CERTIFICATE HOLDER

CANCELLATION

Insured

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

Tracey Urbanek

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

SUBJECT:

Forwarded from the Georgetown Water Utility Advisory Board (GWUAB):

Consideration and possible action to approve the **second renewal** for contracted **wastewater laboratory services** by **Pollution Control Services Laboratory** in the estimated amount of **\$75,000.00** -- Mike Welch, Treatment Manager

ITEM SUMMARY:

The purpose of this renewal is to provide regulatory-required wastewater laboratory testing services. The agreement began October 1, 2018 and will end October 1, 2023. The term of the agreement: For one (1) year and may be renewed each year upon review and approval by the City.

The Laboratory Testing Services are for:

- * San Gabriel Wastewater Treatment Plant
- * Dove Springs Wastewater Treatment Plant
- * Cimarron Hills Wastewater Treatment Plant
- * Berry Creek Wastewater Treatment Plant
- * Pecan Branch Wastewater Treatment Plant

SPECIAL CONSIDERATIONS:

PCS has performed very well.

STAFF RECOMMENDATIONS:

Staff recommends the renewal of the annual contract for wastewater laboratory services be awarded to Pollution Control Services.

BOARD RECOMMENDATION:

This item was unanimously approved by the Georgetown Water Utility Advisory Board for Council approval at the November 12, 2020 Georgetown Water Utility Advisory Board meeting.

FINANCIAL IMPACT:

Funds for this expenditure will impact the Water Services Budget. The cost is the projected amount for wastewater laboratory testing services. The costs have risen over time due to increased state regulatory requirements.

<u>Fund</u>	<u>Cost Centers</u>	<u>FY 20 Actual</u>	<u>FY 21 Budget</u>
Water 660	Wastewater Plant Management – 0531	\$112,927	\$115,000

SUBMITTED BY:

Mike Welch, Treatment and Regulatory Manager

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

SUBJECT:

Forwarded from Georgetown Transportation Enhancement Corporation (GTEC):

Consideration and possible action to approve **Task Order TCI-20-010** to **Terracon Consultants** in the amount of **\$83,115.00** for **materials testing services** related to the **SE Inner Loop** (Austin to FM1460) **roadway expansion project** -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:

In October, both City Council and GTEC awarded a bid for the expansion of SE Inner Loop (Austin to FM1460) to 5 lanes. The contractor is actively mobilizing and is starting construction activities.

So as to ensure quality materials and construction methods, in addition to in-house inspection services, the city typically contracts with an independent third party materials testing firm on major capital projects.

Under this proposed scope of services, Terracon will provide materials testing of compacted subgrade, the base courses, and the asphalt pavement. They will also confirm quality on any reinforcing steel and poured concrete on the project. Terracon has provided similar services on dozens of city projects in the past, and staff recommends award of this task order.

BOARD RECOMMENDATION:

GTEC Board meeting was after the due date for Council items. GTEC's recommendation will be given at the dais.

FINANCIAL IMPACT:

Funds are available in GTEC's project budget.

SUBMITTED BY:

Wesley Wright

ATTACHMENTS:

Terracon Task Order - Materials Testing SE Inner Loop

CONTRACT ROUTING FORM

Contract No. TCI-20-010 Project No. _____ Bid No. _____ RFP No. _____

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

NAME OF CONTRACTOR: Terracon Consultants, Inc.

CONTRACT DESCRIPTION: Construction Materials Observation and Testing SE Inner Loop Austin Ave to FM 1460

CONTRACT VALUE: \$83,115

FUND / COST CENTER

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

SIGNATURES RECOMMENDING APPROVAL

Nicole Abrigo 8/6/2020

PURCHASING/CONTRACT COORDINATOR DATE

Abrigo 8/11/20

LEGAL DEPARTMENT DATE

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

APPROVED and EXECUTED

n/a

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

n/a

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

MAYOR/CITY SECRETARY ATTESTS (if applicable) DATE

FINAL PROCESSING

PURCHASING DATE

for Purchasing Use Only
Insurance Certificates: on file
Performance Bond: x
Payment Bond: x
Form 1295: 2020-651913

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

**Legal - Please sign and send back to Nicole
Department is getting this on council agenda. Will hold until the day of council meeting.**

TASK ORDER

Task Order No. TCI-20-010-TO,
consisting of 16 pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and Terracon Consultants, Inc. ("Engineer") for Professional Services – Task Order Edition, dated March 25, 2016 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Title: Construction Materials Observations and Testing SE Inner Loop Austin Ave to FM 1460
- B. Description: _____

- C. City of Georgetown Project Number: _____
- C. City of Georgetown General Ledger Account No.: _____
- E. City of Georgetown Purchase Order No.: _____
- F. Master Services Agreement, Contract Number: 2016-731-MSA

2. Services of Engineer

Refer to attached Terracon proposal number PAC201088, dated July 28, 2020 for Exhibit A – Schedule of Engineer's Services, Exhibit B – Schedule of Duties, Responsibilities, and Limitation of Authority of Resident Project Representative, and Exhibit C- Cost Estimate.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in the Agreement subject to the following: See attached Proposal for Construction Materials Observation and Testing Services – SE Inner Loop - Austin to FM1460, dated July 28, 2020.

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
<u>See Attached Proposal</u>	_____
<u>Dated 7/28/2020</u>	_____
_____	_____

TASK ORDER

5. **Payments to Engineer**

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

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum or Not to Exceed Amount of Compensation for Services</i>
<i>Basic Services Study and Report</i>	<i>Hourly Rates – see attached Proposal dated July 28, 2020</i>	<i>Not to Exceed \$83,115</i>

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

6. **Consultants:**

7. **Other Modifications to Agreement:**

8. **Attachments:**

9. **Documents Incorporated By Reference:** The Agreement effective March 25, 2016.

TASK ORDER

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

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

By: _____

Name: Dale Ross

Title: Mayor

Date: _____

By:  _____

Name: Jesse M. Kocher, P.E.

Title: Principal

Engineer License or Firm's
Certificate No. F-3272

State of: Texas

Date: _____

APPROVED AS TO FORM:

 _____

Skye Masson
City Attorney

TASK ORDER

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Joel Weaver

Title: Project Manager

Address: 300-1 Industrial Ave
Georgetown TX 78626

E-Mail
Address: Joel.Weaver@georgetown.org

Phone: 512-931-7689

Fax: 512-930-3556

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jesse M. Kocher, P.E.

Title: Principal

Address: 800 Paloma Drive, Ste. 150
Round Rock, TX 78665

E-Mail
Address: jesse.kocher@terracon.com

Phone: 512-891-2637

Fax: 512-442-1181



July 28, 2020

City of Georgetown
300-1 Industrial Ave
Georgetown, TX 78626

Attn: Joel Weaver
P: (512) 931-7698
E: joel.weaver@georgetown.org

Re: Construction Materials Observation and Testing Services
SE Inner Loop – Austin to FM 1460
SE Inner Loop & Austin Ave
Georgetown, TX
Terracon Consultants Inc. Proposal No. PAC201088

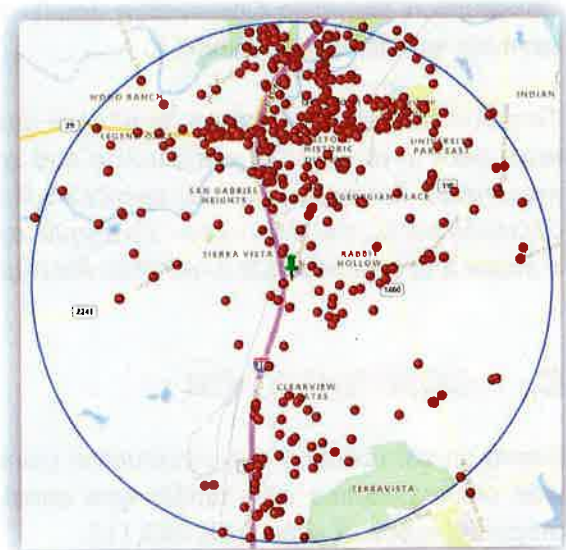
Dear Mr. Weaver,

Thank you for selecting Terracon Consultants Inc. to provide construction materials observation and testing services for the SE Inner Loop – Austin to FM 1460 project. As you know, Terracon provided the geotechnical engineering services for the project (Terracon Report No. 96195030 dated January 7, 2020). This proposal outlines our understanding of the scope of services to be provided by Terracon and includes unit fees for services we anticipate will be required for this project.

A. PROJECT INFORMATION

The proposed project is to include the reconstruction of SE Inner Loop between Austin Ave and FM 1460, approximately 5,700 linear feet of new pavement. This project will also include several concrete box culverts.

Terracon Projects within a 3-mile radius of the **subject site**



Terracon Consultants, Inc. 800 Paloma Dr. Ste. 150 Round Rock, Texas 78665
P [512] 628-8600 F [512] 442-1181 terracon.com



Geotechnical



Environmental



Construction Materials



Facilities

As you can see from the above map, Terracon has quite extensive experience near the project area.

Terracon prepared a scope of construction testing based our experience with similar size and type projects, available information, as well as review of the following documents:

- | | |
|--------------------------|--|
| ■ Civil Drawings: | Kasberg, Patrick & Associates (dated 06/22/20) |
| ■ Geotechnical Report: | Terracon (dated 01/07/20) |
| ■ Contractors Schedule: | Not Provided |
| ■ Statement of SI: | Not Provided |
| ■ Specifications Manual: | Kasberg, Patrick & Associates (dated 06/20) |

B. SCOPE OF SERVICE

Our anticipated scope of services for construction materials observation and testing will include the following field services identified in Chapter 17 of the 2015 issue of the International Building Code (IBC) and services that are not in the IBC:

- Earthwork
- Concrete
- Reinforcing Steel
- Asphalt

These services are described in greater detail in Exhibit B "Proposed Scope of Services for Construction Materials Observation and Testing". Our proposed scope of services and cost estimate are included in Exhibit C.

Terracon recommends the scope of work described in this proposal be reviewed by the design team prior to the start of construction and subsequently provided to the person(s) who will be responsible for scheduling our services. If the design team believes we need to increase or decrease our scope of services / trip frequency, we would be happy to work with you in developing a scope and cost estimate to address the requested scope changes.

C. COMPENSATION

Based on our review of the construction plans and information provided by the contractor along with our experience with similar type construction projects, our fee estimate to provide the proposed scope of services is \$83,115.

Charges for our services will be based on the quantities of services provided and the unit rates shown on the attached "Exhibit C." Additional services may be requested (but are not included in

Responsive ■ Resourceful ■ Reliable

the attached cost estimate) can be provided at the unit fees shown in the attached "Schedule of Services and Fees". The actual cost of our services will be determined by the construction schedule and the quantity of services provided.

For billing purposes, Terracon assumes that:

- Your designated scheduling representative will make good effort to provide clear notification to Terracon at least 24 hours (1 business day) prior to the desired on-site arrival time of our technicians to perform the requested observation / testing services (this is so we may schedule qualified personnel trained in the appropriate discipline), and
- The material(s) requested to be observed / tested are actually ready to be observed / tested upon our technician's arrival to the site (this is to eliminate / reduce any standby / equipment delay / etc. charges which could be incurred if the materials requested to be observed / tested are, in fact, not ready upon our technicians arrival to the site).

Please note that **we will only be on-site as you or your representative schedules our services**, and as our cost for services are most dependent on the contractor's schedule, our costs may vary accordingly. Any and all additional services outside of the scope listed in Section B of this proposal will be billed according to the attached fee schedule.

Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. ***In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated***

D. AUTHORIZATION

This proposal for services and accompanying Exhibits, Schedule of Services and Fees and the previously executed "Master Services Agreement between Owner and Engineer for Professional Services" (Contract No. 2016-731-MSA) dated March 25, 2016 shall constitute the terms and conditions for our services to be performed for this project. If you agree to the terms and conditions outlined in this proposal we understand that you will issue a task order for these services.

Responsive ■ Resourceful ■ Reliable

Proposal for Materials Observation and Testing Services

SE Inner Loop – Austin to FM 1460 ■ Georgetown, Texas

July 28, 2020 ■ Proposal No. PAC201088

Page 4



We appreciate the opportunity to provide this proposal and look forward to working with you and the rest of the project team.

Sincerely,

Terracon Consultants Inc.

(Firm Registration: TX F3272)

Harrison J. Schneider, E.I.T.
Field Engineer, Construction Services

Jesse M. Kocher, P.E.
Office Manager, Construction Services

KWL/JMK/MH
Attachments

Responsive ■ Resourceful ■ Reliable

EXHIBIT B
PROPOSED SCOPE OF SERVICES FOR
CONSTRUCTION MATERIALS OBSERVATION AND TESTING
SE INNER LOOP - AUSTIN TO FM 1460
TERRACON PROPOSAL NO. PAC201088

The proposed scope of services provided by Terracon is described below. The purpose of these services is to observe various components of the construction and conduct specific tests to determine whether the materials and construction comply with the project requirements. These services are designed to provide a level of quality assurance (QA) for the client and are not intended to replace quality control tests and procedures required by the contractors and their suppliers. Terracon requires a complete set of construction plans and specifications approved for construction and any addenda or revisions approved during the construction process that would affect the construction related to the requested QA services.

If additional services are needed to comply with the construction documents or the government entity for special inspection requirements, Terracon should be contacted and requested to modify our proposed scope and estimated cost. The contractor has the responsibility to be familiar with the project requirements and to contact Terracon a minimum of 24 hours (one business day) prior to the time our services will be required. Terracon is not responsible for providing specified services if the client does not authorize Terracon to provide the services or if the contractor does not provide adequate notification for our scheduling purposes.

Terracon provides construction materials testing and observation services for a majority of the items required by the international building code and government entities. A brief summary of the scope of services that Terracon provides (when authorized and requested) for the special inspection items is provided below. This scope is based on the International Building Code special inspection requirements with some modifications.

Terracon will provide construction observations and testing services requested by the client as described in our "Scope of Services" in general accordance with the normal standard of care. Our scope of services does not include any design, design review, construction safety, trench safety, construction supervision, or construction management services. Terracon personnel do not have the responsibility or authority to stop the contractor's work, or to accept or reject any construction materials or workmanship, even if they do not comply with the project requirements.

EXHIBIT B
PROPOSED SCOPE OF SERVICES FOR
CONSTRUCTION MATERIALS OBSERVATION AND TESTING
SE INNER LOOP - AUSTIN TO FM 1460
TERRACON PROPOSAL NO. PAC201088

A brief summary of scope of services that Terracon typically provides is shown below. This scope is based in part on the International Building Code special inspection requirements with some modifications.

1. **Earthwork** – The Terracon scope of services includes sampling and testing of soils, periodic observation of earthwork operations, and moisture-density testing of subgrade and compacted fills.
2. **Concrete** – The Terracon scope of services includes sampling concrete, conducting slump and concrete compressive strength tests. Terracon personnel do not have the authority to accept or reject concrete even if it does not comply with the project specifications. The contractor has the responsibility to reject concrete that does not comply with the specifications or is unsuitable for use. Terracon will typically make 4-inch diameter, 8-inch high cylinders for compressive strength testing whenever the aggregate size allows. When larger aggregate is used in the concrete or when the client requires 6-inch diameter, 12-inch high cylinders, a surcharge will be applied for each cylinder made and tested. We will rely on the contractor or his concrete supplier to provide adequate facilities for initial (and field) curing of test cylinders as required by ASTM C 31 test procedures.

The Terracon scope of services also includes spot observations of the formwork dimensions and the reinforcing steel size, spacing, and configuration on a periodic basis prior to concrete placement.

The Terracon scope of services does not include the following: continuous observation of concrete placement for proper application techniques, periodic observation of the maintenance of specified curing temperatures and/or techniques for constructed structures, review of the erection procedures and temporary bracing for precast concrete members or verification of in-situ concrete strength prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams and structural slabs.

3. **Reinforcing Steel** – The Terracon scope of services includes spot observations of the reinforcing steel size, spacing, and configuration prior to concrete placement.
4. **Asphalt** – The Terracon scope of services includes observation of the asphalt paving operations, sampling asphalt and conducting laboratory tests. These services may be provided on a part time or full time basis as authorized by the client. We assume that traffic control will be provided by others during coring operations, if necessary.

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EXHIBIT C
COST ESTIMATE FOR
CONSTRUCTION MATERIALS OBSERVATION AND TESTING
SE INNER LOOP - AUSTIN TO FM 1460
TERRACON PROPOSAL NO. PAC201088

Earthwork Observation/Testing				
Service	Quantity	Unit	Unit Rate	Estimate
Moisture/Density Curve (ASTM D698)	0	Each	\$ 190.00	\$ -
Moisture/Density Curve (ASTM D1557)	0	Each	\$ 200.00	\$ -
Add'l Charge for Coarse Aggregate Correction	0	Each	\$ 30.00	\$ -
Moisture/Density Curve (Tex-113-E)	2	Each	\$ 250.00	\$ 500.00
Moisture/Density Curve (Tex-114-E)	7	Each	\$ 190.00	\$ 1,330.00
Atterberg Limits (ASTM D4318)	9	Each	\$ 65.00	\$ 585.00
Sieve Analyses (ASTM C136 & C117)	9	Each	\$ 110.00	\$ 990.00
Field Nuclear Density (ASTM D6938)	350	Each	\$ 18.00	\$ 6,300.00
Technician, 70 trips	210	Hour	\$ 56.00	\$ 11,760.00
Technician, Overtime Rate	0	Hour	\$ 84.00	\$ -
Vehicle Trip Charge	70	Per Trip	\$ 50.00	\$ 3,500.00
Subtotal, Earthwork				\$ 24,965.00

This estimate is based on providing one density test per 250 linear feet of road base and fill.

Reinforcing Steel Observation				
Service	Quantity	Unit	Unit Rate	Estimate
Technician, Regular Rate	126	Hour	\$ 56.00	\$ 7,056.00
Technician, Overtime Rate	0	Hour	\$ 84.00	\$ -
Vehicle Trip Charge	35	Per Trip	\$ 50.00	\$ 1,750.00
Subtotal, Reinforcing Steel				\$ 8,806.00

This estimate is based on 35 trips for reinforcing steel observation.

Concrete Observation/Testing				
Service	Quantity	Unit	Unit Rate	Estimate
Technician (CIP Culverts), 35 trips	140	Hour	\$ 56.00	\$ 7,840.00
Technician, OT	0	Hour	\$ 84.00	\$ -
Concrete Cylinders, (ASTM C31 & C39)	175	Each	\$ 18.00	\$ 3,150.00
Vehicle Trip Charge	35	Per Trip	\$ 50.00	\$ 1,750.00
Vehicle Trip Charge (Cylinder Pick-Up)	35	Per Trip	\$ 50.00	\$ 1,750.00
Cylinder Pick-Up	84	Hour	\$ 56.00	\$ 4,704.00
Subtotal, Concrete				\$ 19,194.00

This estimate is based on 35 trips for concrete observation and testing. This estimate also includes 35 trips to the project site to pick up concrete test cylinders cast the previous day.

EXHIBIT C
COST ESTIMATE FOR
CONSTRUCTION MATERIALS OBSERVATION AND TESTING
SE INNER LOOP - AUSTIN TO FM 1460
TERRACON PROPOSAL NO. PAC201088

Asphalt Concrete Testing				
Service	Quantity	Unit	Unit Rate	Estimate
Molding Specimens	20	Per Set of 3	\$ 75.00	\$ 1,500.00
Bulk Specific Gravity	20	Per Set of 3	\$ 50.00	\$ 1,000.00
Maximum Theoretical Specific Gravity	20	Each	\$ 75.00	\$ 1,500.00
Extraction/Gradation	20	Each	\$ 200.00	\$ 4,000.00
Asphalt Technician, Regular Rate	100	Hour	\$ 60.00	\$ 6,000.00
Asphalt Technician, Overtime Rate	0	Hour	\$ 90.00	\$ -
Nuclear Density Gauge	0	Per Day	\$ 50.00	\$ -
Asphalt Coring	40	Each	\$ 95.00	\$ 3,800.00
Asphalt Core Thickness & Density	40	Each	\$ 50.00	\$ 2,000.00
Vehicle Trip Charge	40	Per Trip	\$ 50.00	\$ 2,000.00
Subtotal, Asphalt Concrete				\$ 21,800.00

This estimate is based on providing limited observation during paving operations with an assumed paving schedule of 20 days. This estimate is also based on collecting one bag sample per day of paving for laboratory testing and post-construction coring and laboratory testing of 2 cores per bag sample. We assume traffic control will be provided by others during coring operations, if necessary.

Project Management / Supervision / Administration / Scheduling				
Service	Quantity	Unit	Unit Rate	Estimate
Clerical	10	Hour	\$ 50.00	\$ 500.00
Principal Engineer	10	Hour	\$ 160.00	\$ 1,600.00
Project Manager	50	Hour	\$ 125.00	\$ 6,250.00
Subtotal, Project Management				\$ 8,350.00

ESTIMATE TOTAL	\$ 83,115.00
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SCHEDULE OF SERVICES AND FEES **CONSTRUCTION MATERIALS ENGINEERING**

Personnel

Principal, Officer, per hour	\$160.00
Senior Engineer, per hour	\$130.00
Project Engineer, per hour	\$125.00
Project Manager, per hour	\$125.00
Senior Engineering Technician, per hour	\$70.00
Construction Materials Technician, per hour	\$56.00
Clerical, per hour	\$50.00

Transportation

Vehicle, per trip (within 25 miles of Terracon office)	\$50.00
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A fuel surcharge may be added if fuel costs increase by more than 10% during the project duration.

Concrete Field Services

Technician, per hour	\$56.00
Technician, overtime rate, per hour	\$84.00
Post-Tension Observation, per hour	\$70.00
Post-Tension Observation, overtime rate, per hour	\$105.00

Concrete Tests

Cylinder compression test (ASTM C 31 & C 39), 4"x8", each	\$18.00
Cylinder compression test (ASTM C 31 & C 39), 6"x12", each	\$25.00
Beam flexural test (ASTM C 293 or C 78), each	\$70.00

Masonry Field Services

Masonry technician, per hour	\$60.00
Masonry technician, overtime rate, per hour	\$90.00
Compressive strength CMU block (ASTM C 140), each	\$150.00
CMU block absorption only (ASTM C 140), each	\$100.00
CMU Block prism compressive strength (ASTM C 1314), each	\$300.00
Compressive strength of grout prism (ASTM C 1019), each	\$40.00
Compressive strength of mortar cube (ASTM C 780 & C 109), each	\$20.00

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SCHEDULE OF SERVICES AND FEES **CONSTRUCTION MATERIALS ENGINEERING**

Soils Classification

Atterberg limits (ASTM D 4318), each	\$65.00
Sieve analysis (ATM C 136), each	\$85.00
Sieve analysis percent finer than #200 (ASTM C 117), each	\$55.00
Combined sieve analysis (ASTM C 136 and C 117)	\$110.00

Soils Laboratory Tests

Optimum moisture / maximum dry density relations (proctors)	
ASTM D698, each	\$190.00
ASTM D1557, each	\$200.00
Additional charge for Coarse Aggregate Correction (ASTM D4718)	\$30.00
TXDOT TEX 113E, each	\$250.00
TXDOT TEX 114E, each	\$190.00
Permeability (ASTM D 5084), each	\$425.00

Soils Field Services

In place density / moisture test, nuclear method (ASTM D6938),	
minimum 3, each	\$18.00
Field gradation of lime treated soil, each	\$55.00
Depth check of lime treated soil, each	\$25.00
Soil pH value (TEX 128E) each	\$25.00
Soils technician, per hour	\$56.00
Soils technician, overtime rate, per hour	\$84.00

Asphaltic Concrete Services

Asphalt technician, per hour	\$60.00
Asphalt technician, overtime rate, per hour	\$90.00
Molding specimens (TEX 206F), set of 3	\$75.00
Bulk specific gravity of lab molded specimens, set of 3	\$50.00
Bulk specific gravity of core specimen (TEX 207F), each	\$50.00
Maximum theoretical density (ASTM D 2041 or TEX 227F), each	\$75.00
Hveem stability (ASTM D 1560 or TEX 208F), set of 3	\$100.00
Extraction and Sieve Analysis (ASTM D 2172 or TEX 210F), each	\$200.00
Asphalt coring, each	\$95.00
Asphalt core thickness & density, each	\$50.00

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SCHEDULE OF SERVICES AND FEES **CONSTRUCTION MATERIALS ENGINEERING**

Drilled Pier

Senior technician, per hour	\$70.00
Senior technician, overtime rate, per hour	\$105.00

Wood Truss & Fire Stop

Senior Technician, per hour	\$70.00
Senior Technician, overtime rate, per hour	\$105.00

Structural Steel

Visual Inspection by CWI, per hour	\$100.00
Ultrasonic Testing by CWI, per hour	\$120.00
Ultrasonic Testing equipment, per day	Subcontractor's Cost + 15%
Ultrasonic Testing Trip Fee	Subcontractor's Cost + 15%

Reinforcing Steel Detection

Senior Technician, per hour	\$70.00
Senior Technician, overtime rate, per hour	\$105.00
Hilti Ferroskan equipment, per day	\$220.00

Reimbursable Expenses

Direct non-salary project expenses for "outside" services are billed at cost plus 15 percent for handling. These include but are not limited to the following: travel and lodging, external consultants, environmental analytical tests, drilling, special supplies, permits, equipment, sampling, field testing, on site facilities, clearing/grading contractors, water trucks, bulldozers, security forces, surveyors, traffic control or other support services.

Remarks

A four (4) hour minimum charge is applicable to all trips made for the performance of structural steel testing/inspection services, a minimum charge of two (2) hours will be assessed for trips to the project site for sample or cylinder pick up only and a three (3) hour minimum charge is applicable to all trips made for the performance of other testing, inspection, cancellations or consulting services.

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SCHEDULE OF SERVICES AND FEES CONSTRUCTION MATERIALS ENGINEERING

Remarks (continued)

All labor, equipment, and transportation charges are billed on a portal to portal basis from our office.

Overtime rates of 1.5 times the quoted hourly rate will be applicable for all time worked in excess of eight (8) hours per day, all time worked outside of daylight hours of 6:00 AM to 6:00 PM Monday through Friday, and all time worked on weekends and holidays.

Court appearances, depositions, etc. will be charged at 1.5 times the quoted hourly rate.

Unit fees for tests not listed will be quoted on request.

Rush testing and inspection services are subject to a surcharge (to be negotiated).

Engineering consultation and evaluation in connection with any laboratory testing or field inspection service will be charged at the appropriate rate.

Material samples should be submitted in a form that complies with applicable requirements.

Terracon will submit invoices for services on a monthly basis. Payment for services shall be made within 30 days of receipt of the invoice in accordance with the Terracon "Agreement for Consulting Services" or "Authorization To Proceed". Additional administrative charges may be applicable if the client requires other invoicing procedures or payment terms.

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

SUBJECT:

Public Hearing and First Reading of an Ordinance amending Ordinance No. 2019-69 and approving a First Amendment to and Partial Assignment of Development Agreement for Parkside on the River Subdivision --
Wayne Reed, Assistant City Manager

ITEM SUMMARY:

The attached ordinance adopts the "First Amendment to and Partial Assignment of Development Agreement Parkside on the River" ("First Amendment"), which amends the original Development Agreement with Parkside on the River approved by City Council on October 8, 2019 in the following three ways:

1. Assigns the rights and responsibilities under the original Development Agreement pertaining to approximately 254.399 acres of land from the original owner/developer to an affiliated entity.

As allowed under the original Development Agreement, HM Parkside, LP sold approximately 254.399 acres of land out of the project to an affiliate, HM Parkside Development, Inc., which is the entity that will be developing that land. Therefore, the First Amendment assigns the rights and responsibilities under the original Development Agreement pertaining to that land to HM Parkside Development, Inc. A copy of the Assignment and Assumption Agreement is attached to the First Amendment. As to the City, the original owner/developer is not released from its responsibilities by virtue of the assignment; so both the original owner/developer and the affiliate/assignee are jointly and severally responsible to the City for complying with the terms and conditions of the Development Agreement.

2. Revises the allowed method for conveying the School Tract to GISD.

The original Development Agreement required the School Tract to be conveyed to GISD after it had been subdivided. However, the original owner/developer and GISD have already entered into a transaction conveying the School Tract before it has been subdivided (i.e., by metes and bounds rather than by plat, block, and lot). The City staff does not object. The other terms and provisions in the original Development Agreement relating to the School Tract are unchanged.

3. Extends the closing date for transfer to the City of the Fire Station Tract from November 2020 until February 2021; approves placement of a public utility easement along the FM 2243 frontage of the Fire Station Tract.

The original Development Agreement gave the original owner/developer one year from the effective date to transfer the Fire Station Tract to the City. However, additional time was needed to evaluate a request to place a public utility easement along the FM 2243 frontage of the Fire Station Tract to accommodate underground utilities. The City staff has confirmed that its planned fire station improvements will not be adversely affected by the new public utility easement. A sketch of the location of the new easement is attached to the First Amendment. The additional time to close will allow the parties to assemble and approve all of the required closing documents.

ATTACHMENTS:

1. Ordinance
2. First Amendment to and Partial Assignment of Development Agreement Parkside on the River, including the following exhibits:
 - Exhibit A – Description of Initial Development Property (the 254.399 acres)
 - Exhibit B – Assignment and Assumption Agreement
 - Exhibit C – Public Utility Easement over Fire Station Tract (surveyor's sketch)

FINANCIAL IMPACT:

SUBMITTED BY:

Danella Elliott

ATTACHMENTS:

Ordinance

First Amend to DA - Parkside

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING ORDINANCE NO. 2019-69 AND APPROVING A “FIRST AMENDMENT TO AND PARTIAL ASSIGNMENT OF DEVELOPMENT AGREEMENT FOR PARKSIDE ON THE RIVER SUBDIVISION,” REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on October 8, 2019, by City Council Ordinance No. 2019-69, the City Council approved the “Development Agreement for Parkside on the River Subdivision” dated to be effective on November 19, 2020, and recorded under Document No. 2019117441, Official Public Records of Williamson County, Texas. (the “Original Development Agreement”); and

WHEREAS, the “First Amendment to and Partial Assignment of Development Agreement for Parkside on the River” attached as **Attachment 1** amends the Original Development Agreement to address changed circumstances with regard to the School Tract and the Fire Station Tract, and recognizes the assignment of the rights and obligations under the Original Development Agreement as to approximately 254.399 acres of land in the proposed development to an Authorized Assignee (as those terms are defined in the Original Development Agreement).

WHEREAS, the City Council of the City of Georgetown finds that it has the authority approve the First Amendment to and Partial Assignment of Development Agreement for Parkside on the River pursuant to Section 212.172 of the Texas Local Government Code; and

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

Section 1. The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this ordinance complies with the Vision Statement of the City of Georgetown 2030 Comprehensive Plan.

Section 3. The First Amendment to and Partial Assignment of Development Agreement for Parkside on the River in substantially the form attached hereto as **Attachment 1** is approved by the City Council and incorporated into this ordinance for all purposes by this reference.

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

Section 5. The Mayor is hereby authorized to execute this ordinance and the First Amendment to and Partial Assignment of Development Agreement for Parkside on the River attached here to as **Attachment 1** and the City Secretary to attest. The First Amendment to and Partial Assignment of Development Agreement and this Ordinance shall become effective in accordance with the provisions of the Charter of the City of Georgetown.

Attachments:

Attachment 1 – First Amendment to and Partial Assignment of Development Agreement for Parkside on the River, including the following Exhibits:

Exhibit A – Description of Initial Development Property (the 254.399 acres)

Exhibit B – Assignment and Assumption Agreement

Exhibit C – Public Utility Easement over Fire Station Tract (surveyor's sketch)

PASSED AND APPROVED ON FIRST READING ON THE 10TH DAY OF NOVEMBER 2020.

PASSED AND APPROVED ON SECOND READING ON THE 24TH DAY OF NOVEMBER 2020.

ATTEST:

THE CITY OF GEORGETOWN:

Robyn Densmore, City Secretary

_____, Mayor

APPROVED AS TO FORM:

Skye Masson, City Attorney

STATE OF TEXAS	§	FIRST AMENDMENT TO
	§	AND PARTIAL ASSIGNMENT OF
COUNTY OF WILLIAMSON	§	DEVELOPMENT AGREEMENT
	§	PARKSIDE ON THE RIVER
CITY OF GEORGETOWN	§	SUBDIVISION

THIS FIRST AMENDMENT TO AND PARTIAL ASSIGNMENT OF DEVELOPMENT AGREEMENT (this "*First Amendment*") is entered into as of _____, 2020 by and between the City of Georgetown, Texas, a Texas home-rule municipality located in Williamson County, Texas ("*City*"), HM Parkside, LP, a Texas limited partnership ("*Primary Owner*"), HM Parkside Development, Inc., a Texas corporation affiliated with Primary Owner ("*HM Development*") and HM CR 176-2243, LP, a Texas limited partnership affiliated with Primary Owner ("*Affiliated LP*").

RECITALS:

- A. City, Primary Owner and Affiliated LP entered into the Development Agreement Parkside on the River Subdivision (the "*Original Development Agreement*"), dated as of November 19, 2020, and recorded under Document No. 2019117441, Official Public Records of Williamson County, Texas. HM Development is an Authorized Assignee under the Original Development Agreement.
- B. Primary Owner has conveyed to HM Development the real property described on **Exhibit A** to this First Amendment via that certain Assumption Special Warranty Deed, dated as of June 25, 2020, and recorded under Document No. 2020068300, Official Public Records of Williamson County, Texas (the "*Initial HM Development Property*").
- C. Primary Owner wishes to assign to HM Development all rights and obligations of Primary Owner under the Original Development Agreement, as amended by this First Amendment, as to the Initial HM Development Property.
- D. City, Primary Owner, Affiliated LP and HM Development wish to make the modifications to the Original Development Agreement set out below. Hereafter, the term "*Agreement*" shall mean and refer to the Original Development Agreement as amended by this First Amendment.

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City, Primary Owner, Affiliated LP and HM Development hereby agree as follows:

1. Partial Assignment and Assumption Agreement. Pursuant to the Partial Assignment and Assumption Agreement attached as **Exhibit B** to this First Amendment, Primary Owner assigned to HM Development, and HM Development accepted, assumed and agreed to perform, all rights and obligations of Primary Owner under the Agreement as to the Initial HM Development Property. Primary Owner retained all rights and obligations under the Agreement not assigned to HM Development thereunder.
2. Amendments to the Original Development Agreement. The Original Development Agreement is amended as follows:

- a. Section 3.05(a)(1). . Section 3.05(a)(1) of the Original Development Agreement (regarding the means of conveyance of the School Tract) is hereby repealed and replaced with the following:

3.05(a) School Tract

(1) The School Tract may be conveyed to GISD by metes and bounds before a final plat is recorded.

. . .

- b. Section 3.05(b). Primary Owner confirms receipt of City's timely request under Section 3.05(b) of the Original Development Agreement to acquire the Fire Station Tract. Section 3.05(b) of the Original Development Agreement (pertaining to the Fire Station Tract) is hereby repealed and replaced with the following:

3.05(b) Fire Station Tract. As of the Effective Date, the Property is within the jurisdictional boundaries of ESD and the City provides certain fire services to ESD by contract. Primary Owner has provided the City, and the City has accepted, the Existing Phase 1, which includes the Fire Station Tract. Primary Owner confirms that City timely requested to acquire the Fire Station Tract; therefore, Primary Owner will convey a fee simple interest in the Fire Station Tract to the City or to ESD (as the City may direct in its sole discretion) on or before

February 5, 2021; provided the City advises Primary Owner which entity will acquire the Fire Station Tract within 30 days after Primary Owner's request. The City has no obligation to acquire the Fire Station Tract, but if the City does not accept conveyance of the Fire Station Tract (to either the City or ESD) on or before January 15, 2021, Primary Owner's obligation to convey the Fire Station Tract as described in this **Section 3.05(b)** will terminate and Primary Owner may Develop the Fire Station Site as a Commercial Development Area under this Agreement. Primary Owner will convey the Fire Station Tract by special warranty deed, subject only to the standard, pre-printed exceptions that are part of the promulgated form of Texas title insurance policies, the Permitted Exceptions applicable to the Fire Station Tract, the Use Restrictions, the public utility easement dedicated to Pedernales Electric Cooperative, Inc., over and across the portion of the Fire Station Tract attached as **Exhibit C** to this First Amendment in a form acceptable to the City Attorney, and such other exceptions as may be acceptable to the City Attorney, in the City Attorney's reasonable discretion. The City may not require any restriction on the use of the Fire Station Tract be placed on any final plat. The Fire Station Tract will be subject to the same restrictions as to architectural control and maintenance as apply to the Commercial Development Areas but the owner of the Fire Station Tract will not be subject to assessment by an HOA so long as the Fire Station Tract is being used for any of the uses permitted by the Use Restrictions. Development on the Fire Station Tract will comply with the Non-Residential standards of Chapter 8 of the UDC. Primary Owner will provide a policy of title insurance to the City or ESD reflecting a value of \$110,000.00, subject only to the standard pre-printed exceptions that are part of the promulgated form of Texas title insurance policies, the Permitted Exceptions applicable to the Fire Station Tract, the Use Restrictions, the public utility easement dedicated to City over and across the portion of the Fire Station Tract attached as **Exhibit C** to this First Amendment, and such other exceptions as may be acceptable to the City Attorney, in the City Attorney's reasonable discretion. The recording costs, preparation of conveyance documents, and cost of the title policy required by this **Section 3.05(b)** shall be at no cost to the City, such costs being the responsibility of Primary Owner. If, after the Effective Date, the City ceases to have a contractual relationship with ESD, the City will ensure ESD (if not the owner of the Fire Station Site) continues to have the right to use the Fire Station Site (whether through

conveyance of the Fire Station Site to ESD or a lease of the Fire Station Site to ESD or other contractual arrangement, as the City and ESD may elect).

- c. Section 11.08. Section 11.08 of the Original Development Agreement (pertaining to Notices) is hereby repealed and replaced with the following:

11.08. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) facsimile, 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:

Owner: HM Parkside, LP
HM CR 176-2243, LP
HM Parkside Development, Inc.
1011 N. Lamar Blvd.
Austin, Texas 78703
Attn.: Blake J. Magee

With a required copy to:

Hurst, Savage & Vanderburg, LLP
814 W. 10th Street
Austin, Texas 78701
Attn.: Ann Engles Vanderburg

City: City Manager
City of Georgetown
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

With a required copy to:

City Attorney
City of Georgetown
809 Martin Luther King Jr. St.
Georgetown, Texas 78626

3. Defined Terms. Capitalized terms used in this First Amendment that are not otherwise defined shall have the meanings set forth in the Original Development Agreement.
4. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which, taken together, shall constitute one and the same instrument. The signature of any party hereto to any counterpart hereof shall be deemed a signature to, and may be appended to, any other counterpart hereof.
5. Recording. This First Amendment will be recorded in the Official Records of Williamson County, Texas by Primary Owner at Primary Owner's expense.

[Signature Pages to Follow]

CITY OF GEORGETOWN, TEXAS

By:_____

Printed Name:_____

Title: Mayor

ATTEST:

By:_____

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____

Skye Masson, City Attorney

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____, 2020, by _____, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(seal)

Notary Public State of Texas

HM PARKSIDE, LP, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation, General Partner

By: _____
Blake J. Magee, President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2020, by Blake J. Magee, President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of HM PARKSIDE, LP, a Texas limited partnership, on behalf of said corporation and partnership.

(seal)

Notary Public State of Texas

HM CR 176-2243, LP, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation, General Partner

By: _____
Blake J. Magee, President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2020, by Blake J. Magee, President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of HM CR-176-2243, LP, a Texas limited partnership, on behalf of said corporation and partnership.

(seal)

Notary Public State of Texas

HM PARKSIDE DEVELOPMENT, INC., a
Texas corporation

By: _____
Blake J. Magee, President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2020, by Blake J. Magee, President of HM PARKSIDE DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

(seal)

Notary Public State of Texas

EXHIBIT A
Initial HM Development Property

The "Initial HM Development Property" consists of the following two tracts of land:

Tract 1: 58.791 acres of land, more or less, in the Key West Irrigation Co. Survey, Abstract No. 711, the I.&G.N.R.R. CO. Survey, Abstract No. 744, and the J.D. Johns Survey, Abstract No. 365, Williamson County, Texas; being a portion of a certain called 1,143.511 acre tract designated as Tract 1 and described in the Special Warranty Deed to HM PARKSIDE, LP. by deed of record in Document Number 2018114043 of the Official Public Records of Williamson County, Texas, and being more particularly described as by metes and bounds as "Tract 1" in the Assumption and Special Warranty Deed dated June 25, 2020 recorded as Document Number 2020068300 in the Official Public Records of Williamson County, Texas.

TRACT 2: 195.608 acres of land, more or less, located in the J. Thompson Survey, Abstract No. 608 in Williamson County, Texas; being a portion of a certain called 1,143.511 acre tract designated as "Tract 1" and described in the Special Warranty Deed to HM PARKSIDE, LP. by deed of record in Document Number 2018114043 of the Official Public Records of Williamson County, Texas, and being more particularly described as by metes and bounds as "Tract 2" in the Assumption and Special Warranty Deed dated June 25, 2020 recorded as Document Number 2020068300 in the Official Public Records of Williamson County, Texas.

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is made to be effective as of the date set forth below (the “Effective Date”), between HM Parkside, LP, a Texas limited partnership (“Assignor”), and HM Parkside Development, Inc., a Texas corporation affiliated with Assignor (“Assignee”). Assignor and Assignee are collectively referred to in this Assignment as the “Parties” and singularly as a “Party”.

A. Assignor is the "Primary Owner" under that certain "Development Agreement Parkside on the River Subdivision" ("Original Development Agreement"), dated as of November 19, 2020, and recorded under Document No. 2019117441, Official Public Records of Williamson County, Texas, as amended by that certain "First Amendment to Development Agreement Parkside on the River ("First Amendment") among Assignor, Assignee, the City of Georgetown, Texas (the "City"), and HM CR 176-2243, LP, a Texas limited partnership affiliated with Assignor ("Affiliated LP"), pertaining to the Property (as that term is defined in the Original Development Agreement). The Original Development Agreement as amended by the First Amendment are collectively referred to herein as the "Development Agreement."

C. On June 25, 2020, Assignor transferred and conveyed, and Assignee acquired, that certain portion of the Property more particularly described on the attached **Exhibit "A"** referred to as the "Initial HM Development Property" in the First Amendment.

NOW THEREFORE, for and in consideration of the covenants and agreements contained in this Assignment and other good and valuable consideration, the receipt and legal

EXHIBIT B
Partial Assignment and Assumption Agreement
(for Initial HM Development Property)

sufficiency of which are hereby acknowledged, Assignor and Assignee agree and act as follows:

1. Partial Assignment. Subject to the terms, conditions and limitations of this Assignment, Assignor hereby transfers, assigns and delegates to Assignee, on a non-exclusive basis in common with Assignor, Assignor's rights, title, obligations and interests in, to and under the Development Agreement as to the portion of the Property owned by Primary Owner (collectively, the "*Transferred Rights and Obligations*"), so that from and after this Partial Assignment, Assignor and Assignee are jointly and severally responsible to City for the Transferred Rights and Obligations.

2. Assumption. Assignee hereby assumes all the Transferred Rights and Obligations but as between Assignor and Assignee, Assignee agrees to perform those of the Transferred Rights and Obligations applicable to the Initial HM Development Property and Assignor agrees to perform those of the Transferred Rights and Obligations applicable to the portions of the Property owned by Assignor. Assignee's assumption of the Transferred Rights and Obligations as provided in this Assignment constitutes Assignee's promise to perform Assignor's duties and obligations under the Development Agreement with respect to the Transferred Rights and Obligations.

3. Retained Rights and Obligations. Assignor retains all rights, title, interest and obligations under the Development Agreement and a non-exclusive right in and to the Transferred Rights and Obligations.

4. Notice. All notices, requests or other communications required or permitted by this Assignment shall be in writing and shall be sent by (i) facsimile, 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:

<u>Assignor and Assignee:</u>	HM Parkside, LP HM Parkside Development, Inc. 1011 N. Lamar Blvd. Austin, Texas 78703 Attn.: Blake J. Magee
-------------------------------	---

With a required copy to:

Hurst, Savage & Vanderburg, LLP

EXHIBIT B
Partial Assignment and Assumption Agreement
(for Initial HM Development Property)

814 W. 10th Street
Austin, Texas 78701
Attn.: Ann Engles Vanderburg

5. Defined Terms. All capitalized terms used in this Assignment that are not otherwise defined shall have the meanings set forth in the Development Agreement.

6. Binding Effect. This Assignment will run with the Initial HM Development Property and be binding upon Assignee and its authorized successors and assigns; provided, however, that, Assignee's assumption of rights, duties and obligations will not be binding on or create any encumbrance to title as to any End-Buyer of a fully developed and improved Lot within the Initial HM Development Property, except for land use and development regulations and the obligation to pay standard application fees and charges for City services that are applicable to the Lot.

7. Term. This Assignment shall remain in effect for until termination of the Development Agreement.

8. Execution. To facilitate execution, this Assignment may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Assignment the signature pages taken from separate, individually executed counterparts of this Assignment may be combined to form multiple fully executed counterparts and a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this Assignment will be deemed to be originals, but such counterparts, when taken together, will constitute one and the same instrument.

9. Recordation; Copy to City. This Assignment will be recorded in the Official Public Records of Williamson County, Texas by Assignor at Assignor's expense. Assignor will provide a copy of the recorded Assignment to the City.

10. Effective Date. The Effective Date of this Assignment shall be the latest date accompanying the signature lines below.

(Signature Pages Follow)

ASSIGNOR:

HM PARKSIDE, LP, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation, General Partner

By: _____
Blake J. Magee, President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2020, by Blake J. Magee, President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of HM PARKSIDE, LP, a Texas limited partnership, on behalf of said corporation and partnership.

(seal)

Notary Public State of Texas

ASSIGNEE:

HM PARKSIDE DEVELOPMENT, INC., a
Texas corporation

By: _____
Blake J. Magee, President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of
_____, 2020, by Blake J. Magee, President of HM PARKSIDE
DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

(seal)

Notary Public State of Texas

County: Williamson
Project: Parkside on the River
Job No.: A191301
MB No.: 20-027

FIELD NOTES FOR 0.100 ACRES (4,366.8 S.F.)

Being a tract of land containing 0.100 acres of land located in the J. Thompson Survey, Abstract Number 608 in Williamson County, Texas. Said 0.100 acre tract being out of the remainder of a called 1,143.511 acre tract of land recorded in the name of HM Parkside, LP in Document Number 2018114043, O.P.R.W.C. Said 0.100 acres being more particularly described by metes and bounds as follows (*bearings are referenced to the Texas Coordinate System, NAD 1983, Central Zone*):

Commencing at the southeasterly corner of said remainder tract and the southwesterly corner of a called 77.902 acre tract of land recorded in the name of Edwin H. Vale, Jr. in Document Number 2017014736, O.P.R.W.C., also being on the northerly Right-of-Way (R.O.W.) line of F.M. 2243 (80' wide);

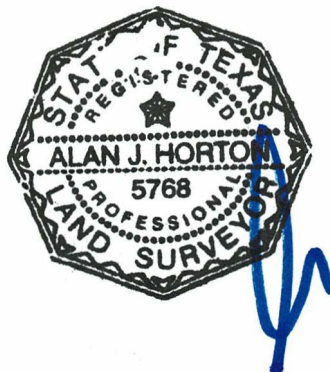
Thence, with the easterly line of said remainder tract and the westerly line of said 77.902 acre tract, North 20 degrees 54 minutes 54 seconds West, a distance of 65.00 feet to the **Point of Beginning** of the herein described tract;

Thence, through and across said remainder tract the following three (3) courses and distances;

1. South 69 degrees 01 minutes 48 seconds West, a distance of 291.11 feet;
2. North 20 degrees 58 minutes 10 seconds West, a distance of 15.00 feet;
3. North 69 degrees 01 minutes 48 seconds East, a distance of 291.13 feet to the easterly line of said remainder tract and the westerly line of said 77.902 acre tract;

Thence, with the easterly line of said remainder tract and the westerly line of said 77.902 acre tract, South 20 degrees 54 minutes 54 seconds East, a distance of 15.00 feet to the **Point of Beginning** containing 0.100 acres (4,366.8 S.F.).

GBI Partners, LP
TBPLS Firm No. 10194150
Ph: 512-296-2675
October 12, 2020





SCALE: 1" = 100'

J. THOMPSON SURVEY, A-608

EDWIN H. VALE, JR.
71.9021 ACRES
DOCUMENT NUMBER
2017014736, O.P.R.W.C.REMAINDER PORTION
HM PARKSIDE, LP
1,146.591 ACRES
DOCUMENT NUMBER
2018114043, O.P.R.W.C.0.100 ACRES
(4,366.8 S.F.)

P.O.B.

N20°54'54"W
85.00'

P.O.C.

15.00'
291.13'
291.11'
30' WATER LINE EASEMENT
W.C.C.F. NO. 2005040893
15' UTILITY EASEMENT, W.C.C.F. NO. 199955406F.M. 2243
(80' WIDE)

Bearings are referenced to the Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS observations. Distances are surface values.

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
O.P.R.W.C. = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY

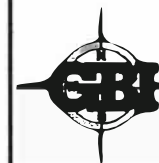
GBI Partners, L.P.

Alan Jay Horton
Registered Professional Land Surveyor
Texas Registration No. 5768

EXHIBIT OF

0.100 ACRES (4,366.8 S.F.)

Being out of the remainder of a called 1,143.511 acre tract of land recorded in the name of the HM Parkside, LP in Document Number 2018114043, Official Public Records, Williamson County, Texas (O.P.R.W.C.).

Located in the J. Thompson Survey, A-608
Williamson County, Texas**GBI PARTNERS**

LAND SURVEYING CONSULTANTS

7696 183-A, BUILDING 2, STE. A • LEANDER, TX 78641

PHONE: 281-499-4539 • WWW.GBISURVEY.COM

TBPLS # 10194150 • TBPE # F17284

SCALE: 1" = 100'

JOB NO. 191301

DATE: 10-12-2020

CREW CHIEF: N/A

FIELD BOOK: N/A

DWG.: PS-FS-PUE

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

SUBJECT:

Public Hearing and First Reading of an Ordinance for the **voluntary annexation** and the **initial zoning designation** of **Residential Estate (RE)** upon annexation, of an approximate **6.478 acre** tract of land located in the David Wright Survey, Abstract 13, being all of Lots 13 and 15, Serenada Country Estates Unit One Subdivison, generally located at **109 and 111 Serenda Drive** -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

Overview of Applicant's Request:

The applicant has requested to annex a 5.22-acre tract of land along with 0.768-acres of Serenada Drive, for a total of 6.478-acres. As part of this annexation request, the applicant has also requested the property to be annexed with the zoning district of Residential Estate (RE). The applicant intends on subdividing the 5.22 acres into five lots to be used for residential purposes.

Staff's Analysis:

Staff has reviewed the Zoning Map Amendment request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed request meets the 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 and registered neighborhood associations within a 300-foot radius of the subject property were notified of the Zoning Map Amendment request (20 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (November 1, 2020) and signs were posted on-site. To date, staff has received 0 written comments in favor, and 2 in opposition to the request (Exhibit 6).

Annexation and Zoning Meeting Schedule:

- 10/17/2020 – City Council Approves Municipal Services Agreement - COMPLETED
- 11/17/2020 - P&Z Public Hearing & Recommendation on Initial Zoning - COMPLETED
- 11/24/2020 – City Council Public Hearing and First Reading of Ordinance
- 12/8/2020 – City Council Second Reading of Ordinance

FINANCIAL IMPACT:

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

SUBMITTED BY:

Michael Patroski, Planner

ATTACHMENTS:

2020-8-ANX - P&Z Staff Report

Exhibit 1- Location Map

Exhibit 2- Future Land Use Map

Exhibit 3-Zoning Map

Exhibit 4- Design and development standards of the RE

Exhibit 5- Letter of Intent

Exhibit 6 - Public Comments
Presentation
ordinance

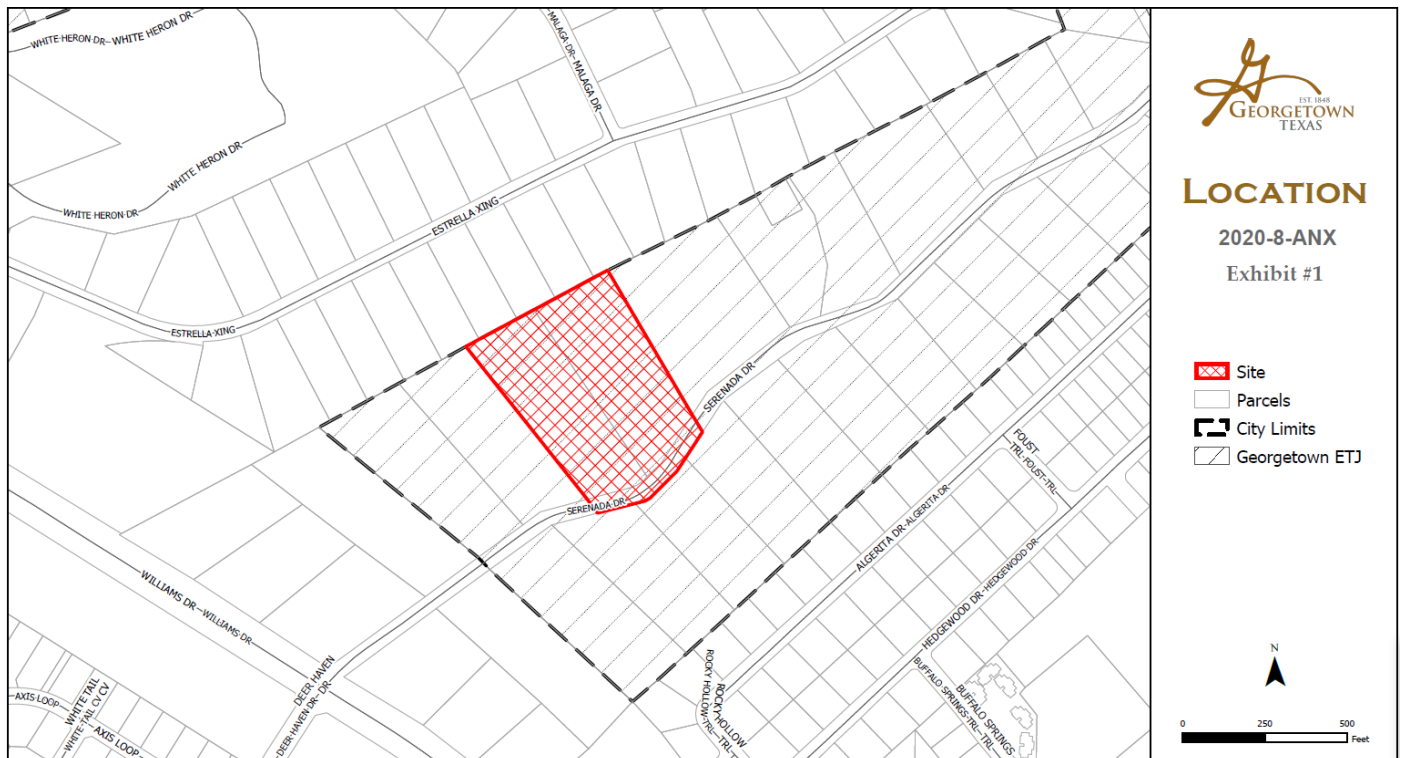


Planning and Zoning Commission Planning Department Staff Report

Report Date: November 13, 2020
Case No: 2020-8-ANX
Project Planner: Michael Patroski, Planner

Item Details

Project Name: Replat of Lots 13 and 15 Serenada Country Estates Unit One
Project Location: 109 & 111 Serenada Drive, within City Council district No. 5 (upon annexation)
Total Acreage: 6.478
Legal Description: 6.478 acres tract of land located in the David Wright Survey, Abstract 13
Applicant: Serenada Capital LP, c/o Jay Gantt
Property Owner: Steger Bizzell, c/o David Platt
Request: Zoning Map Amendment to rezone the subject property Residential Estate (RE) upon Annexation.
Case History: This is the first public hearing of this request. The subject property (5.22-acres) along with 0.768-acres of Serenada Drive are currently under consideration for Annexation.



Planning Department Staff Report

Overview of Applicant's Request

The applicant has requested to annex a 5.22-acre tract of land along with 0.768-acres of Serenada Drive, for a total of 6.478-acres. As part of this annexation request, the applicant has also requested the property to be annexed with the zoning district of Residential Estate (RE). The applicant intends on subdividing the 5.22 acres into five lots to be used for residential purposes.

Site Information

Location:

The subject property is located at 109 & 111 Serenada Drive, and it is currently vacant.

Physical and Natural Features:

The subject property is predominately flat with moderate-density tree coverage throughout the 5.22-acres.

Future Land Use and Zoning Designations:

The subject property has an existing Future Land Use designation of Neighborhood and is currently located within the City of Georgetown's Extra Territorial Jurisdiction (ETJ).

Surrounding Properties:

The subject property is located along Serenada Drive, an estimated 990' west of Williams Drive. The subject property has ETJ residential development to the east, west, and south across Serenada Drive. The subject property is also directly adjacent to the Estrella Crossing Subdivision to the north, a Planned Unit Development (Ord 2007-32) with a base zoning district of Residential Single-Family (RS).

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

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	Planned Unit development (PUD) with a base of Residential Single-Family (RS), (Ord 2007-32)	Neighborhood	Residential (Estrella Crossing Subdivision)
East	ETJ	Neighborhood	Residential
South	ETJ	Neighborhood	Residential
West	ETJ	Neighborhood	Residential



Property History:

Staff received a submittal request for the subject property to be annexed and zoned Residential Estate (RE) on July 20, 2020. The proposed annexation's Municipal Service Agreement was approved by City Council October 13, 2020.

Comprehensive Plan Guidance

Future Land Use Map:

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

Target Ratio: 10% nonresidential, 90% residential

Primary Use: Traditional detached single-family homes

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

Planning Department Staff Report

Utilities

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

Transportation

The subject property has an estimated 432.2' of frontage along Serenada Drive, an Existing Major Collector.

Major collectors are streets are intended to balance traffic between arterial streets and local streets. These streets tend to carry a high volume of traffic over shorter distances, providing access and movement between neighborhoods, parks, schools, retail areas and the arterial street system.

Proposed Zoning district

The Residential Estate (RE) district is intended for areas of very low density single-family residential use and associated uses. The district has a lot size minimum of one acre to retain a rural character and is appropriate where topography or lack of public utilities and services may necessitate a low density.

Permitted land uses within the district include detached single-family, group homes with six residents or less, and minor utilities. Elementary schools, churches, neighborhood amenity centers, and golf courses are permitted subject to specific design limitations to ensure compatibility with the surrounding properties. Other uses such as accessory dwelling units, bed and breakfasts, group day cares, and youth or senior activity centers may be permitted subject to approval of a Special Use Permit (SUP). Exhibit 4 contains a comprehensive list of RE district permitted uses and development standards.

Intergovernmental and Interdepartmental Review

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

Approval Criteria

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

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	Complies
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	

Planning Department Staff Report

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
Commission and City Council. This application was reviewed by staff and deemed to be complete.	
2. The zoning change is consistent with the Comprehensive Plan.	Complies
<p>The 2030 Comprehensive Plan depicts the Future Land Use of this property as Neighborhood, which possess a traditional single-family detached focused with a density of less than or equal to five (5) dwelling units an acre. As stated in the applicant's letter of intent, the applicant proposes to subdivide the 5.22-acre subject property into five (5) lots. If split evenly this would result in each lot being 1.044 acres in size, thus resulting in a density close to one (1) dwelling unit an acre. This proposed subdivision of land appears to be in line with the intended DUA density of the Neighborhood Future Land Use designation.</p> <p>In addition, Future Land Use Policy #1 of the 2030 Comprehensive Plan Amendment is to Encourage a balanced mix of residential, commercial, and employment uses at varying densities and intensities to reflect a gradual transition from urban to suburban to rural development. The proposed rezoning request, should it be approved, would bring an additional density to the area that is between the less intense residential uses found along Serenada Drive (+2-acre residential properties), and the more intense residential uses found within the corporate city limits to the north (5,500 sq.ft. minimums)</p>	
3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	Complies
<p>The proposed zoning will promote the orderly development of land and provide continuous residential development along Serenada Drive. Developing the subject property for residential single-family detached uses, at a similar density than the surrounding residential neighborhoods, will not negatively affect the health, safety or general welfare of the area.</p>	
4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	Complies
<p>The proposed zoning is compatible with the character of the neighborhood and surrounding areas. The adjacent properties are platted residential single-family lots or large tract with single-family residences. Serenada Drive currently has General Commercial (C-3) and Local Commercial (C-1) near the Serenada Drive and Williams Drive intersection then blends into residential development as it moves further east along Serenada Drive. The proposed zoning would not disturb the current development pattern of Serenada Drive.</p>	
5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.	Complies
<p>If the subject property is rezoned to Residential Estate (RE) the current two lot configuration and five lot subdivision proposal, would both be of adequate size to meet all UDC requirements for Residential Estate (RE) development.</p>	

Based on the findings listed above, staff finds that the requested Residential Estate (RE) zoning district complies with the approval criteria for a Zoning Map Amendment. The proposed zoning district appears to be appropriate within the Future Land Use designation of Neighborhood (NE) based on the envisioned density and character of this designation. In addition, it is compatible and facilitates a transition in densities from those typically seen within the extraterritorial jurisdiction (ETJ) and what is permitted within the city limits.

Planning Department Staff Report

Meetings Schedule

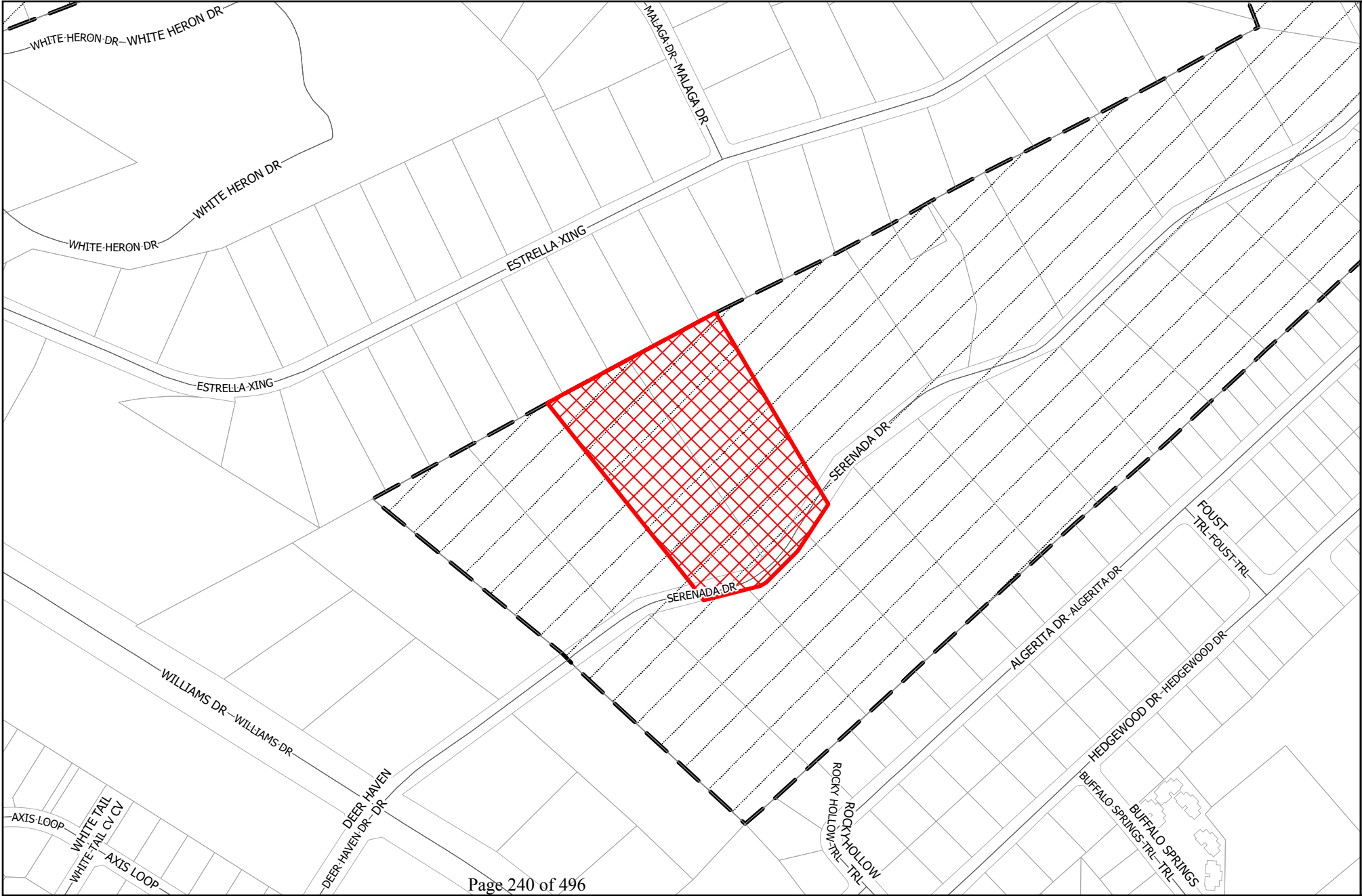
11/17/2020 – Planning and Zoning Commission
11/24/2020 – City Council First Reading of the Ordinance
12/8/2020 – City Council Second Reading of the Ordinance

Public Notification

As required by the Unified Development Code, all property owners and registered neighborhood associations within a 300-foot radius of the subject property were notified of the Zoning Map Amendment request (20 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (November 1, 2020) and signs were posted on-site. To date, staff has received 0 written comments in favor, and 2 in opposition to the request (Exhibit 6).

Attachments

Exhibit 1 – Location Map
Exhibit 2 – Future Land Use Map
Exhibit 3 – Zoning Map
Exhibit 4 – Design and development standards of Residential Estate (RE)
Exhibit 5 – Letter of Intent
Exhibit 6 – Public Comments

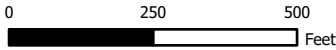


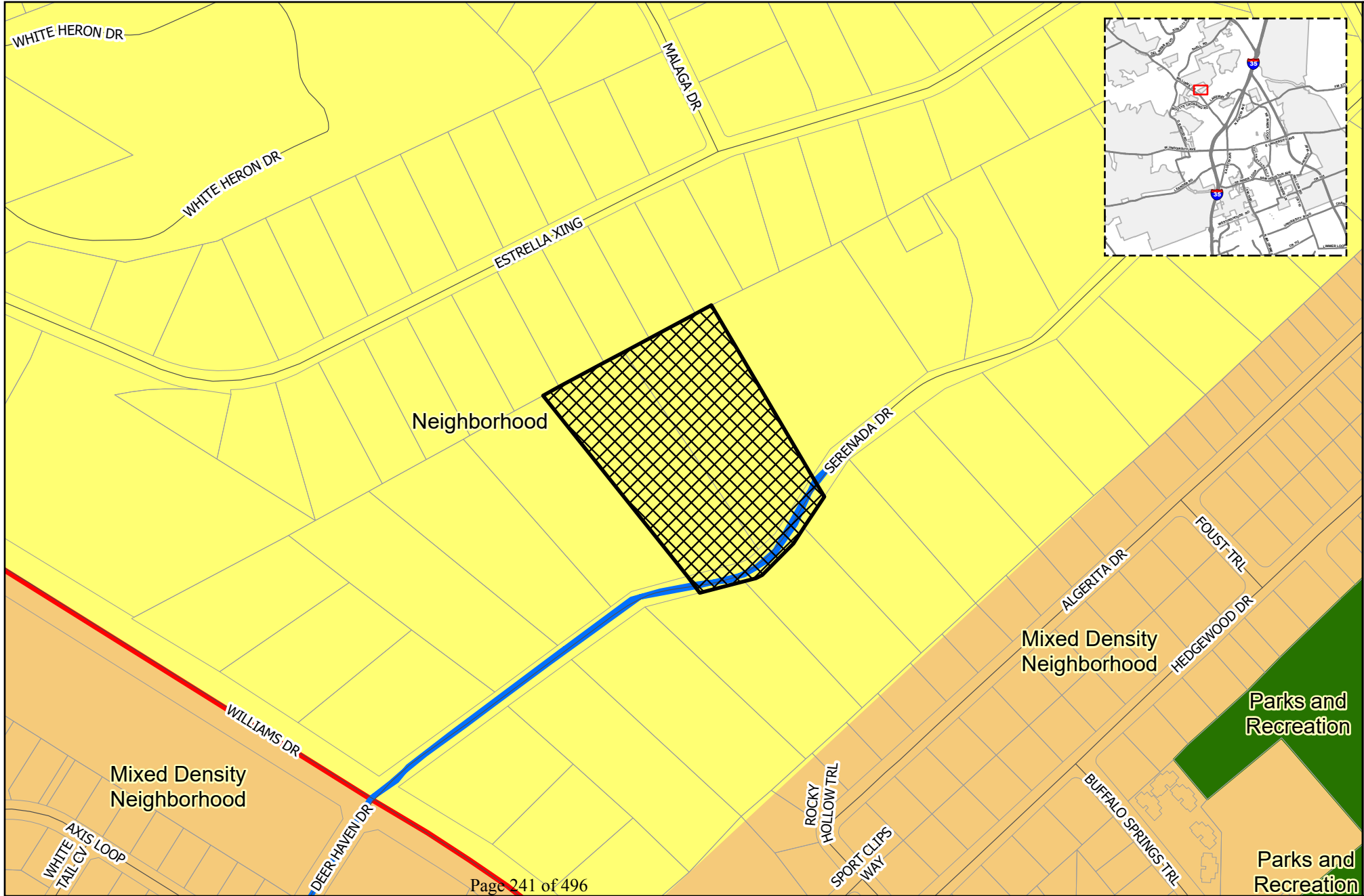
LOCATION

2020-8-ANX

Exhibit #1

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ

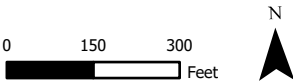


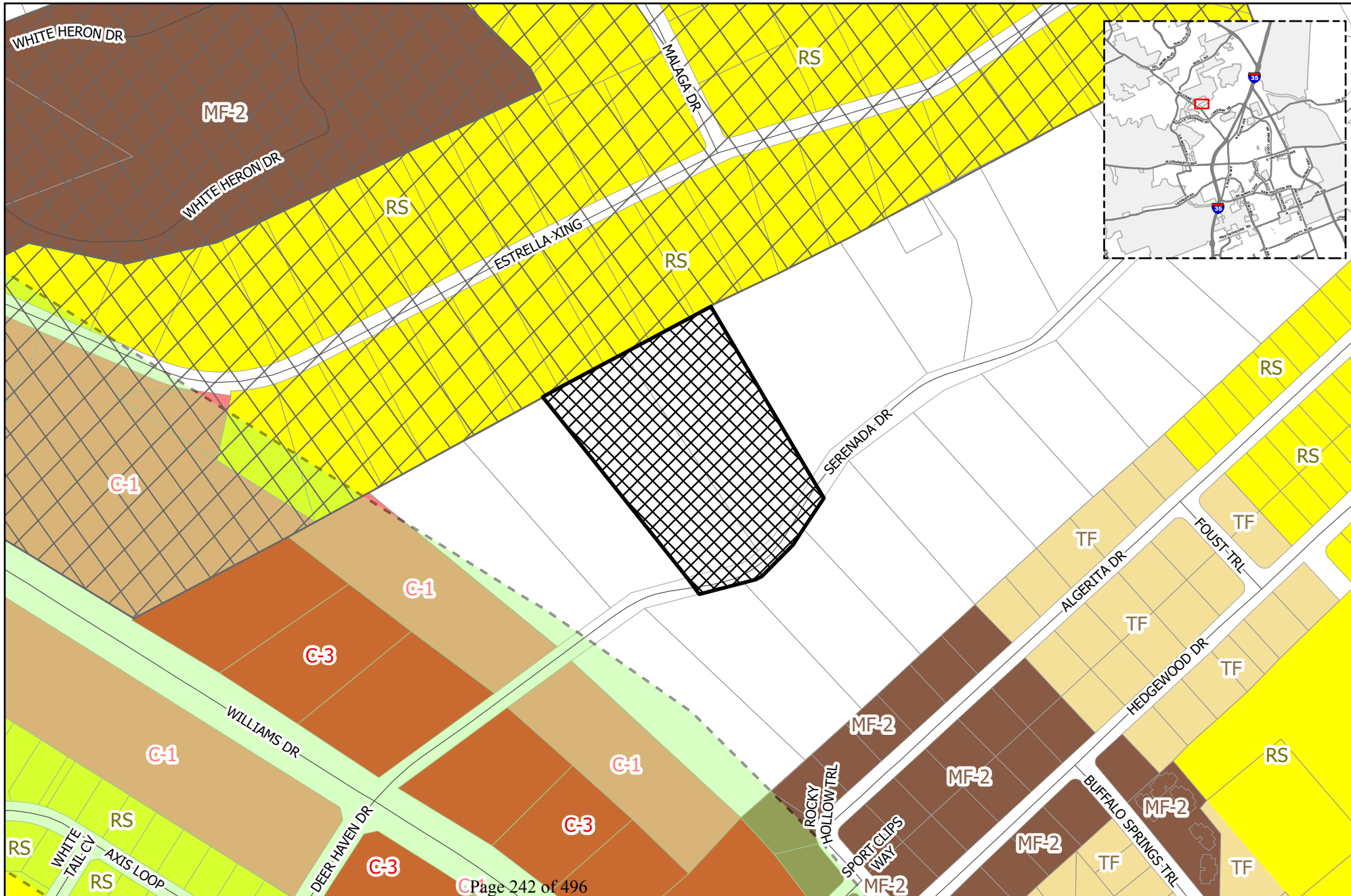


**FUTURE LAND USE/
OVERALL TRANSPORTATION
PLAN**

2020-8-ANX
Exhibit #2

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



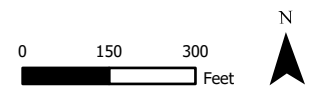


ZONING

2020-8-ANX

Exhibit #3

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



Residential Estate (RE) District

District Development Standards		
Min. Lot Size = 1 acre	Side Setback = 10 feet	Bufferyard = 10 feet with plantings
Maximum Building Height = 35 feet	Side Street Setback = 20 feet	when <i>non-residential</i> develops
	Rear Setback = 20 feet	adjacent to residential
	Front Setback = 25 feet	
	Lot width = 100 feet	

Specific Uses Allowed within the District		
Allowed by Right	Subject to Limitations	Special Use Permit (SUP)
Single-Family, Detached	Home Based Business	Accessory Dwelling Unit
Group Home (6 residents or less)	Elementary School	Hospice Facility
Minor Utility Services	Family Home, Daycare	Halfway House
	Religious Assembly Facilities	Middle School
	Religious Assembly Facilities with Columbarium	Group Daycare
	Nature Preserve or Community Garden	Activity Center, Youth or Senior
	Neighborhood Amenity, Activity or Recreation Center	Emergency Service Station
	Neighborhood Public Park	Bed and Breakfast
	Golf Course	Bed and Breakfast with Events
	Intermediate Utility Services	
	Wireless Transmission Facility 40 feet or Less	



August 28, 2020

Ms. Sofia Nelson, CNU-A
Planning Director, City of Georgetown
P.O. Box 1458
Georgetown, Texas 78626

Re: Letter of Intent – Replat of Lots 13 & 15 Serenada Country Estates Annexation

Dear Ms. Nelson,

The purpose of this letter is to provide information for an annexation of approximately 5.99 acres of land known as Lots 13 and 15 of Serenada Country Estates Subdivision as described in document number 2019035630 of the Williamson County Deed Records. The properties are located at 109 and 111 Serenada Drive, Georgetown, TX 78628. The subject properties are contiguous to the current City limits along the northmost boundary shared with the Estrella Crossing subdivision.

Total Acreage: 5.99 acres
Current Use: Undeveloped
Future Land Use: Neighborhood

The approval criteria for annexation in UDC Section 3.25.030 are shown below with explanations on how this request meets them:

UDC Section 3.25.030

- A. *The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;*
 - a. The application this letter is associated with contains all of the information requested on the Annexation (Voluntary) Checklist. If additional information is required, please let us know so we can provide the information to you.
- B. *The annexation promotes the health, safety or general welfare of the City and the safe, orderly, and healthful development of the City;*
 - c. The health, safety or general welfare of the City and the safe orderly, and healthful development of the City will be met by meeting all Federal, State, and City requirements. With annexation into the City Limits, the property will be on City water, wastewater, and electric.
- C. *Consistency with the City's adopted long range plans and annexation policies.*
 - d. The properties surrounding the subject property are single-family homes either on large tracts or in a platted subdivision. The future land use is Neighborhood which is consistent with this project's development.

Zoning Designation Request: Residential Estate (RE)

The property owner seeks to receive a zoning designation of Residential Estate (RE) instead of the initial Agriculture (AG) designation upon annexation. The owner would subdivide 5.22 acres into five lots and dedicate 0.768 acres for a new public road ROW and the required ROW dedication along Serenada Drive.

The approval criteria for annexation in UDC Section 3.06.030 are shown below with explanations on how this request meets them:

UDC Section 3.06.030

- A. *The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;*


ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626	PHONE 512.930.9412	FAX 512.930.9416	WEB STEBERBIZZELL.COM
TEXAS REGISTERED ENGINEERING FIRM F-181	SERVICES >> ENGINEERS >> PLANNERS >> SURVEYORS		

- a. The application this letter is associated with contains all of the information requested on the Annexation (Voluntary) Checklist including information required for zoning designation. If additional information is required, please let us know so we can provide the information to you.
- B. *The zoning change is consistent with the Comprehensive Plan;*
 - b. The Future Land Use map shows the area as Neighborhood. This application is requesting Residential Estate zoning which is consistent with the Neighborhood use in the Comprehensive Plan.
- C. *The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City;*
 - d. The health, safety or general welfare of the City and the safe orderly, and healthful development of the City will be met by meeting all Federal, State, and City requirements. With annexation into the City Limits, the property will be on City water, wastewater, and electric.
- D. *The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and*
 - e. The adjacent properties are platted residential single-family homes or large tracts with single-family residences. The UDC requirements for residential estate will provide setbacks to ensure the site is compatible with the surrounding properties.
- E. *The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.*
 - e. The property is currently undeveloped, and the annexation and Residential Estate zoning is in line with the planned development of single-family homes on the property.

The applicant reserves the right to pull this annexation application from consideration at any time during the proceedings.

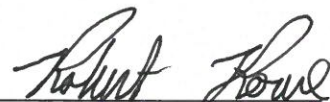
With this signed petition for voluntary annexation, the landowner understands that construction of any capital improvements necessary for development on the property will not be the responsibility of the City of Georgetown if approved for annexation; rather, such improvements will occur through non-City financial assistance through the subdivision and construction process.

EXECUTED as of the 28th day of August, 2020.


 Johnny "Jay" B. Gantt, Jr., President of
 SERENADA CAPITAL, LP


STATE OF TEXAS {
 COUNTY OF WILLIAMSON {

This instrument was acknowledged before me on the 28th day of August, 2020, by
Johnny "Jay" B. Gantt, Jr., President of Serenada Capital, LP.


 NOTARY

28 August 2020
 DATE

If you have any questions or comments, please feel free to reach out to me at 512-930-9412.

Sincerely,

 David L. Platt



CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

2nd
Notice

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: 109 and 111 Serenada Drive

Project Case Number: 2020-8-ANX P&Z Date: November 17, 2020 Case Manager: Michael Patroski

Name of Respondent: Jackie Barnett
(Please print name)

Signature of Respondent: Jackie Barnett
(Signature required for protest)

Address of Respondent: 104 Serenada
(Address required for protest)

I am in FAVOR: [Signature]

I OBJECT: [Signature]

Additional Comments:

① More traffic at a dangerous
curve
② Property values will decrease
since front lots are larger than

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.

These lots will be





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: 109 and 111 Serenda Drive

Project Case Number: 2020-8-ANX P&Z Date: November 3, 2020 Case Manager: Michael Patroski

Name of Respondent: Jackie & Barbara Barnett
(Please print name)

Signature of Respondent: Barbara Barnett
(Signature required for protest)

Address of Respondent: 104 Serenada
(Address required for protest)

I am in FAVOR: [Signature] I OBJECT: [Checkmark]

Additional Comments:

① Will add to the traffic issues on Serenada (100 many vehicles), too much speed, especially around curves! Serenada is a very busy road; to add more to the mix is detrimental to those of us who live nearby.

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

I hope this is residential planning, not apartments or duplexes or multi-family housing.

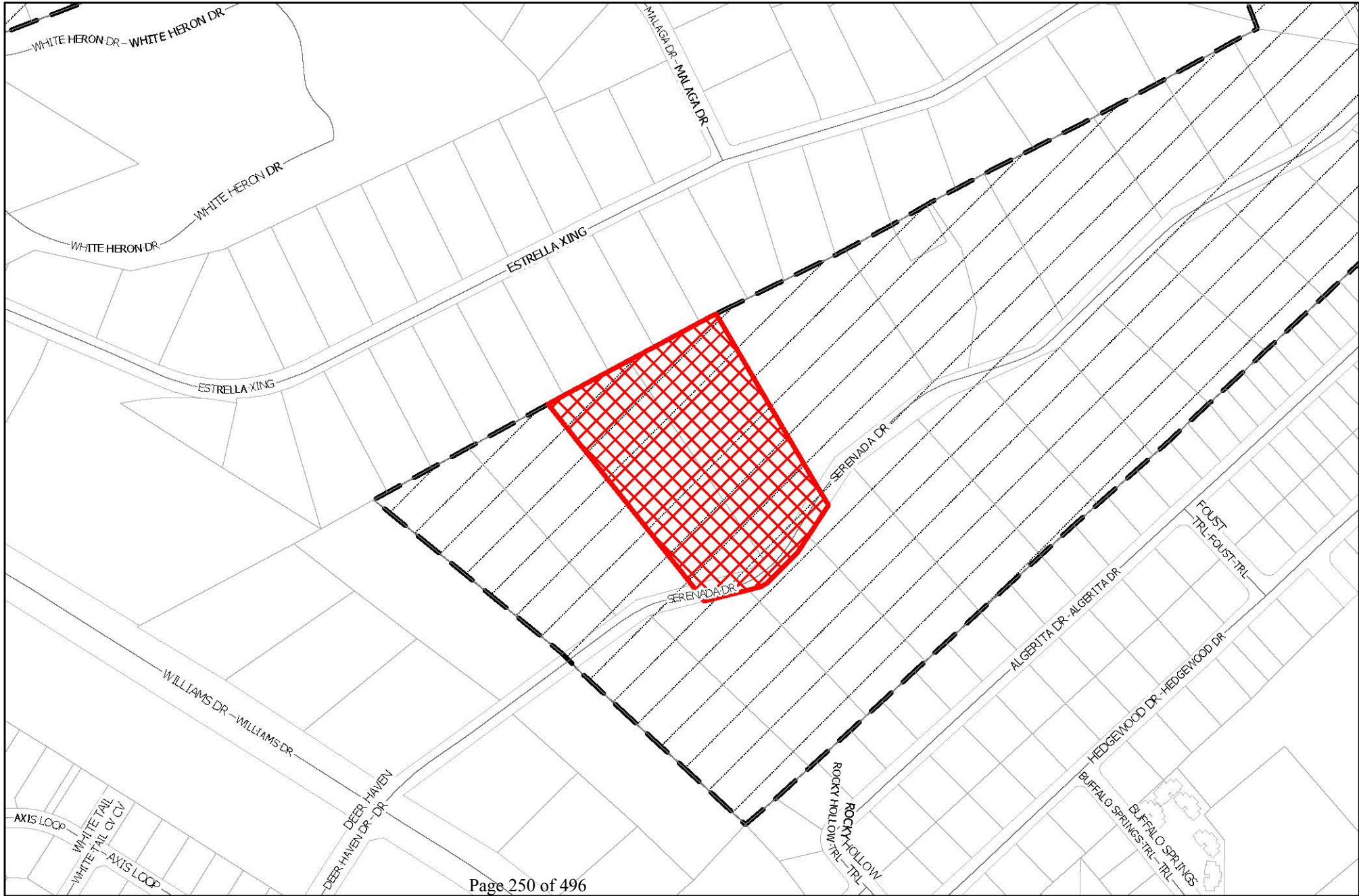
Replat of Lots 13 and 15 Serenada Country Estates Unit One 2020-8-ANX

First City Council
November 24, 2020

Item Under Consideration

2020-8-ANX

- Public Hearing and First Reading of an Ordinance for the voluntary annexation of an approximate 6.478 acre tract of land located in the David Wright Survey, Abstract 13, with the initial zoning designation of Residential Estate (RE) upon annexation, Being all of Lots 13 and 15, Serenada Country Estates Unit One Subdivison, generally located at 109 and 111 Serenda Drive-Sofia Nelson, CNU-A, Planning Director



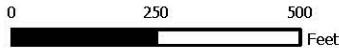
LOCATION

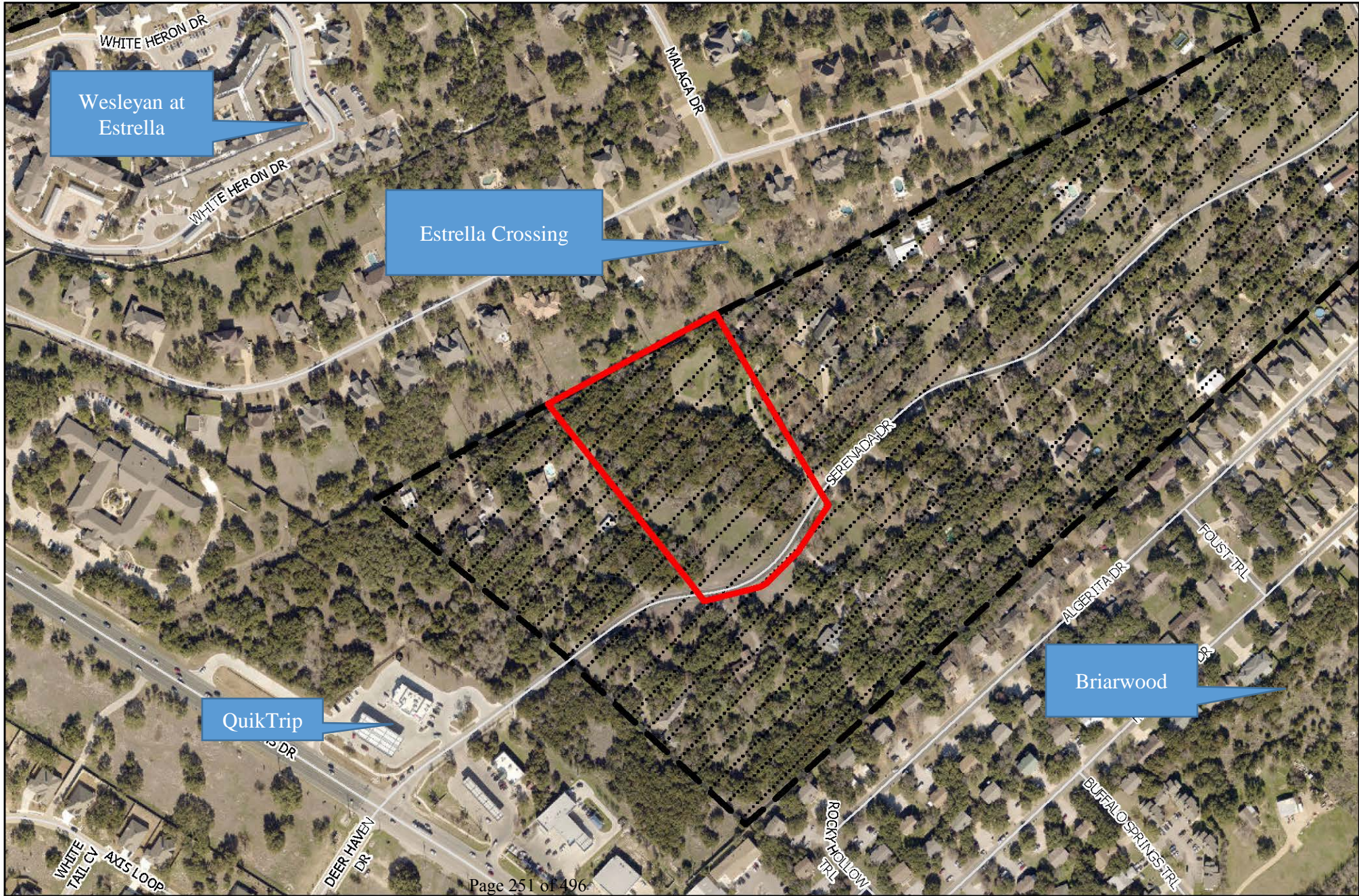
2020-8-ANX

Exhibit #1

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ

N



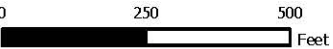


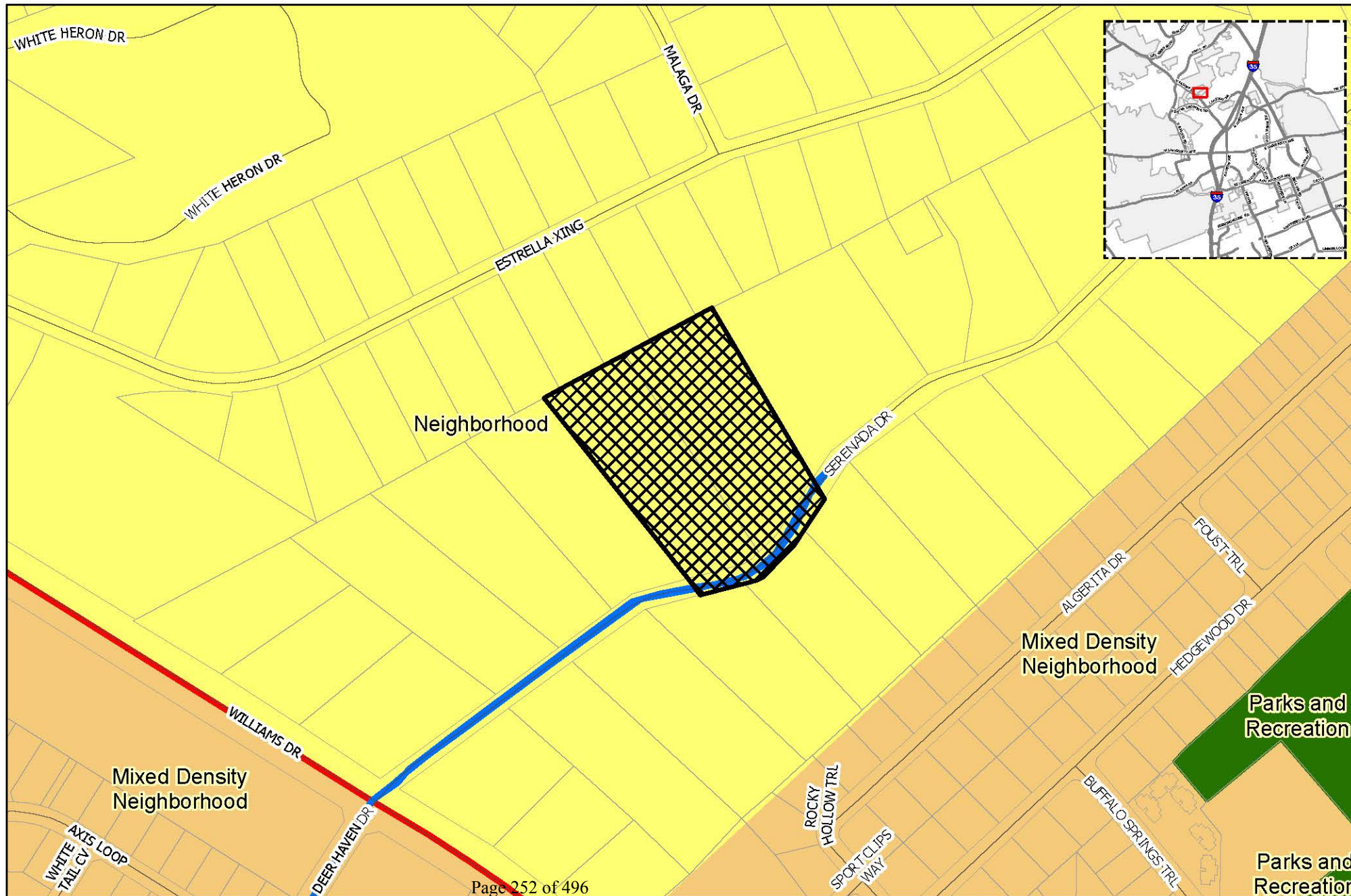
AERIAL

2020-8-ANX

- Site
- City Limits
- Georgetown ETJ

N

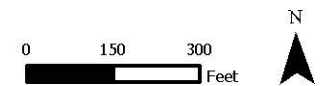




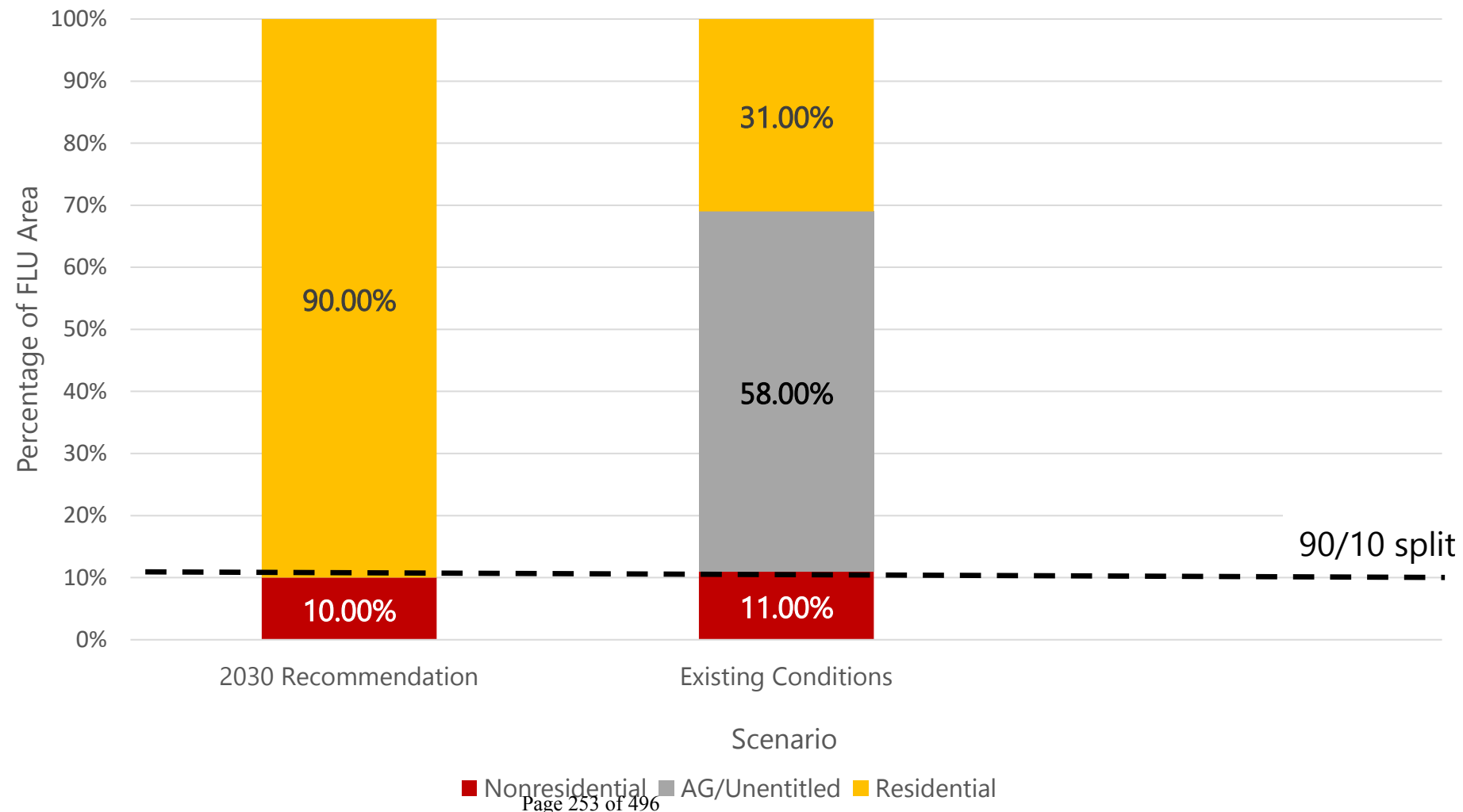
FUTURE LAND USE/ OVERALL TRANSPORTATION PLAN

**2020-8-ANX
Exhibit #2**

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



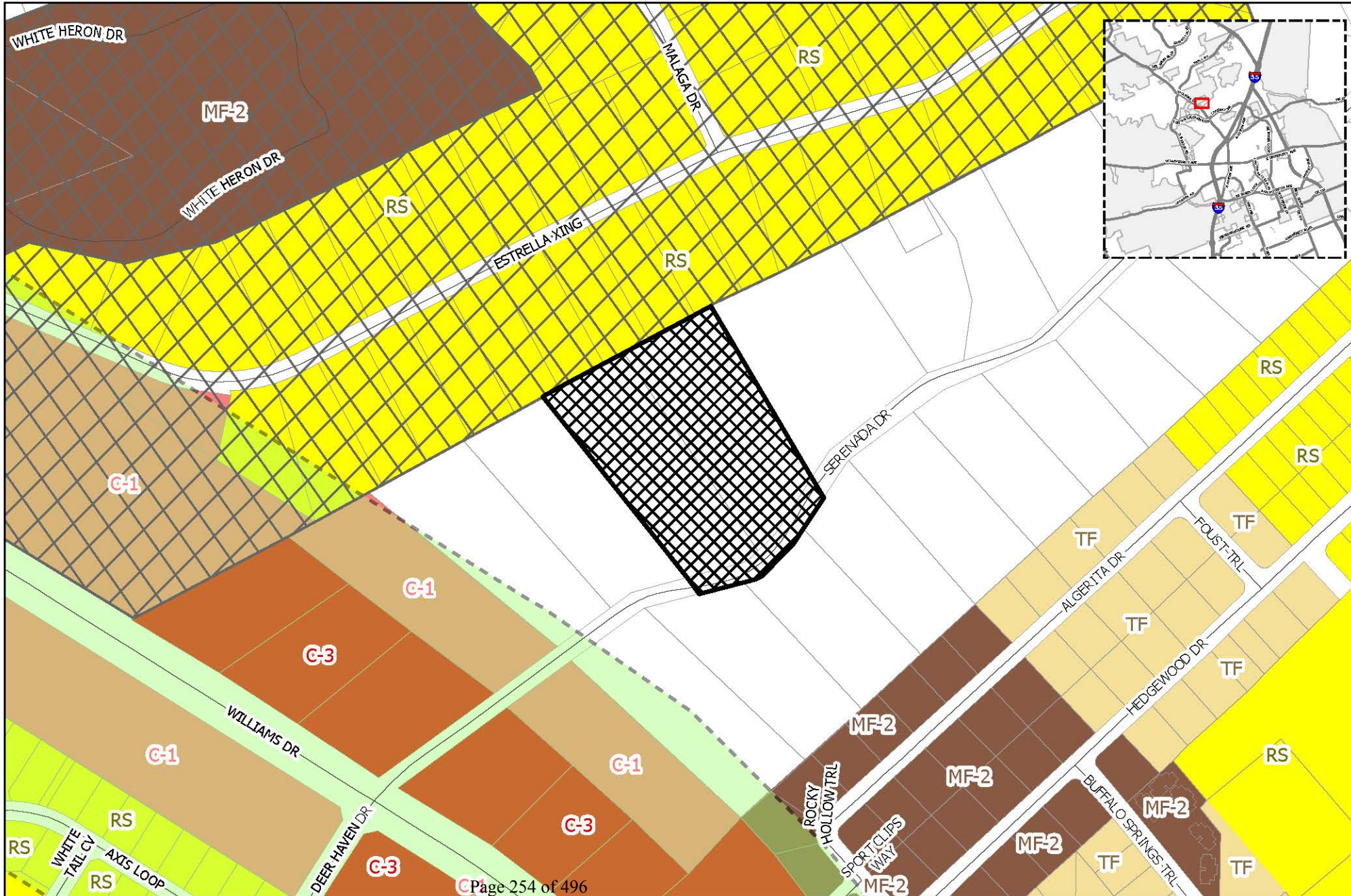
Land Use Ratios – Neighborhood



Total Area:
 390 acres
 100%

Area of Subject Property:
 6.478 acres
 1.66%

AG/Unentitled (if needed):
 226 acres

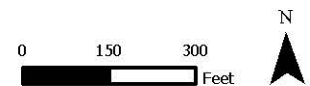


ZONING

2020-8-ANX

Exhibit #3

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



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

Residential Estate (RE)

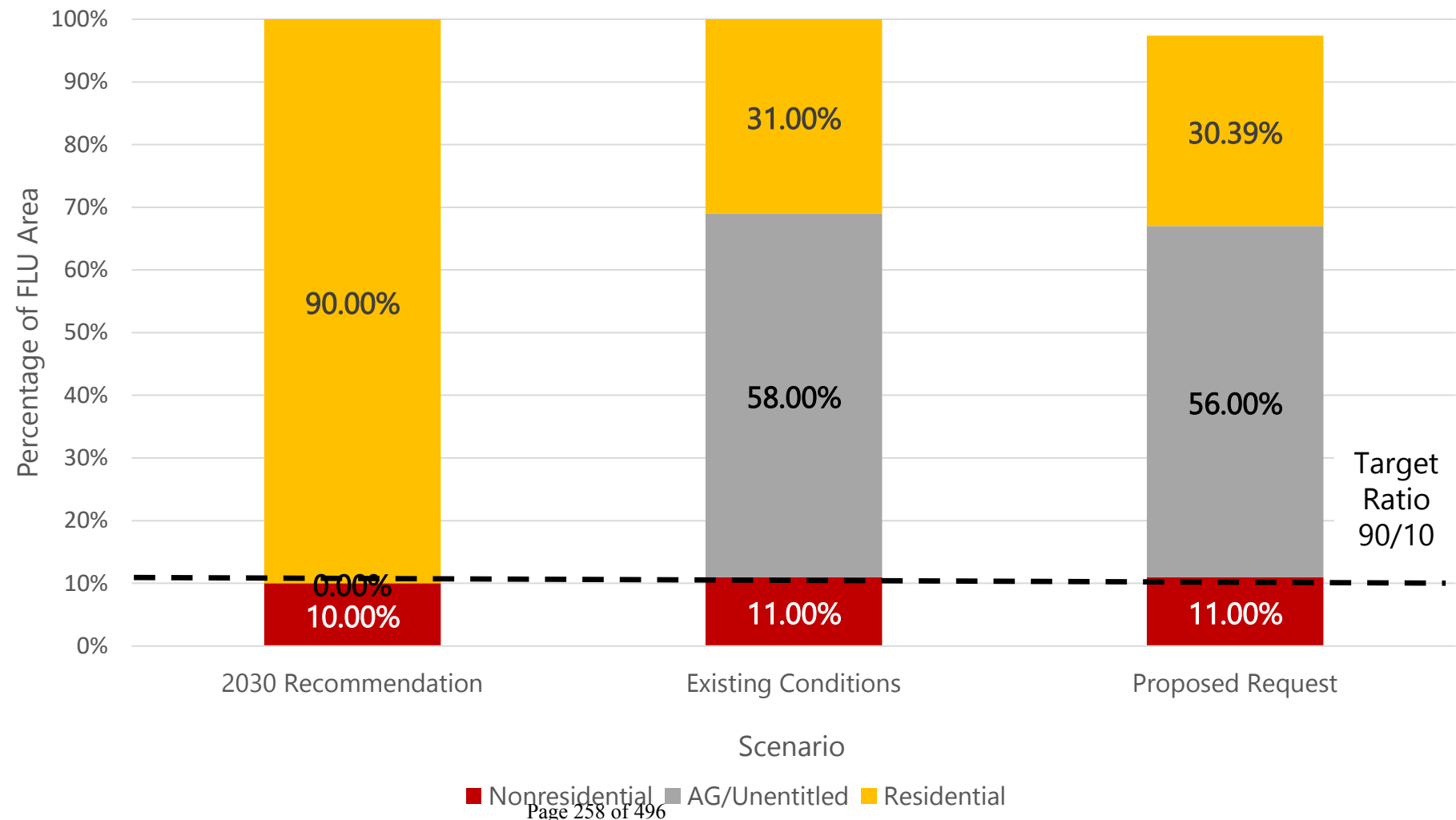
Residential Estate (RE)

Permitted by Right	Permitted with Limitations	Permitted with a SUP
Single-Family, Detached	Home Based Business	Accessory Dwelling Unit
Group Home (6 residents or less)	Elementary School	Hospice Facility
Utilities (minor)	Family Home, Daycare	Halfway House
	Religious Assembly Facilities	Middle School
	Religious Assembly Facilities with Columbarium	Group Daycare
	Nature Preserve or Community Garden	Activity Center, Youth or Senior
	Neighborhood Amenity, Activity or Recreation Center	Emergency Service Station
	Neighborhood Public Park	Bed and Breakfast
	Golf Course	Bed and Breakfast with Events
	Intermediate Utility Services	
	Wireless Transmission Facility (<40')	

Approval Criteria – UDC Section 3.06.030

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

Land Use Ratios – Neighborhood



Total Area:
 390 acres
 100%

Area of Subject Property:
 6.478 acres
 1.66%

AG/Unentitled (if needed):
 219 acres
 56%

Approval Criteria – UDC Section 3.06.030

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

Planning & Zoning Commission Action

- At their November 17, 2020 meeting, the Planning & Zoning Commission recommended <ACTION> of the request (X-X), to zone the property Residential Estate (RE) upon annexation.

First Reading of an Ordinance

- An Ordinance of the City Council of the City of Georgetown, Texas, providing for the extension of certain boundary limits of the City of Georgetown, Texas, and the annexation of certain territory consisting of 6.478 acres, more or less, in the David Wright Survey, Abstract 13 and portions of right-of-way on Serenada Drive, as described herein; providing for service plans; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

An Ordinance of the City Council of the City of Georgetown, Texas, providing for the extension of certain boundary limits of the City of Georgetown, Texas, and the annexation of certain territory consisting of 6.478 acres, more or less, in the David Wright Survey, Abstract 13 and portions of right-of-way on Serenada Drive, as described herein; providing for service plans; 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 October 8, 2019; 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 6.478 acres in the David Wright Survey, Abstract 13, as shown in "*Exhibit A*" and as described in "*Exhibit B*" of this ordinance (the "Property"). The Property is hereby included in City Council District 5, 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 Residential Estate (RE) is appropriate for the Property and consistent with the City's Comprehensive Plan, and upon annexation the Property shall have a zoning of Residential Estate (RE). The City's Official Zoning Map shall be amended accordingly.

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

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

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

Passed and Approved on First Reading on the 24th day of November.

Passed and Approved on Second Reading on the 8th day of December.

The City of Georgetown:

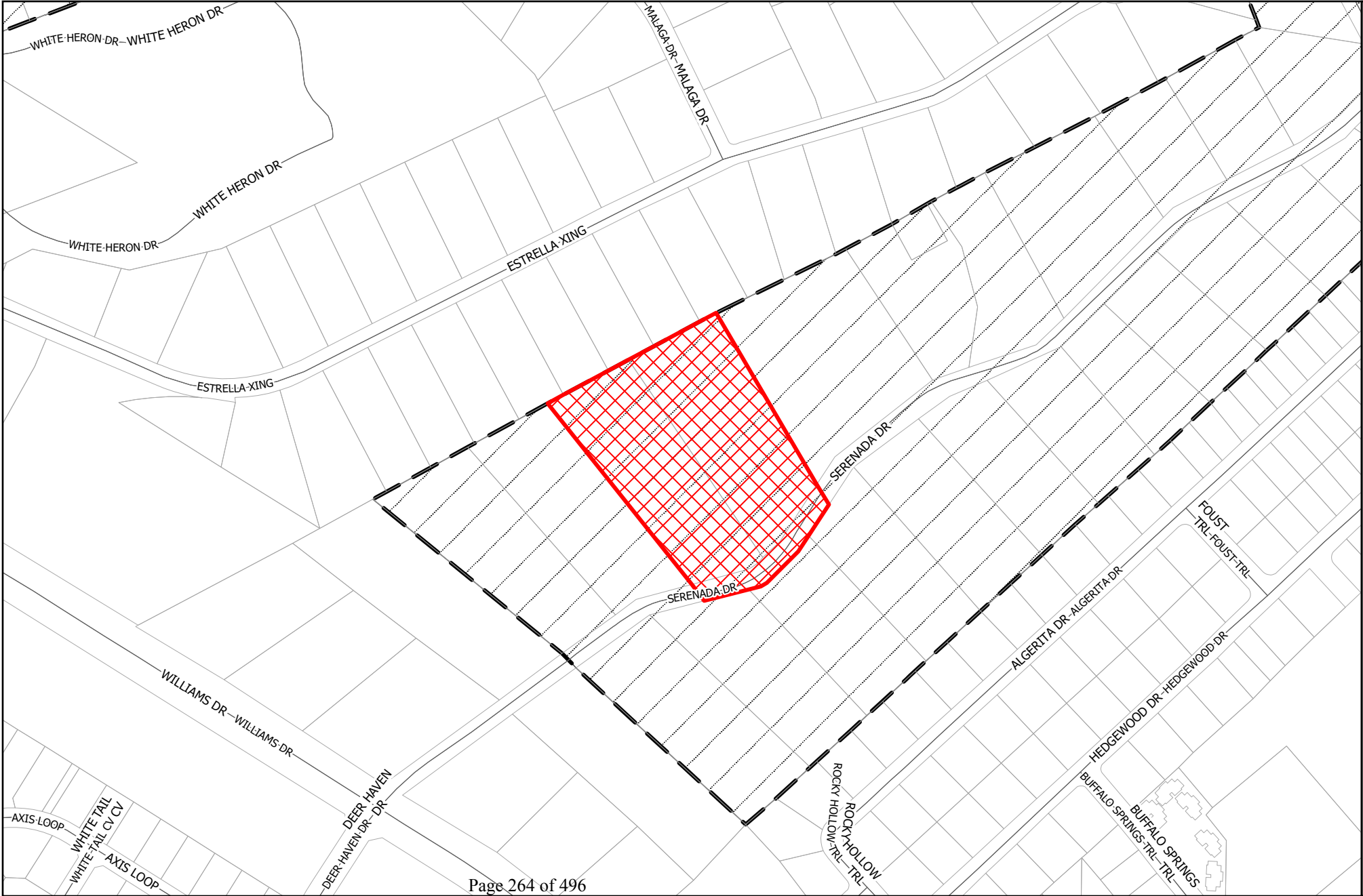
Attest:

Josh Schroeder
Mayor

Robyn Densmore, TRMC
City Secretary

Approved as to form:

Skye Masson
City Attorney

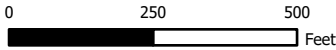


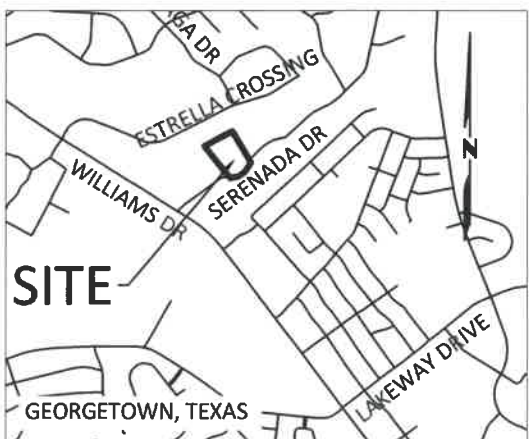
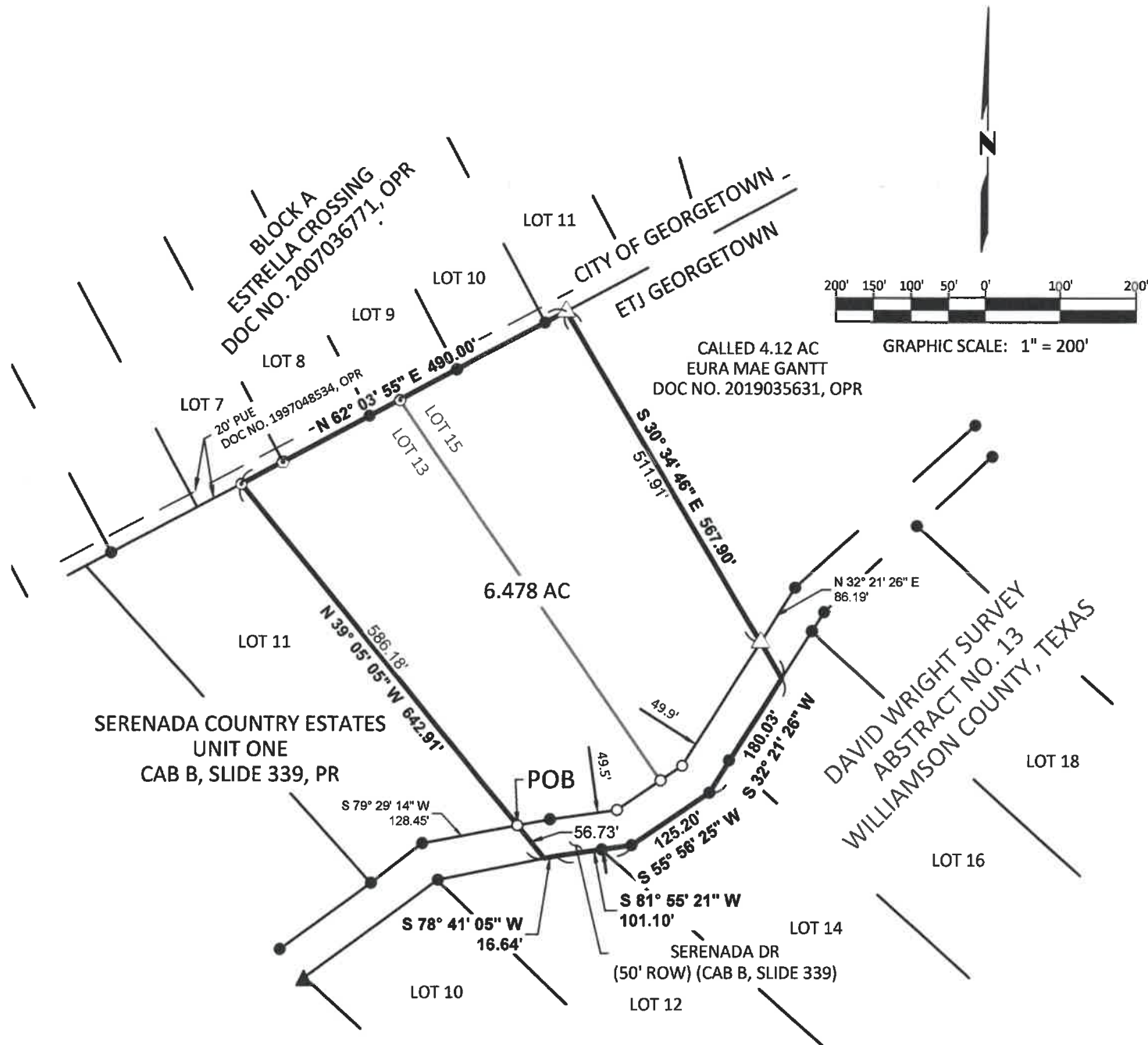
LOCATION

2020-8-ANX

Exhibit #1

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ





**EXHIBIT FOR ANNEXATION
LOTS 13 AND 15
SARENADA COUNTRY ESTATES
UNIT ONE
DAVID WRIGHT SURVEY, A-13
WILLIAMSON COUNTY, TEXAS**

STEGER BIZZELL

ADDRESS 1978 S. AUSTIN AVENUE		GEORGETOWN, TX 78626	
APR/2010 512.930.9412	TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No.10003700	WEB	STEGEBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS			

DATE 08/03/2020 JOB NO. 22732

DESCRIPTION OF

DESCRIPTION OF A 6.478 ACRE TRACT OF LAND LOCATED IN THE DAVID WRIGHT SURVEY, ABSTRACT 13, WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOTS 13 AND 15, SERENADA COUNTRY ESTATES UNIT ONE SUBDIVISION, A MAP OF WHICH IS RECORDED IN CABINET B, SLIDE 339, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF SERENADA DRIVE, A 50 FOOT WIDE PUBLIC ROAD WAY, AS DEDICATED ON SAID RECORDED MAP OF SERENADA COUNTRY ESTATES UNIT ONE SUBDIVISION, SAID 6.478 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set on the northwest right-of-way line of said Serenada Drive, for the east corner of Lot 11, said SERENADA COUNTRY ESTATES UNIT ONE, same point being the south corner of said Lot 13, for a point in the southwest boundary line of the herein described tract;

THENCE, North 39°05'05" West, with the common line of said Lot 11 and said Lot 13, a distance of 586.18 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set for the north corner of said Lot 11, same point being the east corner of said Lot 13, for the east corner of the herein described tract;

THENCE, North 62°03'55" East, with the northwest boundary line of said SERENADA COUNTRY ESTATES UNIT ONE, same line being the southeast boundary line of ESTRELLA CROSSING subdivision, a map of which is recorded in Document No. 2007036771, of the Official Public Records of Williamson County, Texas, a distance of 490.00 feet, to a MAG NAIL with washer stamped "STEGER BIZZELL" set for the north corner of said Lot 15, for the north corner of the herein described tract, same point being the west corner of that certain called 4.12 acre tract of land conveyed to Eura May Gantt, of record in Document No. 2019035631, said Official Public records;

THENCE, South 30°34'46" East, with the common line of said Lot 15 and said 4.12 acre tract of land, at 511.91 feet pass a MAG NAIL with cap stamped "STEGER BIZZELL" set on aforementioned northwest right-of-way line of Serenada Drive, for the east corner of said Lot 15, same point being the south corner of said 4.12 acre tract of land, in all a total distance of 567.90 feet to a point on the southeast right-of-way line of said Serenada drive, same line being the northwest boundary line of Lot 16, said SERENADA COUNTRY ESTATES UNIT ONE, for the east corner of the herein described tract;

*Mds
08/03/2020*

STEGER  BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

THENCE, with said southeast right-of-way line of Serenada Drive, same line being the northwest boundary line of Lots 16, 14, and 12, respectively, the following four (4) courses and distances:

1. South 32°21'26" West, a distance of 180.03 feet, to a 1/2 inch iron rod found;
2. South 55°56'25" West, a distance of 125.20 feet, to a 1/2 inch iron rod found;
3. South 81°55'21" West, a distance of 101.10 feet, to a point;
4. South 78°41'05" West, a distance of 16.64 feet, to a point at its intersection with the projected common line of said Lot 11 and said Lot 13;

THENCE, North 39°05'05" West, crossing said Serenada Drive, a distance of 56.73 feet to the **POINT OF BEGINNING**, and containing 6.478 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00014.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

Steger & Bizzell Engineering Inc.



Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

P:\22000-22999\22732-Serenada Plat\Survey Data\Descriptions\22732-m&b for annexation.docx

STEGER  BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF GEORGETOWN, TEXAS
AND SERENADA CAPITAL, LP

This Municipal Services Agreement ("Agreement") is entered into on the _____ day of _____, _____ by and between the City of Georgetown, Texas, a home-rule municipality of the State of Texas ("City") and Serenada Capital, LP ("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 109 & 111 Serenada Drive, which consists of approximately 6.478 acre tract of land located in the David Wright Survey, Abstract 13 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. 2020-8- ANX ("Annexation Case");

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

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

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

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

3. MUNICIPAL SERVICES.

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

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

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

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

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

or immunities.

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

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

CITY OF GEORGETOWN

By: _____
Dale Ross
Mayor

Approved as to Form:

Skye Masson
City Attorney

Attest:

Robyn Densmore, TRMC
City Secretary


State of Texas §
County of Williamson §

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

By: _____

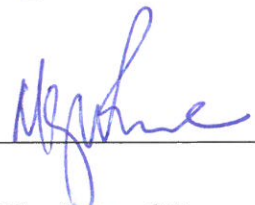
Notary Public, State of Texas

SERENADA CAPITAL, LP

By: 
Jay Gantt
Manager of Serenada Capital, LP

State of Texas §
County of Williamson §

This instrument was acknowledged before me on the 9th day of September, 2020, by Jay Gantt, Manager of Serenada Capital, LP, on behalf of said Serenada Capital, LP.

By: 
Notary Public, State of Texas

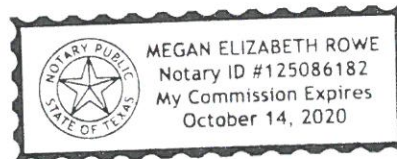
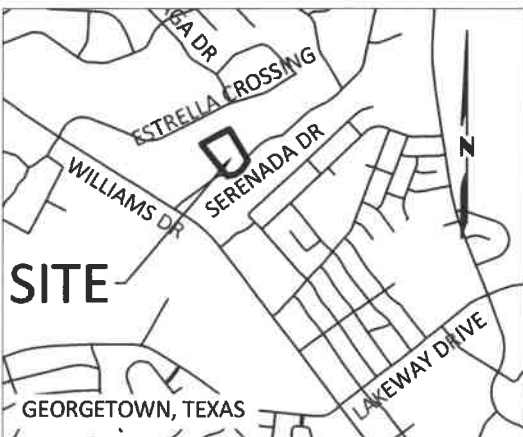
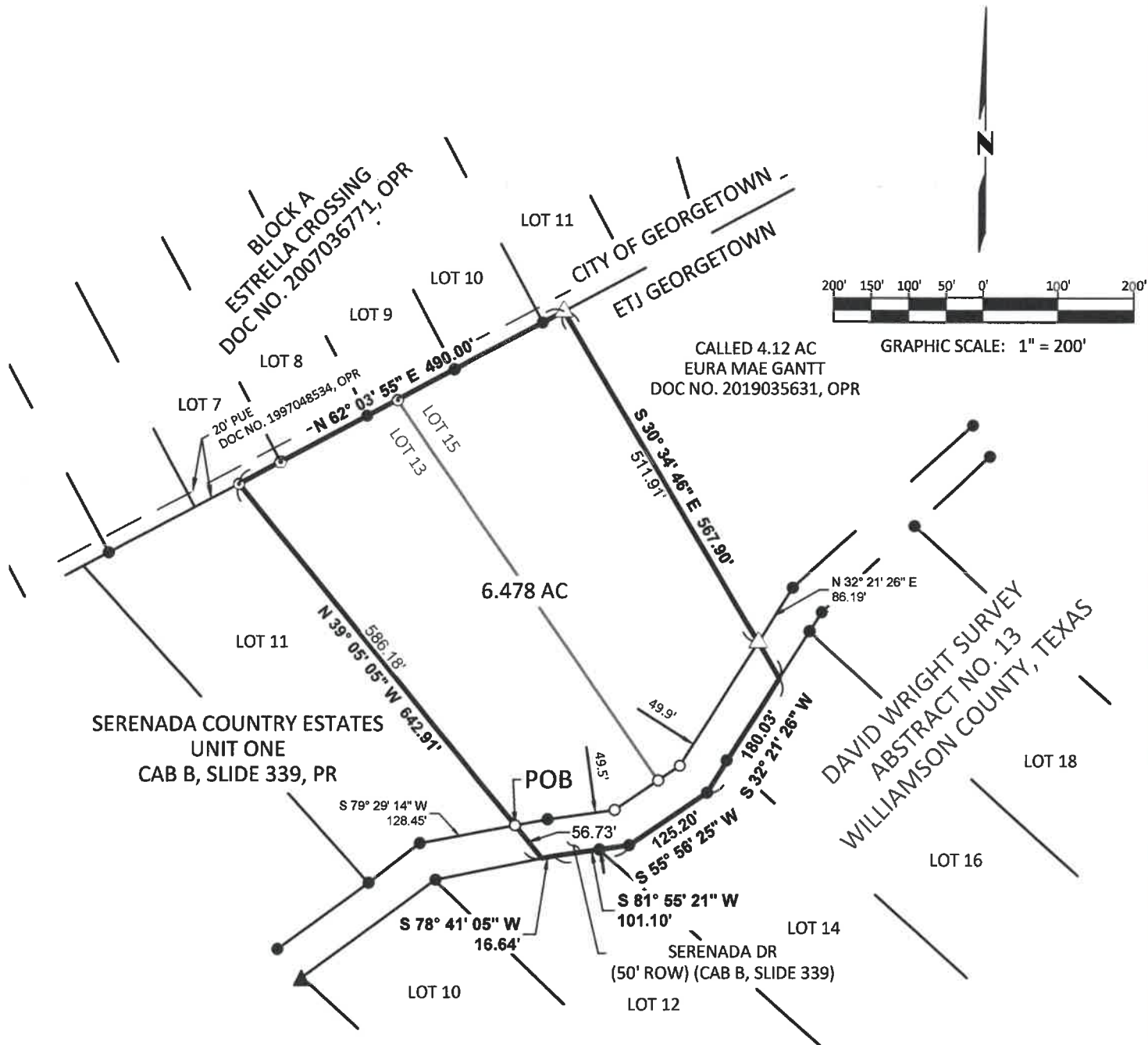


EXHIBIT A



**EXHIBIT FOR ANNEXATION
LOTS 13 AND 15
SARENADA COUNTRY ESTATES
UNIT ONE
DAVID WRIGHT SURVEY, A-13
WILLIAMSON COUNTY, TEXAS**

STEGER BIZZELL

ADDRESS 1978 S. AUSTIN AVENUE		GEORGETOWN, TX 78626	
APRNO 512.930.9412	TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No.10003700	WEB	STEGEBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS			

DATE 08/03/2020 JOB NO. 22732

DESCRIPTION OF

DESCRIPTION OF A 6.478 ACRE TRACT OF LAND LOCATED IN THE DAVID WRIGHT SURVEY, ABSTRACT 13, WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOTS 13 AND 15, SERENADA COUNTRY ESTATES UNIT ONE SUBDIVISION, A MAP OF WHICH IS RECORDED IN CABINET B, SLIDE 339, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF SERENADA DRIVE, A 50 FOOT WIDE PUBLIC ROAD WAY, AS DEDICATED ON SAID RECORDED MAP OF SERENADA COUNTRY ESTATES UNIT ONE SUBDIVISION, SAID 6.478 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set on the northwest right-of-way line of said Serenada Drive, for the east corner of Lot 11, said SERENADA COUNTRY ESTATES UNIT ONE, same point being the south corner of said Lot 13, for a point in the southwest boundary line of the herein described tract;

THENCE, North 39°05'05" West, with the common line of said Lot 11 and said Lot 13, a distance of 586.18 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set for the north corner of said Lot 11, same point being the east corner of said Lot 13, for the east corner of the herein described tract;

THENCE, North 62°03'55" East, with the northwest boundary line of said SERENADA COUNTRY ESTATES UNIT ONE, same line being the southeast boundary line of ESTRELLA CROSSING subdivision, a map of which is recorded in Document No. 2007036771, of the Official Public Records of Williamson County, Texas, a distance of 490.00 feet, to a MAG NAIL with washer stamped "STEGER BIZZELL" set for the north corner of said Lot 15, for the north corner of the herein described tract, same point being the west corner of that certain called 4.12 acre tract of land conveyed to Eura May Gantt, of record in Document No. 2019035631, said Official Public records;

THENCE, South 30°34'46" East, with the common line of said Lot 15 and said 4.12 acre tract of land, at 511.91 feet pass a MAG NAIL with cap stamped "STEGER BIZZELL" set on aforementioned northwest right-of-way line of Serenada Drive, for the east corner of said Lot 15, same point being the south corner of said 4.12 acre tract of land, in all a total distance of 567.90 feet to a point on the southeast right-of-way line of said Serenada drive, same line being the northwest boundary line of Lot 16, said SERENADA COUNTRY ESTATES UNIT ONE, for the east corner of the herein described tract;

*Mds
08/03/2020*

STEGER  BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

THENCE, with said southeast right-of-way line of Serenada Drive, same line being the northwest boundary line of Lots 16, 14, and 12, respectively, the following four (4) courses and distances:

1. South 32°21'26" West, a distance of 180.03 feet, to a 1/2 inch iron rod found;
2. South 55°56'25" West, a distance of 125.20 feet, to a 1/2 inch iron rod found;
3. South 81°55'21" West, a distance of 101.10 feet, to a point;
4. South 78°41'05" West, a distance of 16.64 feet, to a point at its intersection with the projected common line of said Lot 11 and said Lot 13;

THENCE, North 39°05'05" West, crossing said Serenada Drive, a distance of 56.73 feet to the **POINT OF BEGINNING**, and containing 6.478 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00014.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

Steger & Bizzell Engineering Inc.


08/03/2020
Miguel A. Escobar, LSLS, RPLS

Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

P:\22000-22999\22732-Serenada Plat\Survey Data\Descriptions\22732-m&b for annexation.docx



1978 S. Austin Ave
Georgetown, TX 78626

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

SUBJECT:

Public Hearing and First Reading of an Ordinance for a **Zoning Map Amendment** to **rezone** approximately **0.104 acre** out of the Nicholas Porter Survey, Abstract No. 497, **from the Townhome (TH) zoning district to the General Commercial (C-3) zoning district** for the property generally located at **206 E Janis Dr** -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

Overview of Applicant's Request:

The property owner wishes to convey the subject property to the adjacent property to the north that is currently zoned General Commercial (C-3), in exchange for 0.06 acres that will later be dedicated as right-of-way. According to the Applicant's Letter of Intent, the reason for the General Commercial (C-3) is to make the whole property consistent with the same zoning district.

Staff's Analysis:

Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed request complies with 4, and partially complies with 1 of the 5 criteria established in UDC Section 3.06.030 for a Rezoning 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 (13 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (October 18, 2020) and signs were posted on-site. To date, staff has received no comments in favor or in opposition to the request.

Planning and Zoning Commission:

At their November 3, 2020 meeting, the Planning & Zoning Commission unanimously recommended approval of the request.

FINANCIAL IMPACT:

None. The applicant has paid the required application fees.

SUBMITTED BY:

Andreina Dávila-Quintero, AICP, Current Planning Manager

ATTACHMENTS:

2020-18-REZ - P&Z Staff Report

Exhibit 1 - Location Map

Exhibit 2 - Future Land Use Map

Exhibit 3 - Zoning Map

Exhibit 4 - Design and development standards of the General Commercial (C-3)

Exhibit 5 - Letter of Intent

Ordinance with Exhibits

Presentation

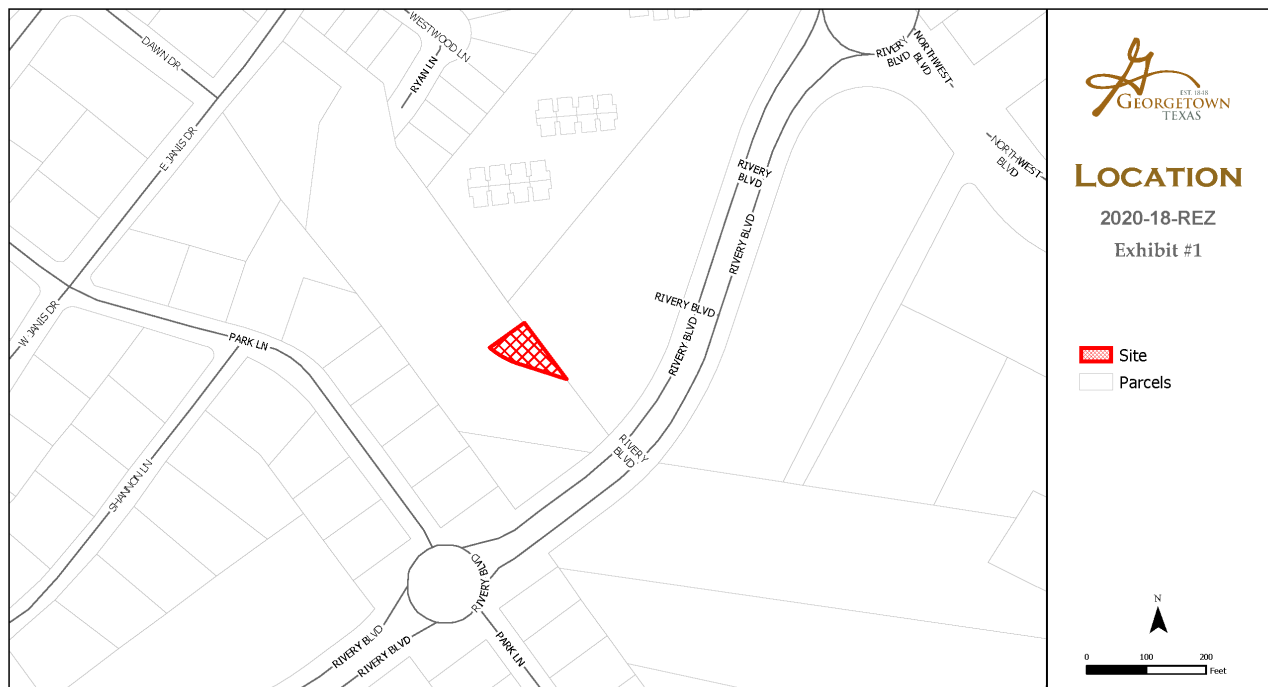


Planning and Zoning Commission Planning Department Staff Report

Report Date: October 30, 2020
Case No: 2020-18-REZ
Project Planner: Andreina Dávila-Quintero, AICP, Current Planning Manager

Item Details

Project Name: 206 Janis Dr
Project Location: 206 Janis Drive, within City Council district No. 2.
Total Acreage: 0.104 ac
Legal Description: 0.104 acres out of the Nicholas Porter Survey, Abstract No. 497
Applicant: Timothy Haynie, c/o Haynie Consulting
Property Owner: Ewing Development Company, LLC, c/o Timothy Haynie
Request: Zoning Map Amendment to rezone the subject property from the Townhome (TH) district to the General Commercial (C-3) district.
Case History: This is the first public hearing of this request.



Planning Department Staff Report

Overview of Applicant's Request

The property owner wishes to convey the subject property to the adjacent property to the north that is currently zoned General Commercial (C-3), in exchange for 0.06 acres that will later be dedicated as right-of-way. According to the Applicant's Letter of Intent, the reason for the General Commercial (C-3) is to make the whole property consistent with the same zoning district.

Site Information

Location:

The property is located at 206 Janis Drive, along the Rivery Blvd extension just north of Park Ln. It is currently vacant.

Physical and Natural Features:

The subject property has moderate tree coverage, which may impact the density of any proposed development.

Future Land Use and Zoning Designations:

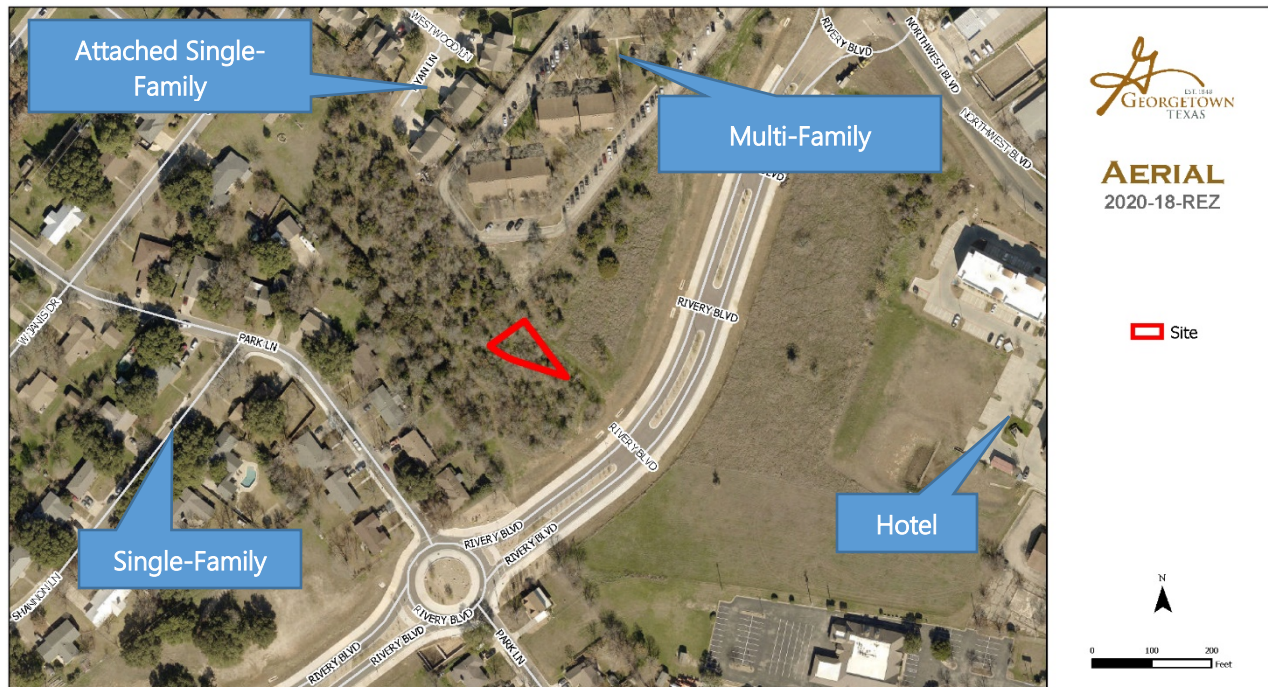
The subject property has a Special Area Future Land Use designation within the Williams Drive Gateway Plan and is currently zoned Townhome (TH).

Surrounding Properties:

This property will be carved out of the parent parcel and thus will be adjacent to Townhome (TH) and General Commercial (C-3) zoned properties. The back lot line will abut TH and the front lot line will abut C-3. This area includes a corridor mix of mixed use commercial and residential (single-family residential, attached single-family residential, duplex, and multi-family) along and surrounding Williams Drive and Rivery Blvd, some of which were developed in the 1970s, 80s and 90s. Trends continue to include commercial and mixed density residential in the immediate and surrounding areas.

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

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	Townhome (TH)	Special Area – High Density Mixed Housing	Vacant
East	General Commercial (C-3)	Special Area – High Density Mixed Housing	Vacant
South	Townhome (TH)	Special Area – High Density Mixed Housing	Vacant
West	Townhome (TH)	Special Area – High Density Mixed Housing	Vacant



Property History:

The subject property was annexed into the city in 1964 via Ordinance No. 64-A1. The property has no record of platting or development.

The subject property falls within the area referred to as the Williams Drive Gateway Redevelopment Area (WDGRA), a 70-acre area along the west side of IH-35 centered approximately by Williams Drive (RM 2338). The City identified this area in 2004 as a high priority for planning and economic development and wanted to revitalize and reimagine the “gateway” to the western half of Georgetown. The goals included improving traffic flow and access to the area, maximizing revenue generation of the area, attracting, and recruiting a mix of uses consistent with the vision of the area and the construction of aesthetically pleasing buildings.

In July 2017, the subject property was included in the Williams Drive Study, specifically within the Centers Area boundary. The purpose of this Study was to develop a plan of action that incorporates safety, efficient transportation operations, safe accommodations of all modes, and integration of smart transportation and land use, community needs and the future economic growth of Williams Dr. The focus of the Centers Area included developing a plan for a vibrant mixed-use center and gateway along Williams Drive.

In February 2019, this property was rezoned to the Townhome (TH) district to develop this property, along with the surrounding 3.2-acre parent tract.

In March 2020, recommendations from the Williams Drive Study were adopted into the Williams Drive Gateway Plan, a small area plan established by the 2030 Plan Update.

Comprehensive Plan Guidance

Future Land Use Map:

The subject property falls within the **Special Area** Future Land Use designation. Special Areas are planned areas that integrate a variety of complementary uses, with an emphasis on retail, offices, and entertainment activities. These centers are unique destinations with emphasis on building design, landscaping and the inclusion of public plazas, green spaces and areas for the public to gather. Special Areas are designed in a pattern of pedestrian-oriented, storefront-style shopping streets, with shared parking and strong pedestrian linkages to the surrounding areas.

DUA: 14 or more

Target Ratio: Development Specific

Primary Use: Mixed-use (high-density residential and retail)

Secondary Uses: Medium-density residential, office, commercial, recreational, and civic uses

Other Master Plans:

This property is also located within the Williams Drive Gateway Plan. The vision of the plan is a vibrant mixed-use center and gateway and establishes policies for future development of the area. This plan designates future land uses, desired street networks, and public and private improvements. This plan provides City-adopted policy direction to guide decision-making and prioritization of development opportunities, transportation improvements, and partnerships.

Within this Plan, the subject property is designated as High Density Mixed-Housing. The High Density Mixed Housing designation encourages a variety of higher-intensity residential housing in a walkable environment. The designation provides no fewer than 16 dwelling units per acre. Acceptable uses include townhomes, apartments, and assisted living facilities. Careful transitions between existing similar single-family residences and higher density residential uses are accommodated.

DUA: 16 or more

Target Ratio: 80% residential, 20% non-residential

Primary Use: Medium density residential

Secondary Uses: Secondary Uses: High density residential, neighborhood-serving retail, office, institutional, and civic uses

Utilities

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

Transportation

The property is located along the Rivery Blvd. extension, which is classified as a Major Collector in the City's Overall Transportation Plan. Major collectors 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. The Rivery Blvd extension will connect the subject property to Williams Dr (a Major Arterial), Northwest Blvd (a Major Collector) and ultimately IH-35.

Planning Department Staff Report

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. In addition, the subject property is located in close proximity of the Blue Line fixed GoGeo route, and approximately 800 feet to the nearest bus stop, providing additional access to other portions of the city including the Downtown area.

Proposed Zoning district

The property is proposed to be zoned General Commercial (C3). The General Commercial District 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 C3 district only appropriate along freeways and major arterials.

Permitted uses in this district include but are not limited to, general retail, hotels, restaurants, and general office. Other uses such as activity center, bar/tavern/pub, college/university, fuel sales, and event facility among others are permitted subject to specific design limitations. Certain land uses, including automotive sales, rental or leasing facilities, require a Special Use Permit (SUP). Exhibit 4 contains a comprehensive list of C-3 district permitted uses and development standards.

Intergovernmental and Interdepartmental Review

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

Approval Criteria

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

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	Complies
An application must provide the necessary information to review and make a knowledgeable decision in order for staff to schedule an application for consideration by the Planning and Zoning Commission and City Council. This application was reviewed by staff and deemed to be complete.	
2. The zoning change is consistent with the Comprehensive Plan.	Partially Complies
The 2030 Comprehensive Plan designates this property as "Special Area", and further designates it as High Density Mixed Housing within the Williams Drive Gateway Plan. This subarea plan recommends High Density Mixed Housing for this and surrounding properties on this side of Rivery Blvd, with 20% of the area to be supporting non-residential uses. The entire High density Mixed Housing area constitutes about 101 acres, of which currently there is approximately 46 acres of property that may be developed with commercial uses based on zoning - not including the commercial zoned property that was developed with multi-family units to the north of the subject	

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
<p>property.</p> <p>While the requested zoning district will not contribute to the residential to non-residential use ratio envisioned for this area, it will allow for the subject property to be developed with consistent zoning standards as the rest of the property that it will be a part of, as well as contribute to the dedication of future right-of-way that will connect Rivery Blvd to Ryan Ln. Because of this, the requested zoning will promote the implementation of Policy WD.1 (make connections through and within the small area) and Policy WD.2 (enhance the urban form and character).</p>	
<p>3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.</p>	<p>Complies</p>
<p>The standards of the General Commercial (C-3) district include minimum side and rear setbacks to mitigate the impact that uses within this zoning district may have on the abutting properties. A bufferyard between the commercial use and the single-family and townhome residential districts will be maintained, further providing a buffer between these uses. These requirements ensure a design that provides an appropriate transition between residential and commercial uses. Due to the limitations of the parcel's size and irregular shape, and the nature of its creation being to make it consistent with the rest of the property already zoned General Commercial (C-3), it is likely that this 0.1 acre will be developed with nothing but a driveway or other hardscape site features.</p>	
<p>4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.</p>	<p>Complies</p>
<p>The proposed location of the General Commercial (C-3) zoning is consistent with the development pattern along Rivery Blvd.; properties surrounding the subject property are also zoned General Commercial (C-3), and the FLU designation supports this zoning and use as a complimentary/supporting use to the high density residential envisioned for this area.</p>	
<p>5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.</p>	<p>Complies</p>
<p>The proposed zoning of General Commercial (C-3) is logical given the prevailing development pattern and the future land use proposed through the subject property and corridor. This property is located along major collector Rivery Blvd., and commercial uses of similar intensity allowed by the proposed General Commercial (C-3) district. In addition, any uses permitted in this district will be developed in conformance with the zoning district standards, to include parking, landscaping, bufferyard, setbacks, and impervious cover requirements.</p>	

Based on the findings listed above, staff has determined that the requested zoning district is appropriate for the subject property due to the limited size and shape of the subject property, the existing General Commercial (C-3) zoning district of the property to the north to which this property will become a part of, and the physical limitations precluding any development of actual structures.

Planning Department Staff Report

Meetings Schedule

November 3, 2020 – Planning and Zoning Commission

November 24, 2020 – City Council First Reading of the Ordinance

December 8, 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 (13 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (October 18, 2020) and signs were posted on-site. To date, staff has received no comments in favor or in opposition to the request.

Attachments

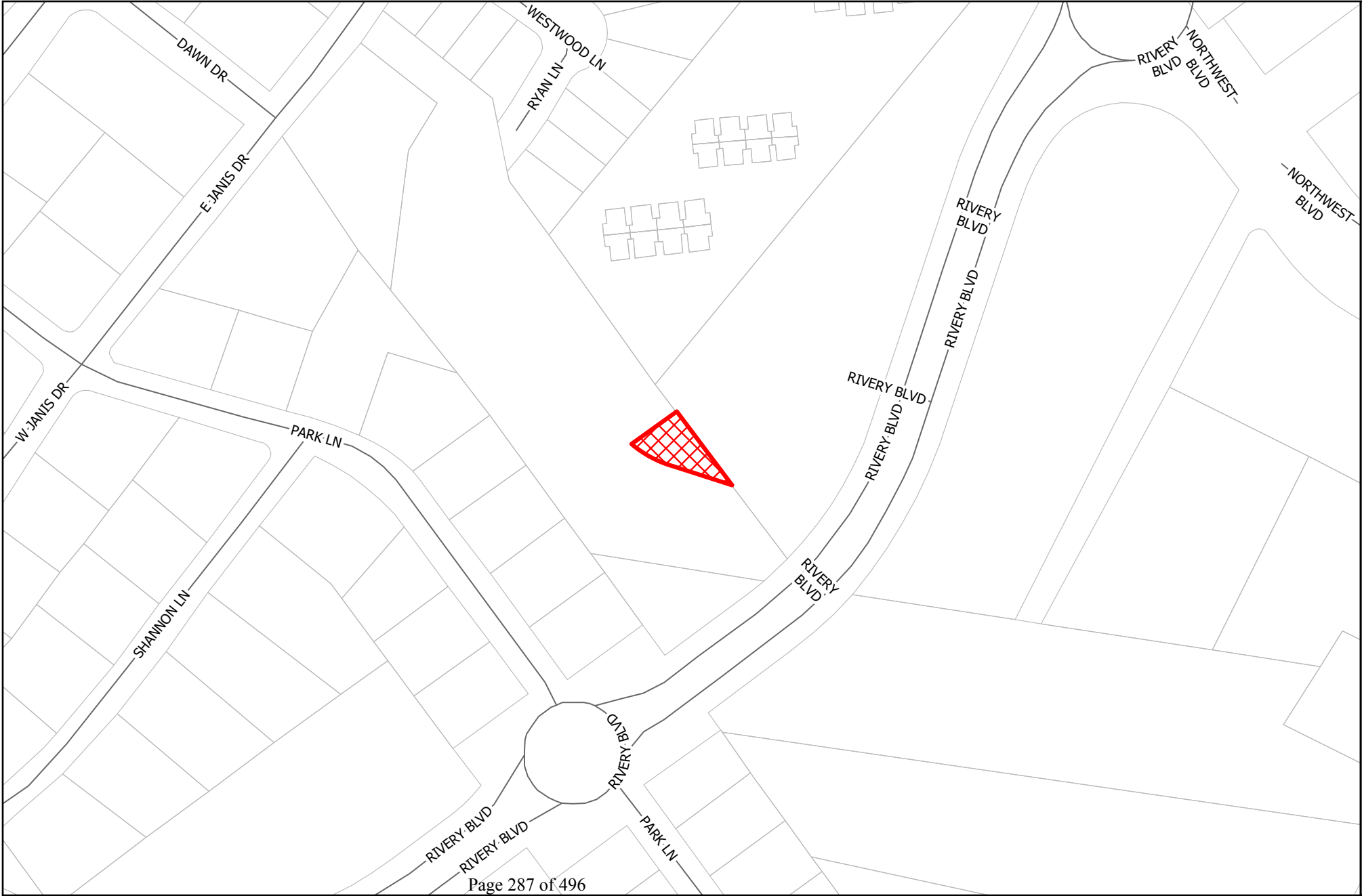
Exhibit 1 – Location Map

Exhibit 2 – Future Land Use Map

Exhibit 3 – Zoning Map

Exhibit 4 – Design and development standards of the General Commercial (C-3)

Exhibit 5 – Letter of Intent



LOCATION

2020-18-REZ

Exhibit #1

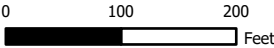


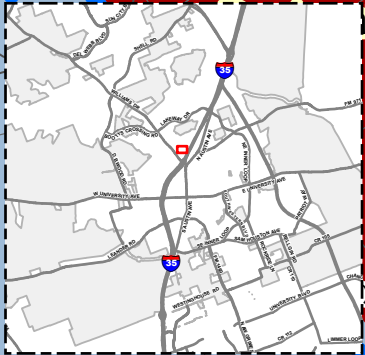
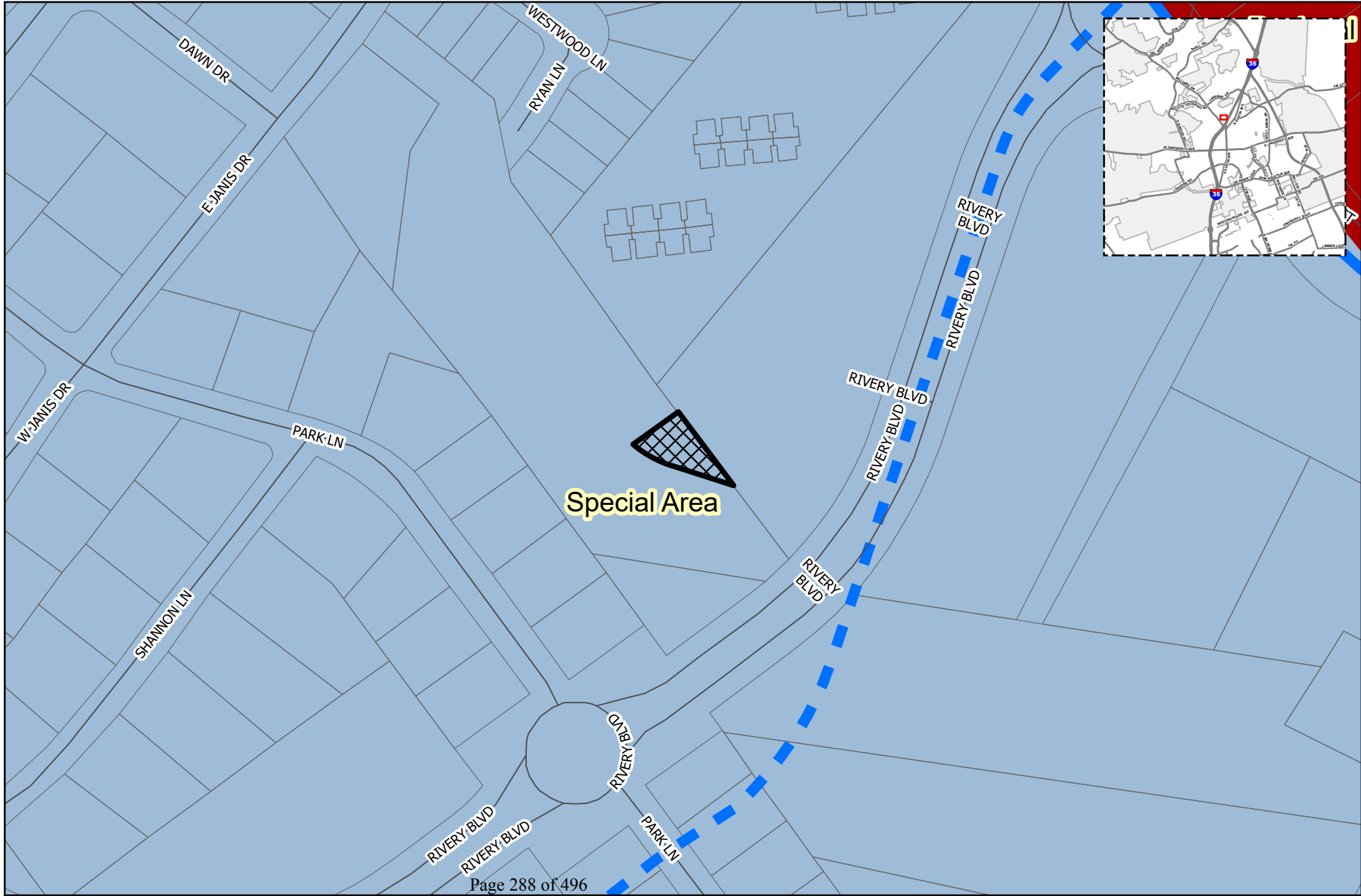
Site



Parcels

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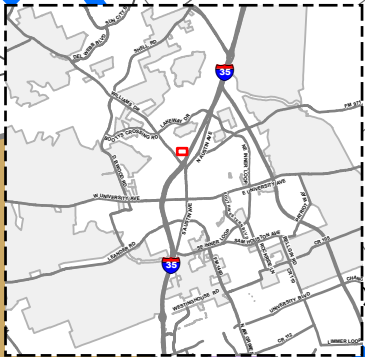
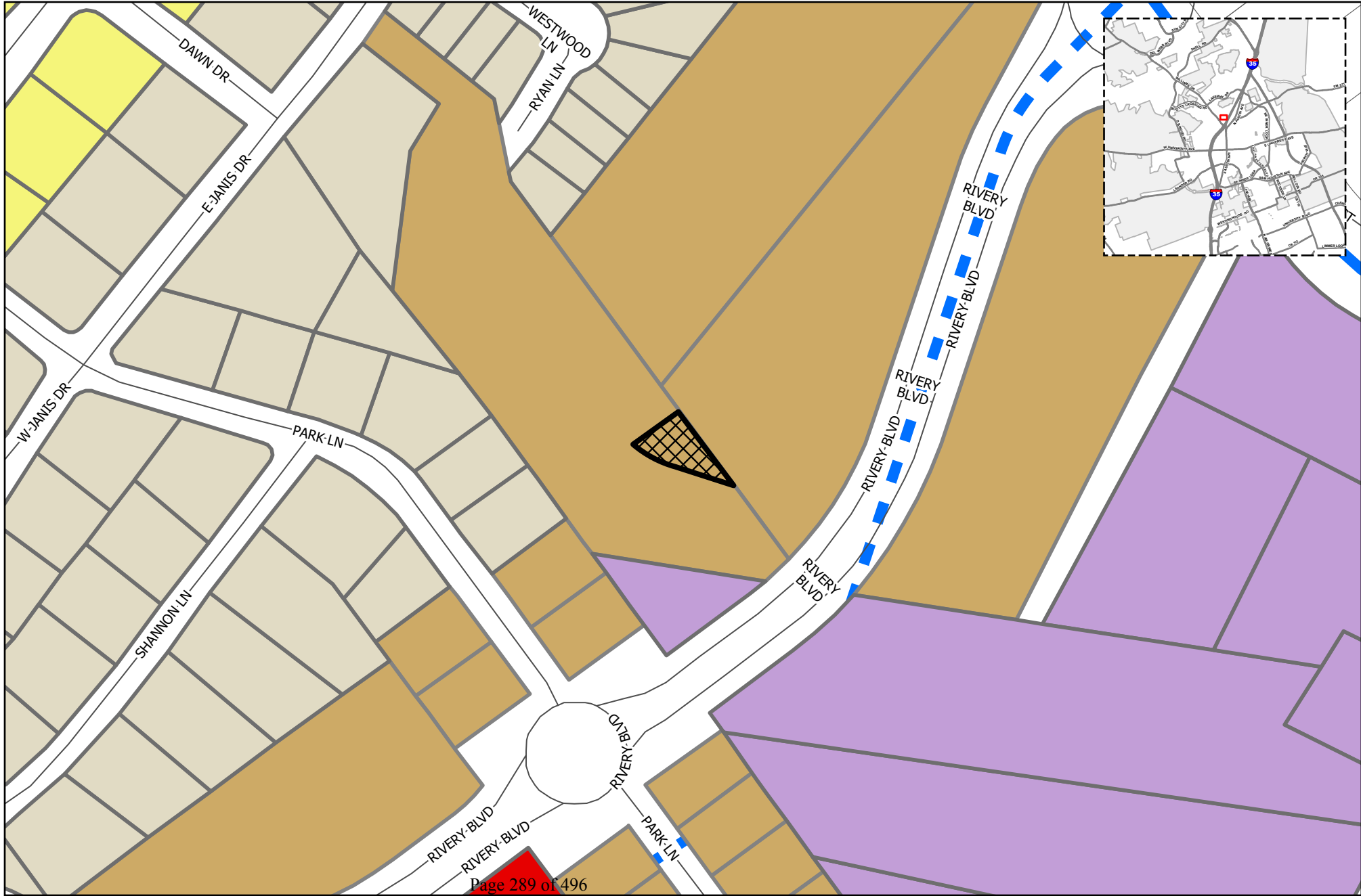
**FUTURE LAND USE/
OVERALL TRANSPORTATION
PLAN**

**2020-18-REZ
Exhibit #2**

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

0 100 200
Feet





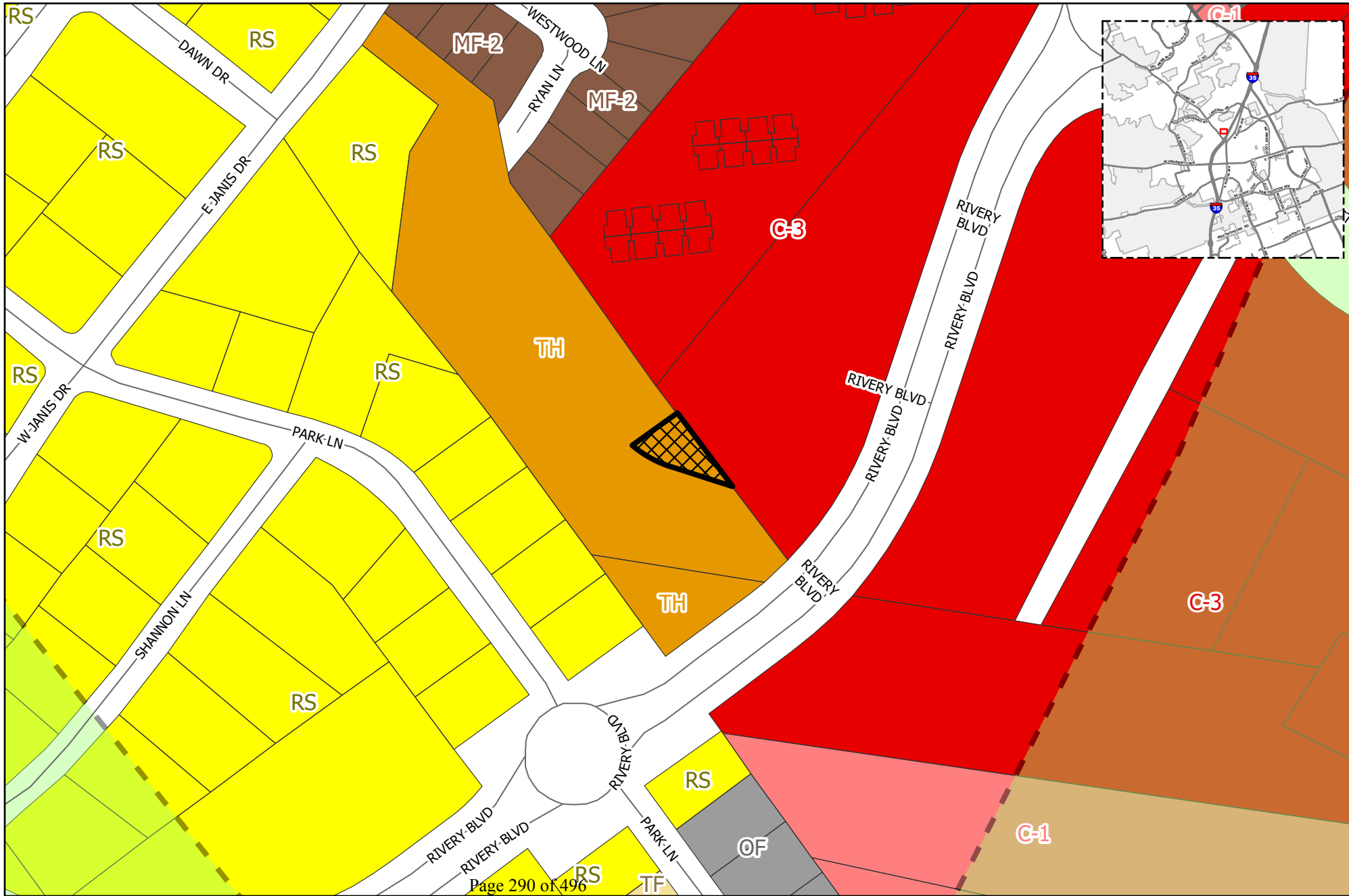
**FUTURE LAND USE/
OVERALL TRANSPORTATION
PLAN**

**2020-18-REZ
Exhibit #2**

- Site
- Parcels
- City Limits
- Georgetown ETJ
- Thoroughfare**
 - Existing Freeway
 - Existing Major Arterial
 - Existing Minor Arterial
 - Existing Collector
 - Proposed Freeway
 - Proposed Major Arterial
 - Proposed Minor Arterial
 - Proposed Collector
 - Proposed Rail
- Williams Dr Subarea
- FLU**
 - Civic
 - High Density Mixed Housing
 - Highway Commercial
 - Medium Density Mixed Housing
 - Office/High Density Housing
 - Park
 - Single Family
 - Small Office/Medium Density Housing
 - Suburban Mixed Use
 - Urban Mixed Use

0 100 200 Feet





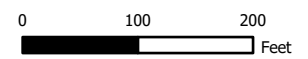
ZONING

2020-18-REZ

Exhibit #3

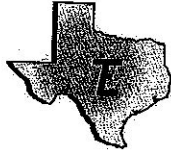
- Site
- PUD
- City Limits
- Courthouse View Overlay
- Old Town Overlay
- Historic Overlay
- Downtown Overlay
- SPO Overlay
- Gateway Overlay
- Parcels
- Georgetown ETJ

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



General Commercial (C-3) District

District Development Standards		
Maximum Building Height = 60 feet	Side Setback = 10 feet	Bufferyard = 15 feet with plantings
Front Setback = 25 feet	Side Setback to Residential = 15 feet	adjacent to AG, RE, RL, RS, TF, MH,
(0 feet for build-to/downtown)	Rear Setback = 10 feet	MF-1, or MF-2 districts
	Rear Setback to Residential = 25 feet	
Specific Uses Allowed within the District		
Allowed by Right	Subject to Limitations	Special Use Permit (SUP) Required
Agricultural Sales	Activity Center (youth/senior)	Auto. Parts Sales (outdoor)
Artisan Studio/Gallery	Athletic Facility, Indoor or Outdoor	Auto. Repair & Service, General
Assisted Living	Bar/Tavern/Pub	Auto. Sales, Rental, Leasing
Automotive Parts Sales (indoor)	Business/Trade School	Bus Barn
Auto. Repair and Service, Limited	Church (with columbarium)	Cemetary, Columbaria, Mausoleum, or Memorial Park
Banking/Financial Services	College/University	Correctional Facility
Blood/Plasma Center	Commercial Recreation	Firing Range, Indoor
Car Wash	Community Center	Flea Market
Consumer Repair	Contractor Services, Limited	Fuel Sales with more than 10 multi-fuel dispensers
Dry Cleaning Service	Dance Hall/Night Club	Hospital, Psychiatric
Emergency Services Station	Data Center	Lumber Yard
Event Catering/Equipment Rental	Day Care (group/commercial)	Major Event Entertainment
Farmer's Market	Driving Range	Manufactured Housing Sales
Fitness Center	Event Facility	Meat Market
Food Catering Services	Fuel Sales	Multifamily Attached
Funeral Home	Heliport	Recreational Vehicle Sales, Rental,
General Retail	Kennel	Self-Storage (indoor or outdoor)
General Office	Live Music/Entertainment	Substance Abuse Treatment Facility
Government/Postal Office	Micro Brewery/Winery	Transient Service Facility
Home Health Care Services	Neighborhood Amenity Center	Wireless Transmission Facility (41'+)
Hospital	Office/Showroom	
Hotel/Inn/Motel (incl. extended stay)	Office/Warehouse	
Integrated Office Center	Park (neighborhood/regional)	
Landscape/Garden Sales	Pest Control/Janitorial Services	
Laundromat	School (Elementary, Middle, High)	
Library/Museum	Upper-story Residential	
Medical Diagnostic Center	Wireless Transmission Facility (<41')	
Medical Office/Clinic/Complex		
Membership Club/Lodge		
Nature Preserve/Community Garden		
Nursing/Convalescent/Hospice		
Parking Lot (commercial/park-n-ride)		
Personal Services (inc. Restricted)		
Printing/Mailing/Copying Services		
Private Transport Dispatch Facility		
Restaurant (general/drive-through)		
Small Engine Repair		
Social Service Facility		
Surgery/Post Surgery Recovery		
Theater (movie/live)		
Transit Passenger Terminal		
	Allowed by Right (continued)	
	Urgent Care Facility	
	Utilities (Minor/Intermediate/Major)	
	Veterinary Clinic (indoor only)	



September 16, 2020

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

**RE: Rivery Crossing – Preliminary/ Final Plat
Letter of Intent for Rezoning Request**

Dear Planner,

Letter of Intent for Rezoning Request:

The Owner of Lot 1 and Lot 2 will trade property in order to acquire the right-of-way strip needed to access Lot 2. The tract" A zoning needs to match the existing zoning of Lot 1, therefore, the request for the change.

Tract B will be street right-of-way so no rezoning requested.

Should you have any questions or need additional information, please feel free to contact me at 512-784-6670.

Sincerely,

Haynie Consulting, Inc.

Texas Registered Engineering Firm # F-2411
Texas Licensed Surveying Firm # 10025000

Timothy E. Haynie, President

Professional Engineer (Civil) License No. 36982
Registered Professional Land Surveyor, License No. 2380

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September 28, 2020

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

**RE: Rivery Crossing Final Plat
Letter of Consideration for Re-Zoning**

Dear Planner,

Pursuant to Sec. 3.06.030 – Approval Criteria for Re-zoning

The City Council shall consider the following approval criteria for zoning changes:

- A. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action; **THE APPLIATION IS COMPLETE.**
- B. The zoning change is consistent with the Comprehensive Plan; **THE ZONING CHANGE IS CONSISTANT WITH THE COMPREHENSIVE PLAN.**
- C. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City; **THE PROPERTY SUBJECT TO THE ZONING CHANGE WILL CONNECT EXISTING C3 ZONED PROPERTY TO A PROPOSED PUBLIC STREET**
- D. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and **THE PROPERTY IS COMPATIBLE WITH THE CURRENT ZONING**
- E. The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment. **THE PROPERTY TO BE REZONED IS SUITABLE FOR USE PERMITTED BY THE CURRENT C3 DISTRICT.**

Should you have any questions or need additional information, please feel free to contact me at 512-837-2446, ext 205.

Sincerely,
Haynie Consulting, Inc.
Texas Registered Engineering Firm # F-2411
Texas Licensed Surveying Firm # 10025000



Tim Haynie, P.E.
Professional Engineer (Civil) License No. 91819

ORDINANCE NO. _____

An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 0.104 acre out of Nicholas Porter Survey, Abstract No. 497, generally located at 206 E Janis Dr, from the Townhome (TH) zoning district to the General Commercial (C-3) zoning district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

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

0.104 acre out of Nicholas Porter Survey, Abstract No. 497, said tract being out of a called 3.066 acre tract conveyed as Tract 1 in Document Number 2020010587 of the Official Public Records of Williamson County, Texas, and more specifically described as Tract A in the attached Exhibit B, 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 November 3, 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 November 24, 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 Townhome (TH) zoning district to the General Commercial (C-3) zoning district, in accordance with the attached *Exhibit A* (Location Map) and *Exhibit B* (Legal Description) and incorporated herein by reference.

Ordinance Number: _____

Page 1 of 2

Description: 0.104 acre 206 E Janis Dr Rezoning

Case File Number: 2020-18-REZ

Date Approved: December 8, 2020

Exhibits A-B Attached

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

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

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

APPROVED on First Reading on the 24 day of November, 2020.

APPROVED AND ADOPTED on Second Reading on the 8 day of December, 2020.

THE CITY OF GEORGETOWN:

ATTEST:

Josh Schroeder
Mayor

Robyn Densmore,
City Secretary

APPROVED AS TO FORM:

Skye Masson
City Attorney

Ordinance Number: _____

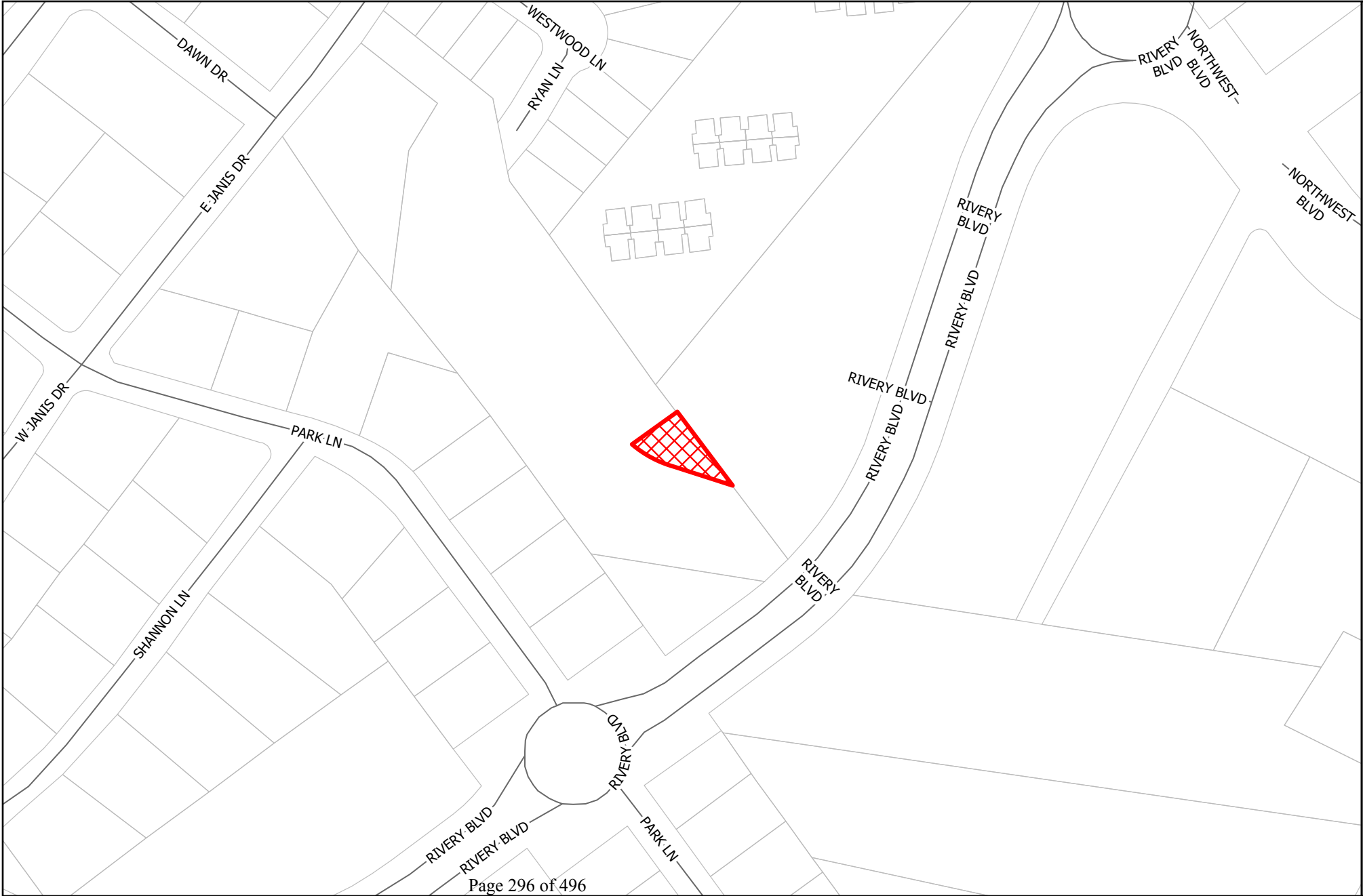
Description: 0.104 acre 206 E Janis Dr Rezoning

Date Approved: December 8, 2020

Page 2 of 2

Case File Number: 2020-18-REZ

Exhibits A-B Attached



LOCATION

2020-18-REZ
Exhibit A



Site



Parcels

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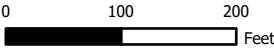


Exhibit B

METES AND BOUNDS DESCRIPTION

BEING A 0.104 ACRE (4,510 SQ. FT.) TRACT OF LAND OUT OF THE NICHOLAS PORTER SURVEY, ABSTRACT NO. 497, GEORGETOWN, WILLIAMSON COUNTY, TEXAS, SAID 0.104 ACRE TRACT BEING OUT OF A CALLED 3.066 ACRE TRACT CONVEYED TO EWING DEVELOPMENT COMPANY, L.L.C. AS TRACT 1 IN DOCUMENT NO. 2020010587 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (O.P.R.W.C.), ALSO DESCRIBED IN A CORRECTION AFFIDAVIT IN DOCUMENT NO. 2016070988 OF THE O.P.R.W.C.; SAID 0.104 ACRE TRACT OF LAND BEING MORE PARTICULARLY LOCATED AND DESCRIBED AS FOLLOWS; (BEARINGS OF LINES REFER TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 (CENTRAL ZONE) AS COMPUTED FROM GPS VECTORS; DISTANCES EXPRESSED IN U.S. SURVEY FEET SCALED TO SURFACE USING AN AVERAGE COMBINED SCALE FACTOR OF 0.99986856; PARENTHEICAL BEARINGS AND DISTANCES REFER TO PARENT TRACT RECORD INFORMATION WHERE IT DIFFERS FROM MEASURED):

TRACT 'A'

COMMENCING at a 1/2 inch iron rod found at the Westernmost corner of Lot 1 of "Northwest Crossing", a subdivision recorded in Cabinet M, Slide 85, Plat Records of Williamson County, Texas, (P.R.W.C.), also being the Southernmost corner of a called 4.02 acre tract described as "Cedar Ridge at Georgetown Condominiums" recorded in Volume 887, Page 518 and in Volume 986, Page 180 of the Deed Records of Williamson County, Texas, (D.R.W.C.), and being the Southernmost corner of a called 0.02 acre tract to M. M. Casey, Limited No. Three in Volume 986, Page 180, D.R.W.C., and being in the Northeasterly boundary line of said called 3.066 acre tract;

THENCE, S35°57'29"E", with the common Northeasterly boundary line of said called 3.066 acre tract and the Southwest boundary line of said Lot 1 of "Northwest Crossing", a distance of 43.61 feet to a calculated point for the Northernmost corner and **POINT OF BEGINNING** of this tract;

THENCE, S35°57'29"E", continuing with the common Northeasterly boundary line of said called 3.066 acre tract and the Southwest boundary line of said Lot 1 of "Northwest Crossing", a distance of 114.79 feet to a calculated point for the Southeast corner of this tract and the point of beginning of a curve to the left;

THENCE, over and across said called 3.066 acre tract, the following four (4) courses and distances:

1. (C5) with said curve to the left having a radius of 206.00 feet, an arc length of 8.02 feet, and a chord bearing and distance of N70°44'01"W, 8.02 feet to a calculated point for the point of tangency;
2. N71°50'56"W, a distance of 71.03 feet to a calculated point for the beginning of a curve to the right;
3. (C6) with said curve to the right having a radius of 156.00 feet, an arc length of 56.00 feet, and a chord bearing and distance of N61°33'57"W, 55.70 feet to a calculated point for the Westernmost corner of this tract;
4. N53°41'18" E, a distance of 70.29 feet to the **POINT OF BEGINNING** and containing a computed area of 0.104 acre, (4,510 sq. ft.), of land.



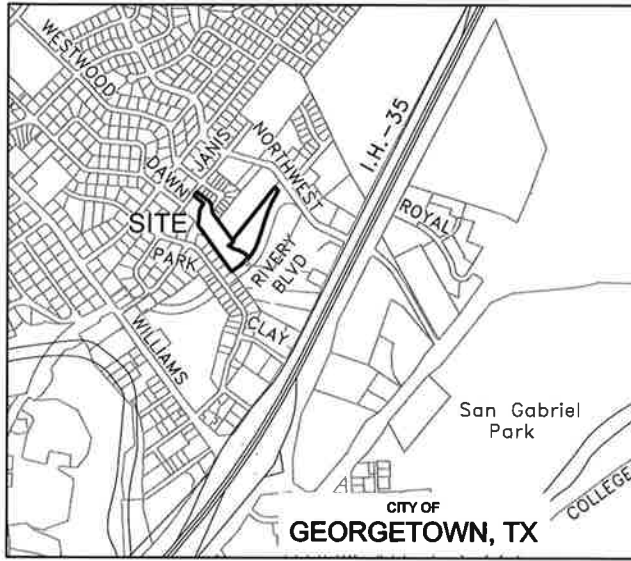
Timothy E. Haynie
Registered Professional Land Surveyor No. 2380
Haynie Consulting, Inc.

11. 06. 2020
Date



Exhibit B

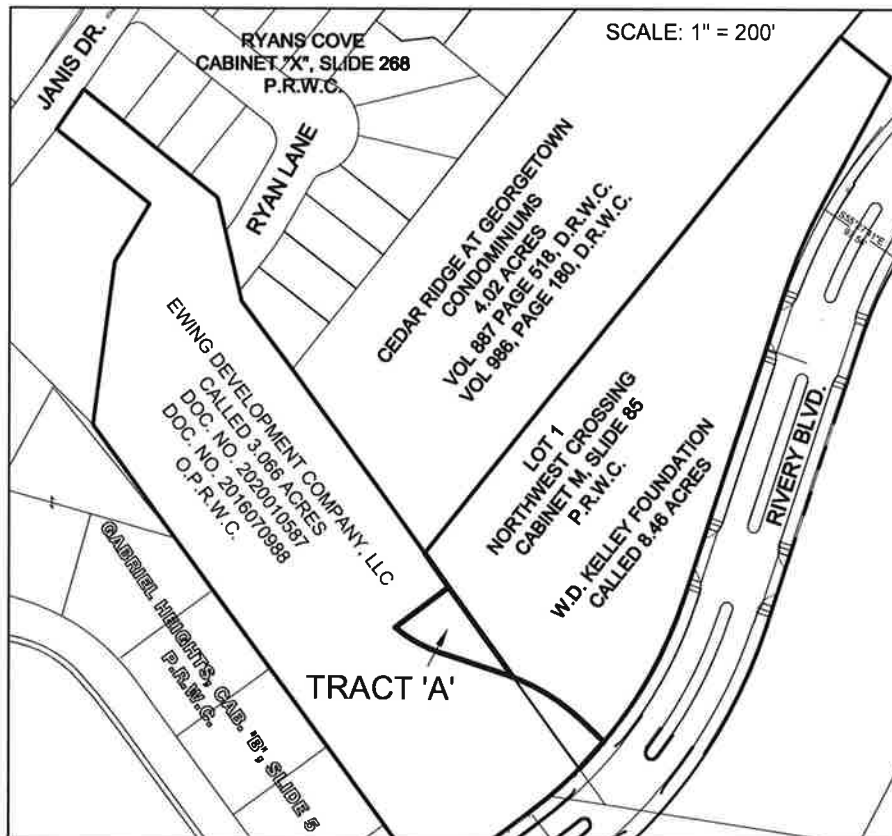
TRACT 'A' (0.104 ACRE), OUT OF THE NICHOLAS PORTER SURVEY, ABSTRACT NO. 497,
GEORGETOWN, WILLIAMSON COUNTY, TEXAS.
TO ACCOMPANY FIELD NOTES



LOCATION MAP
SCALE: 1" = 2,000'

Nov 05, 2020

ADDRESS:
JANIS DRIVE
GEORGETOWN,
TEXAS 78628



SURVEY NOTES:

- COORDINATES ARE BASED ON THE CITY OF GEORGETOWN CONTROL NETWORK.
- DISTANCES ARE EXPRESSED IN U.S. SURVEY FEET SCALED TO SURFACE USING AN AVERAGE COMBINED SCALE FACTOR OF 0.99986856.
- PARENTHEICAL BEARINGS AND DISTANCES INDICATE PARENT TRACT RECORD INFORMATION WHERE IT DIFFERS FROM MEASURED.



**HAYNIE
CONSULTING, INC.**

Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

Exhibit B

TRACT 'A' (0.104 ACRE), OUT OF THE NICHOLAS PORTER SURVEY, ABSTRACT NO. 497,
GEORGETOWN, WILLIAMSON COUNTY, TEXAS.
TO ACCOMPANY FIELD NOTES

Curve Table					
Curve #	Length	Radius	Delta	CHORD	BEARING
C1	275.58'	454.07'	034°46'25"	271.37'	N35° 47' 34"E
C2	67.29'	454.07'	008°29'27"	67.23'	N48° 56' 04"E
C3	37.84'	454.07'	004°46'30"	37.83'	S42° 18' 05"W
C4	83.80'	206.00'	023°18'25"	83.22'	S57° 57' 54"E
C5	8.02'	206.00'	002°13'50"	8.02'	N70° 44' 01"W
C6	56.00'	156.00'	020°33'58"	55.70'	N61° 33' 57"W

Line Table		
Line #	Length	Direction
L1	32.58'	S46° 18' 42"E

EWING DEVELOPMENT
COMPANY, LLC
CALLED 3.066 ACRES
DOC. NO. 2020010587
DOC. NO. 2016070988
O.P.R.W.C.

LOT 1
NORTHWEST CROSSING
CABINET M, SLIDE 85
P.R.W.C.

W.D. KELLEY FOUNDATION
CALLED 8.46 ACRES

TRACT 'A'
0.104 AC.
(4,510 SF.)

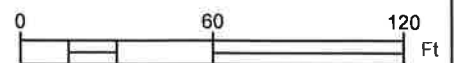
20' EXCLUSIVE EASEMENT TO THE
CITY OF GEORGETOWN
DOC. #2017059975, O.P.R.W.C.

CITY OF GEORGETOWN,
A TEXAS HOME-RULE MUNICIPAL CORP.
PARCEL 13, CALLED 0.022 ACRE
DOC. # 2017025485, O.P.R.W.C.

CITY OF GEORGETOWN,
A TEXAS HOME-RULE
MUNICIPAL CORPORATION
PARCEL 12, CALLED 0.421 ACRE
DOC. # 2017059975
O.P.R.W.C.

LEGEND

- 1/2" IRON ROD FOUND (IRF)
- 1/2" IRON ROD WITH CAP STAMPED
"HAYNIE CONSULTING" SET
- △ CALCULATED POINT
- () RECORD INFORMATION
- P.R.W.C. PLAT RECORDS WILLIAMSON COUNTY
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS
OF WILLIAMSON COUNTY



SCALE: 1" = 60'

PROJ. #: 002-20-04

**HAYNIE
CONSULTING, INC.**

Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

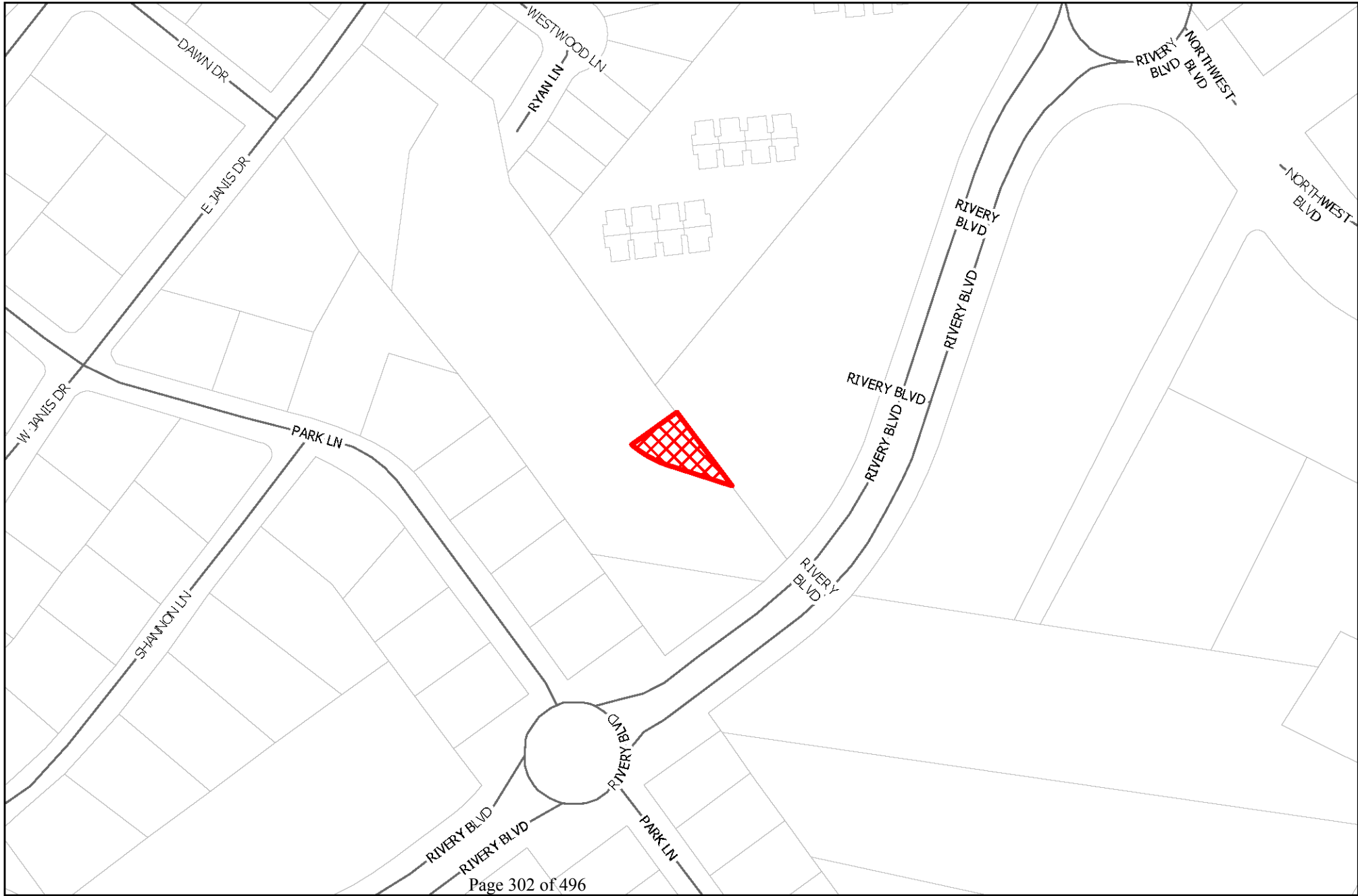
206 E Janis 2020-18-REZ

City Council First Reading
November 24, 2020

Item Under Consideration

2020-18-REZ

- Public Hearing and First Reading of an Ordinance for a Zoning Map Amendment to rezone approximately 0.104 acre out of the Nicholas Porter Survey, Abstract No. 497, from the Townhome (TH) zoning district to the General Commercial (C-3) zoning district for the property generally located at 206 E Janis Dr



LOCATION

2020-18-REZ

Exhibit #1

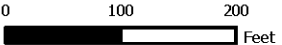


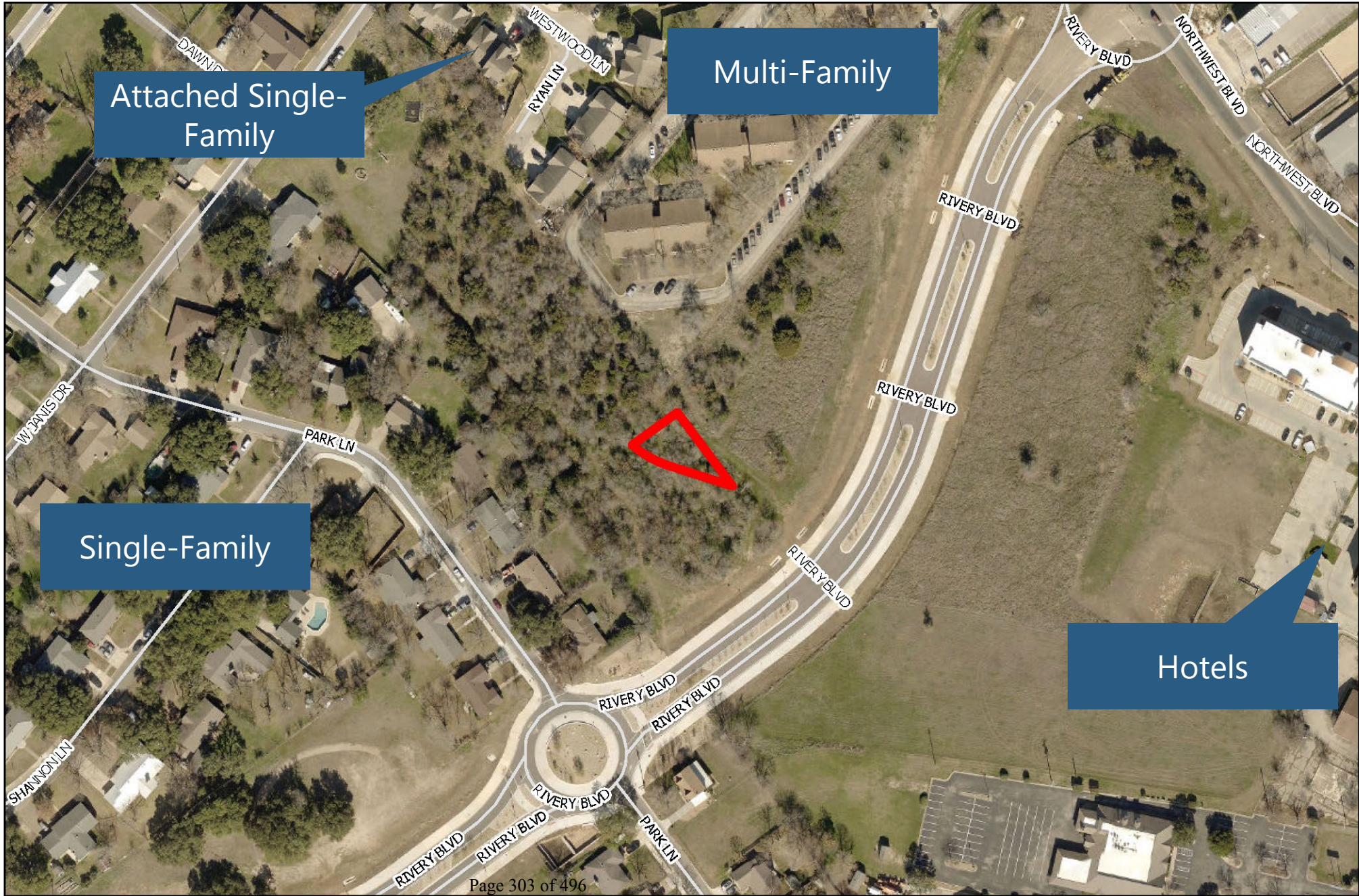
Site



Parcels

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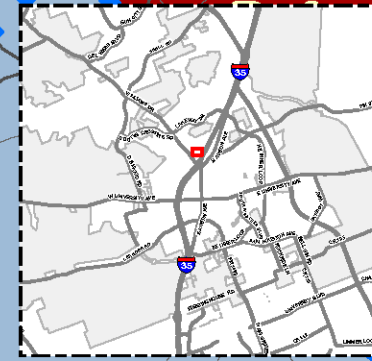
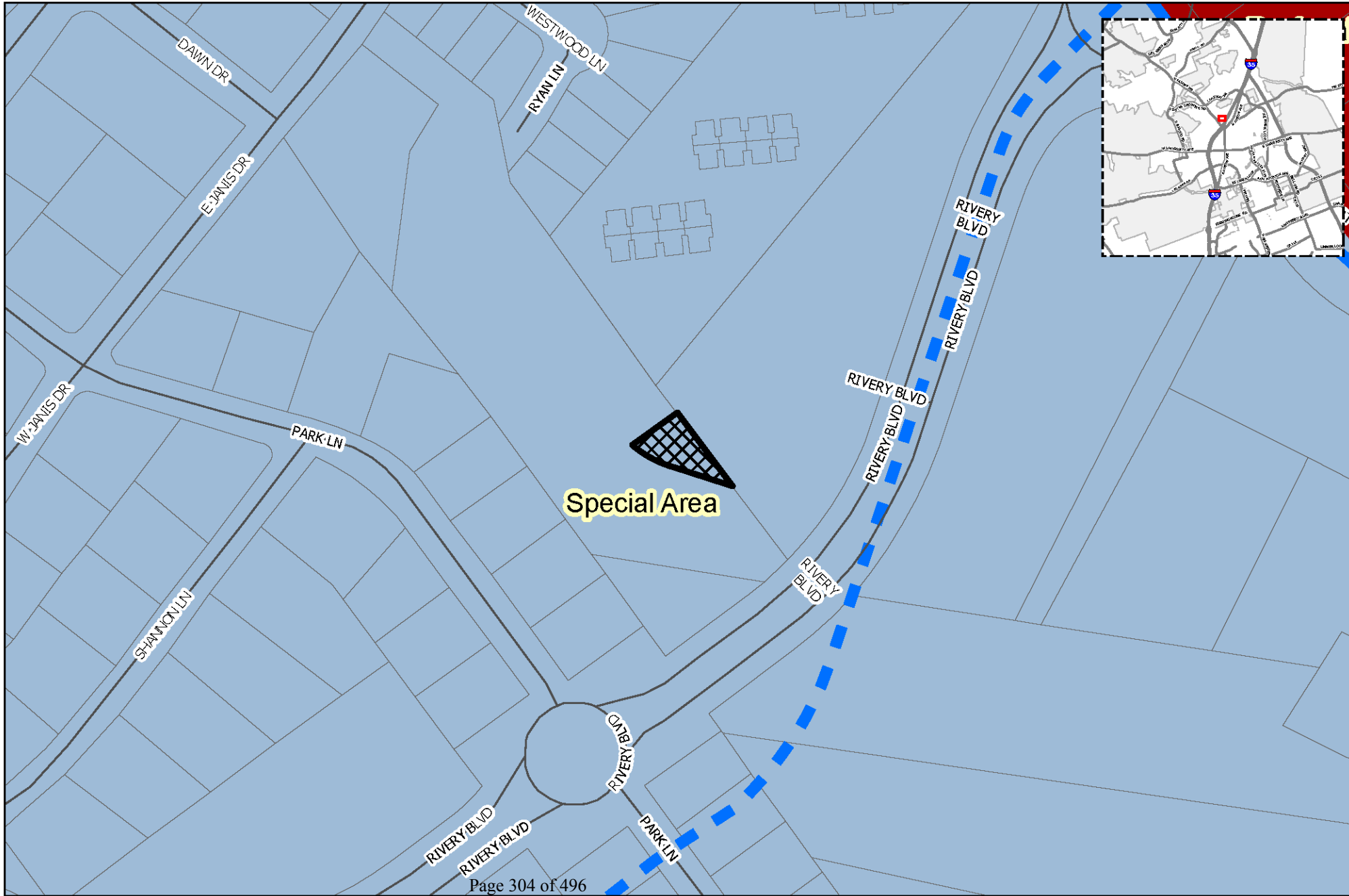
AERIAL
2020-18-REZ



Site



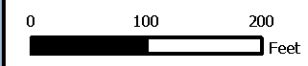
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Feet

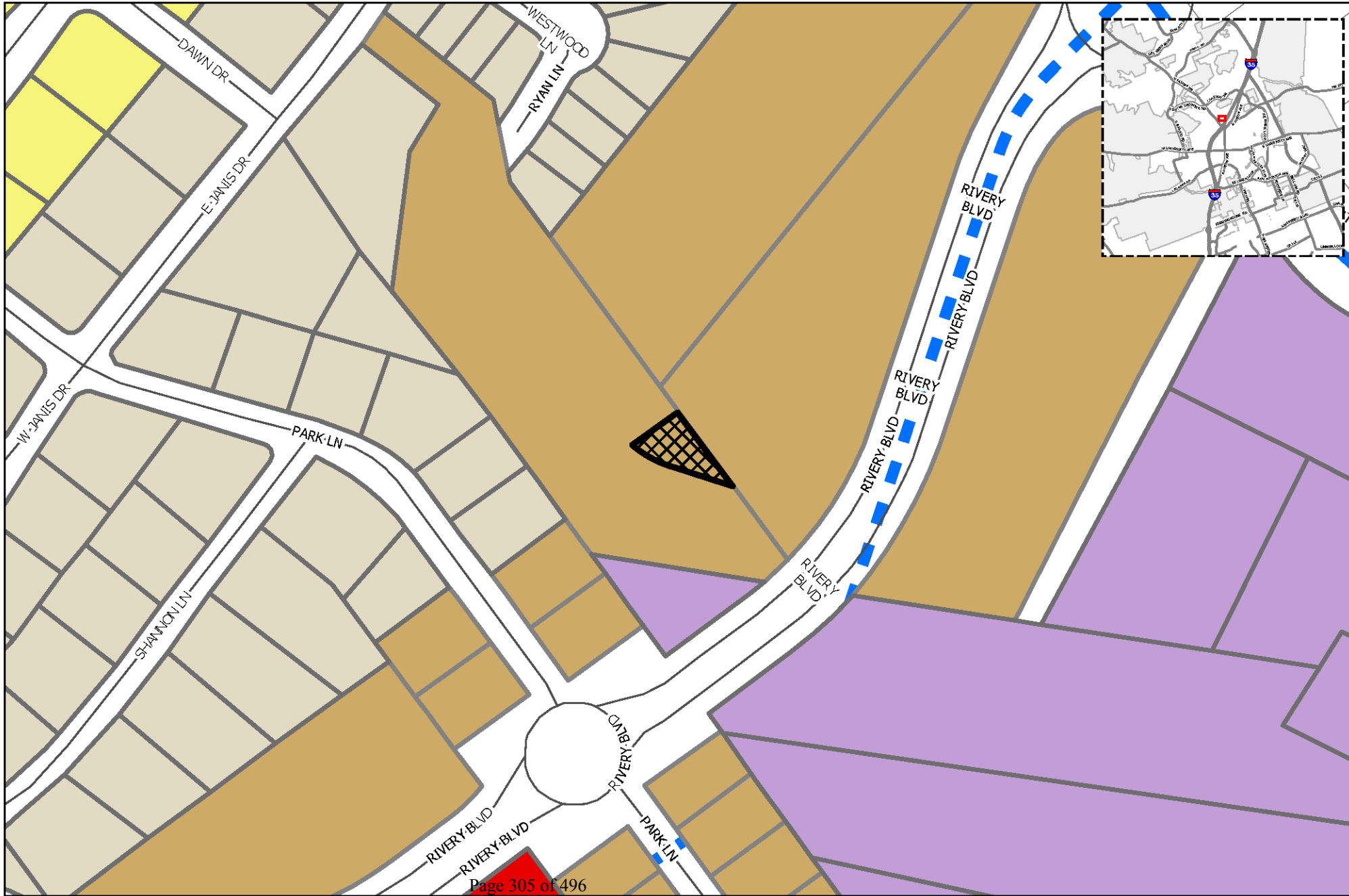


FUTURE LAND USE/ OVERALL TRANSPORTATION PLAN

2020-18-REZ
Exhibit #2

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

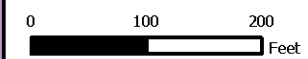




FUTURE LAND USE/ OVERALL TRANSPORTATION PLAN

2020-18-REZ
Exhibit #2

- Site
- Parcels
- City Limits
- Georgetown ETJ
- Thoroughfare
 - Existing Freeway
 - Existing Major Arterial
 - Existing Minor Arterial
 - Existing Collector
 - Proposed Freeway
 - Proposed Major Arterial
 - Proposed Minor Arterial
 - Proposed Collector
 - Proposed Rail
- Williams Dr Subarea
- FLU
 - Civic
 - High Density Mixed Housing
 - Highway Commercial
 - Medium Density Mixed Housing
 - Office/High Density Housing
 - Park
 - Single Family
 - Small Office/Medium Density Housing
 - Suburban Mixed Use
 - Urban Mixed Use



High Density Mixed Housing

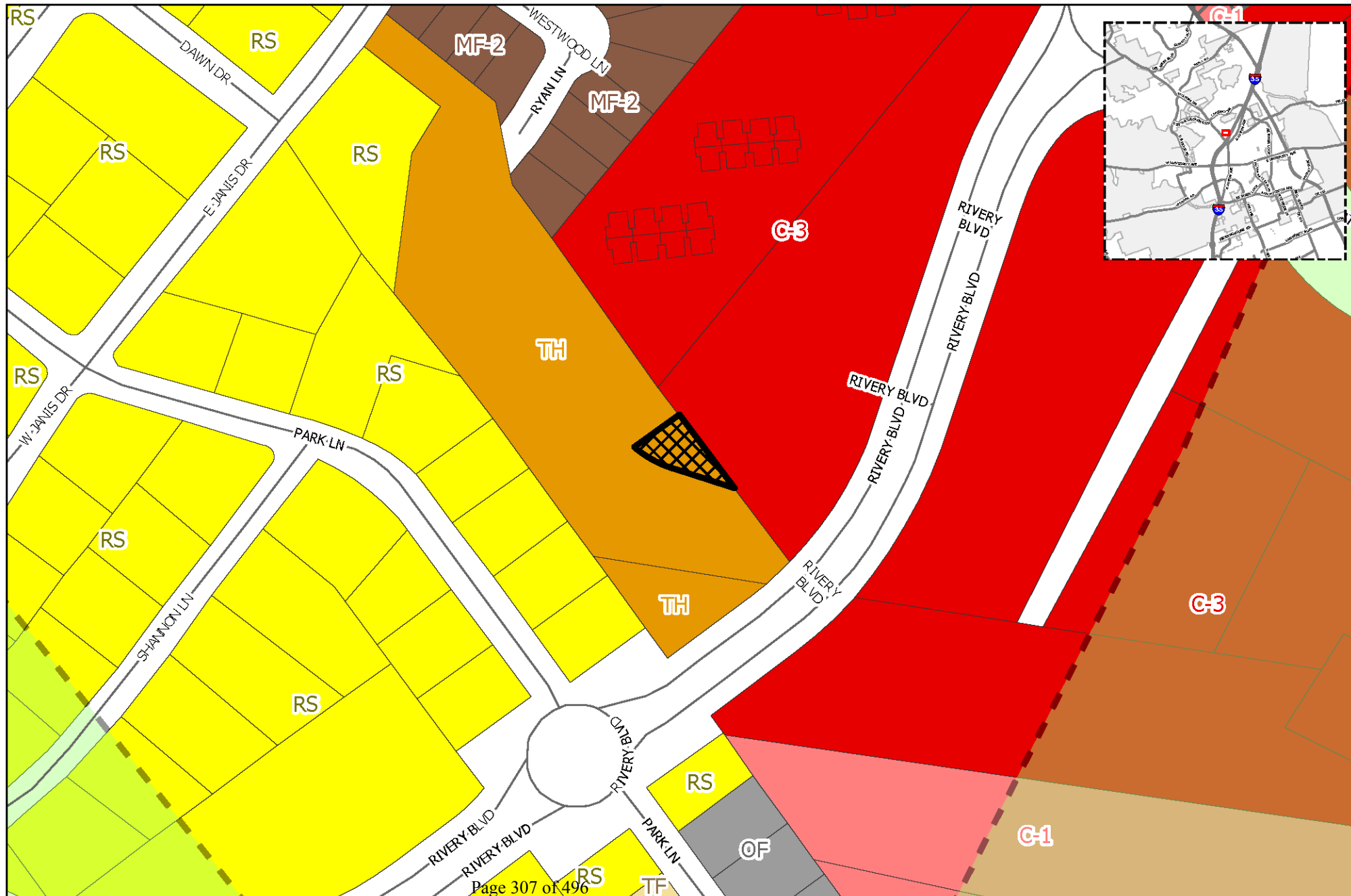
- Encourages a variety of higher intensity residential housing in a walkable environment.
- Careful transitions between existing similar single-family residences and higher density residential uses are accommodated.

DUA: 16 or more

Target Ratio: 80% residential, 20% non-residential

Primary Use: Medium density residential

Secondary Uses: Secondary Uses: High density residential, neighborhood-serving retail, office, institutional, and civic uses



ZONING

2020-18-REZ

Exhibit #3

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

0 100 200 Feet



General Commercial (C-3)

- Commercial and retail serving entire community
- May be large in scale and generate substantial traffic
- Appropriate along Arterials and Freeways

Dimensional Standards

- Max building height = 60'
- Front setback = 25'
- Side setback = 10'
- Rear setback = 10'
- Side setback to residential = 15'
- Rear setback to residential = 25'
- 15' bufferyard adjacent to RS

General Commercial (C-3)

Permitted by Right		Permitted with Limitations	Permitted with a SUP
Agricultural Sales	Integrated Office Center	Activity Center (youth/senior)	Auto. Parts Sales (outdoor)
Artisan Studio/Gallery	Landscape/Garden Sales	Athletic Facility, Indoor or Outdoor	Auto. Repair & Service, General
Assisted Living	Laundromat	Bar/Tavern/Pub	Auto. Sales, Rental, Leasing
Automotive Parts Sales (indoor)	Library/Museum	Business/Trade School	Bus Barn
Auto. Repair and Service, Limited	Medical Diagnostic Center	Church (with columbarium)	Cemetary/Columbaria/Mausoleum/Memorial Park
Banking/Financial Services	Medical Office/Clinic/Complex	College/University	Correctional Facility
Blood/Plasma Center	Membership Club/Lodge	Commercial Recreation	Firing Range, Indoor
Car Wash	Nature Preserve/Community Garden	Community Center	Flea Market
Consumer Repair	Nursing/Convalescent/Hospice	Dance Hall/Night Club	Hospital, Psychiatric
Dry Cleaning Service	Parking Lot (commercial/park-n-ride)	Data Center	Lumber Yard
Emergency Services Station	Personal Services (including restricted)	Day Care (group/commercial)	Major Event Entertainment
Event Catering/Equipment Rental	Printing/Mailing/Copying Services	Driving Range	Manufactured Housing Sales
Farmer's Market	Private Transport Dispatch Facility	Event Facility	Meat Market
Fitness Center	Restaurant (general/drive-through)	Fuel Sales	Multifamily Attached
Food Catering Services	Small Engine Repair	Heliport	Recreational Vehicle Sales, Rental, Service
Funeral Home	Social Service Facility	Kennel	Self-Storage (indoor or outdoor)
General Retail	Surgery/Post Surgery Recovery	Live Music/Entertainment	Substance Abuse Treatment Facility
General Office	Theater (movie/live)	Micro Brewery/Winery	Transient Service Facility
Government/Postal Office	Transit Passenger Terminal	Neighborhood Amenity Center	Wireless Transmission Facility (41'+)
Home Health Care Services	Urgent Care Facility	Park (neighborhood/regional)	
Hospital	Utilities (minor/intermediate/major)	Pest Control/Janitorial Services	
Hotel/Inn/Motel (incl. extended stay)	Veterinary Clinic (indoor only)	School (elementary, middle, high)	
		Upper-story Residential	
		Wireless Transmission Facility (<41')	

Approval Criteria – UDC Section 3.06.030

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

Approval Criteria – UDC Section 3.06.030

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

Planning & Zoning Commission Action

- At their November 3, 2020 meeting, the Planning & Zoning Commission unanimously recommended approval of the request.

First Reading of an Ordinance

- An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 0.104 acre out of Nicholas Porter Survey, Abstract No. 497, generally located at 206 E Janis Dr, from the Townhome (TH) zoning district to the General Commercial (C-3) zoning district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

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

SUBJECT:

Public Hearing and First Reading of an Ordinance on a request for a **Zoning Map Amendment** to **rezone** approximately **7.51 acres** out of the L.J. Dyches Survey, Abstract No. 180, **from the Industrial (IN) zoning district to the General Commercial (C-3) zoning district**, for the property generally located on the **southeast corner of IH-35 and Blue Ridge Boulevard** -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

Overview of Applicant's Request:

The applicant is seeking to rezone the subject property to develop a travel center. In their letter of intent (Exhibit 5) the applicant goes into further detail about how this development is to be accomplished.

Staff's Analysis:

Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed request meets 5 of the 5 the criteria established in UDC Section 3.06 for a Zoning Map Amendment, as outlined in the attached Staff Report.

Public Comments:

As required by the Unified Development Code (UDC), all property owners and registered neighborhood associations within 300 feet of the subject property were notified of the request (5 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper (October 18, 2020) and signs were posted on-site. As of the publication date of this report, staff has received no written comments in favor or in opposition of the request.

Planning and Zoning Commission Recommendation:

At their November 3, 2020 meeting, the Planning and Zoning Commission recommended approval (6-0) of the request.

FINANCIAL IMPACT:

None. The applicant has paid the required application fees.

SUBMITTED BY:

Ethan Harwell, Senior Planner

ATTACHMENTS:

2020-17-REZ - P&Z Staff Report

Exhibit 1 – Location Map

Exhibit 2 – Future Land Use Map

Exhibit 3 – Zoning Map

Exhibit 4 – Design and development standards of the General Commercial (C-3) zoning district

Exhibit 5 – Letter of Intent

Ordinance with Exhibits

Presentation

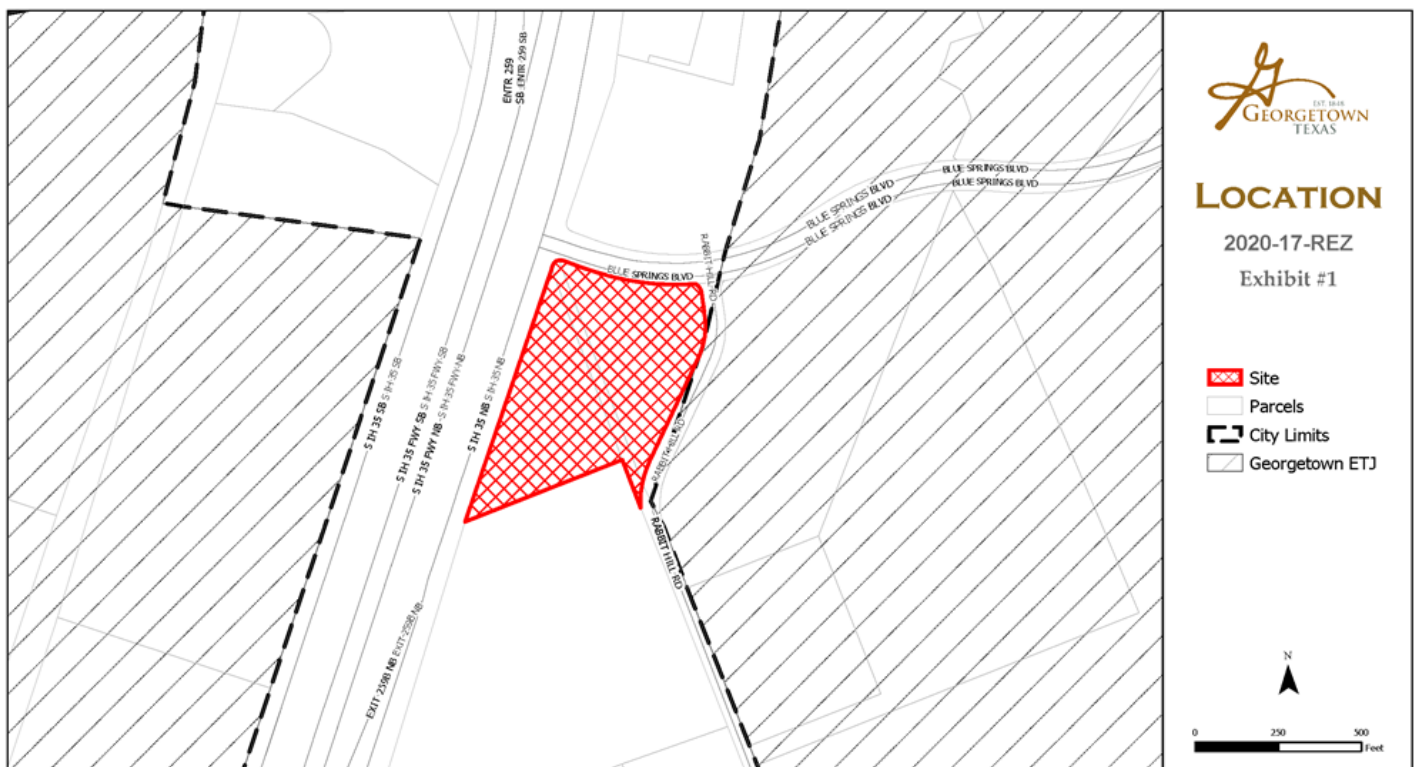


Planning and Zoning Commission Planning Department Staff Report

Report Date: October 30, 2020
Case No: 2020-17-REZ
Project Planner: Ethan Harwell, Senior Planner

Item Details

Project Name: IH-35 and Blue Springs Rezoning
Project Location: Generally located on the southeast corner of IH-35 and Blue Springs Boulevard, within City Council district No. 1.
Total Acreage: 7.51 acres
Legal Description: 7.51 acres out of the L.J. Dyches Survey, Abstract No. 180
Applicant: Bob Demyan
Property Owner: Longhorn Junction Land and Cattle Company, LLC; c/o Drew Hall
Request: Zoning Map Amendment to rezone the subject property from **Industrial (IN)** to **General Commercial (C-3)**.
Case History: This is the first public hearing of this request.



Planning Department Staff Report

Overview of Applicant's Request

The applicant is seeking to rezone the subject property to develop a travel center. In their letter of intent (Exhibit 5) the applicant goes into further detail about how this development is to be accomplished.

Site Information

Location:

The subject property is located on the east side of IH-35 at the intersection with Blue Springs Boulevard.

Physical and Natural Features:

Generally, the site is flat, has minimal tree cover, and is not encumbered by any floodplain. The most notable feature on the site is the existing overhead electric lines that bisect the site from northwest to southeast.

Future Land Use and Zoning Designations:

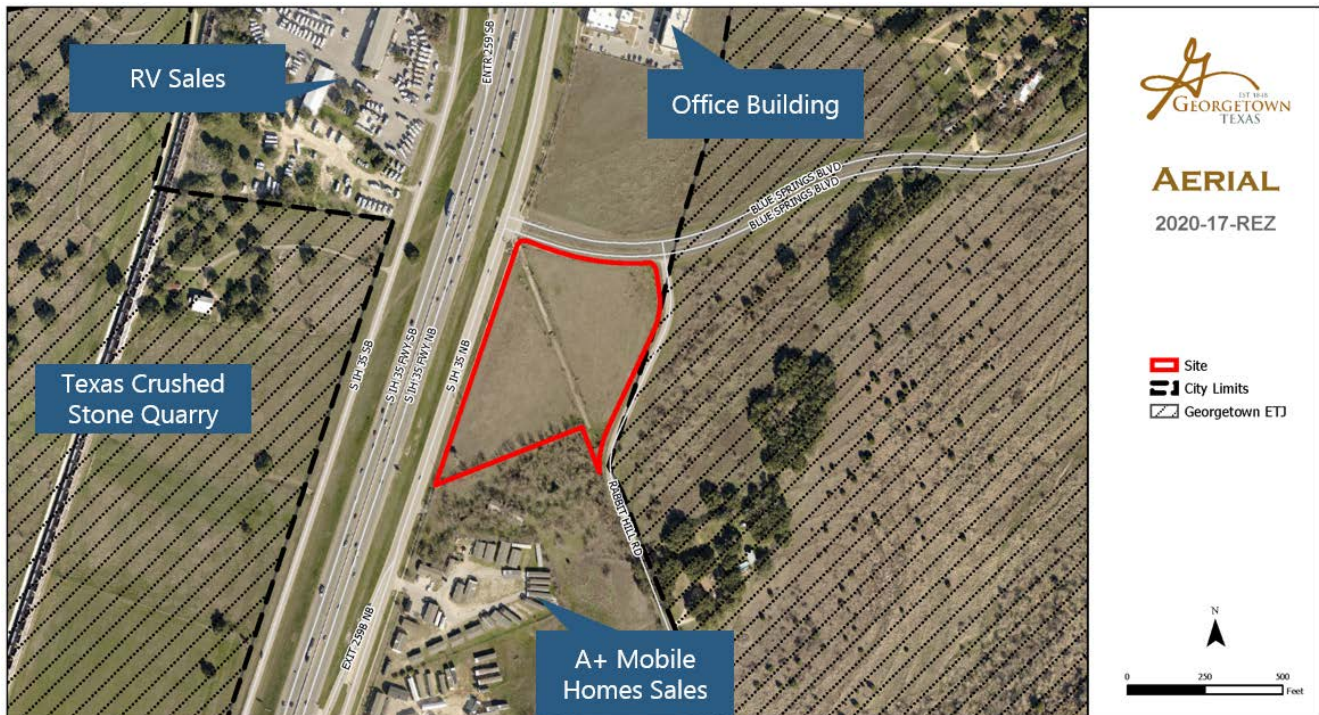
The subject property has an Employment Center Future Land Use and is currently zoned Industrial (IN) and is a part of the Highway Gateway Overlay District.

Surrounding Properties:

Most of the surrounding area on the east side of IH-35 is undeveloped and outside of the city limits. To the north and south of the subject property some light industrial uses front onto the IH-35 service road and are located in the city limits. Nearly everything to the east of the subject property sits outside of the city limits in the ETJ and is undeveloped.

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

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	Industrial (IN)	Regional Commercial	Undeveloped
East	None - ETJ	Employment Center	Undeveloped
South	Industrial (IN)	Employment Center	Manu. Homes Sales
West	None - ETJ	Employment Center	IH-35, Rail & Quarry



Property History:

The subject property was annexed into the City in 1987 and zoned as Residential Single-Family (RS) as part of an effort to annex the property adjacent to the IH-35 service roads. Then, in 1989 the property was rezoned to the Industrial (IN) zoning district.

Comprehensive Plan Guidance

Future Land Use Map:

The subject property has a Future Land Use designation of Employment Center. This Future Land Use designation encourages employment generating uses that support heightened economic activity through manufacturing, office, professional services, and other related uses. This could also include uses that complement and support the primary employment uses such as retail, high-density residential, or flex workspace uses.

The use of buffers and/or performance-based development standards can protect adjacent uses from adverse impacts. Transitions from industrial uses to residential uses should be carefully considered.

Employment Centers (EC)

DUA: 14 or more

Target Ratio: 80% nonresidential, 20% residential

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

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

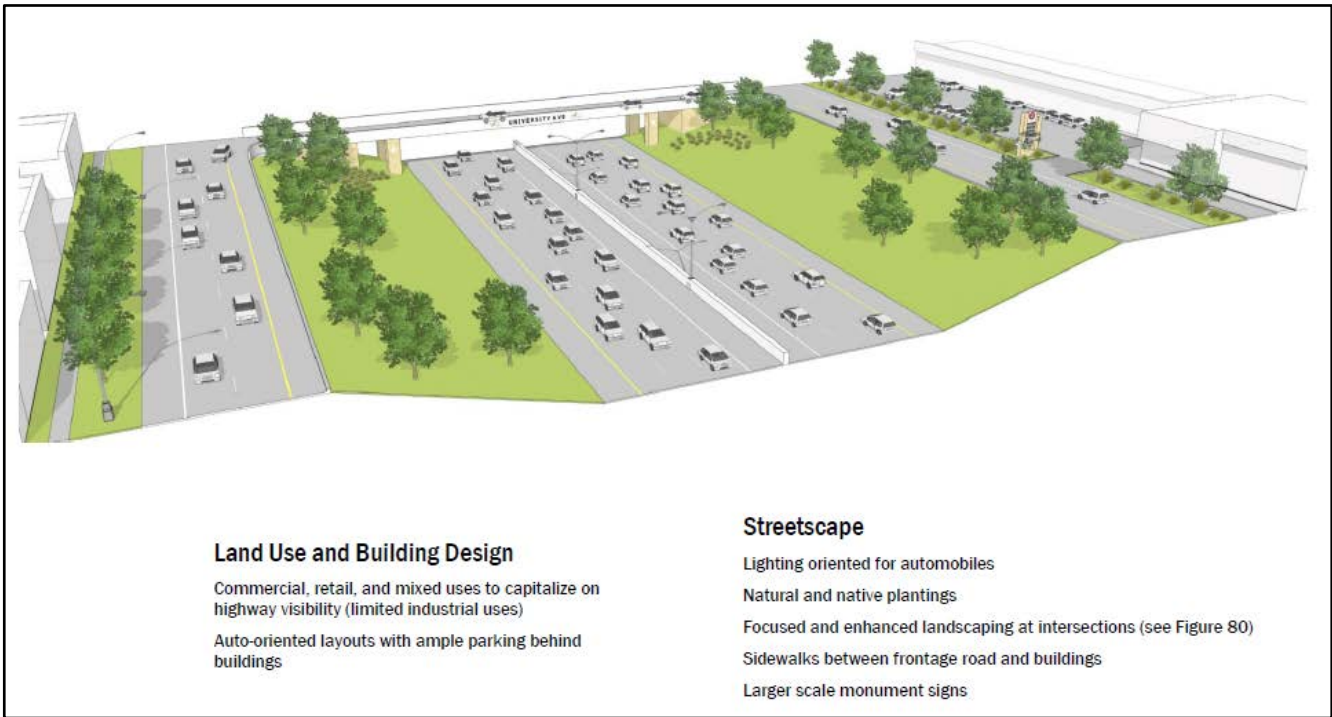
Gateway & Image Corridor Element:

The 2030 Plan calls for IH-35 to continue to be identified as a Highway Corridor. The Highway Corridors should present a positive, inviting image to Georgetown by balancing aesthetics and

Planning Department Staff Report

appearance of development with the strategic location along IH-35 and its importance for economic development efforts (Policy GC.1).

Land uses encouraged along IH-35 are typically larger in scale or larger traffic generators than other uses. Buildings are typically set back from the roadway and sites are designed to accommodate more vehicular traffic.



Utilities

The subject property is located within the City’s service area for water and wastewater. Additionally, it is located within the City of Georgetown and Oncor dual 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 is bounded by roadways on three sides – IH-35 frontage road, Blue Springs Blvd., and Rabbit Hill Road.

The IH-35 frontage road functions much like a major arterial level road – moving traffic through and between different areas within the city and access to adjacent land uses. The subject property is approximately 450-feet away from the bottom of the nearest exit ramp off of the north-bound side of IH-35.

Rabbit Hill Road and Blue Springs Drive are both classified as major collector level roads. These streets are intended to balance traffic between arterial streets and local streets. These streets tend to carry a

Planning Department Staff Report

high volume of traffic over shorter distances, providing access and movement between neighborhoods, parks, schools, retail areas and the arterial street system. In this case, Blue Ridge Drive carries traffic from east to west and Rabbit Hill Road carries traffic from south to the north.

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

Proposed Zoning district

The General Commercial District (C-3) is intended to provide a location for general commercial and retail activities that serve the entire community and its visitors. Uses may be large in scale and generate substantial traffic, making the C-3 District only appropriate along freeways and major arterials.

Permitted uses in this district include, but are not limited to, general retail, hotels, restaurants, and general office. Other uses such as activity center, bar/tavern/pub, college/university, fuel sales, and event facility among others are permitted subject to specific design limitations. Certain land uses, including automotive sales, rental or leasing facilities, require a Special Use Permit (SUP). Exhibit 4 contains a comprehensive list of C-3 district permitted uses and development standards.

Intergovernmental and Interdepartmental Review

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

Approval Criteria

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

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	Complies
An application must provide the necessary information to review and make a knowledgeable decision in order for staff to schedule an application for consideration by the Planning and Zoning Commission and City Council. This application was reviewed by staff and deemed to be complete.	
2. The zoning change is consistent with the Comprehensive Plan.	Complies
The subject property is in an Employment Center Future Land Use area, and is directly adjacent to a Regional Center area.	
The Employment Center area is meant to primarily support larger scale employment activities like warehousing, manufacturing, offices and business parks, etc. The General Commercial (C-3) district permits limited numbers of the more "light industrial" type uses that would fall into this category. But, the General Commercial (C-3) district also provides a number of other uses that could be	

Planning Department Staff Report

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
considered to be supporting uses in the Employment Center. These uses include general retail, restaurants, auto oriented uses, medical uses, etc.	
3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	Complies
The proposed zoning contributes to the safe and orderly development of the City by providing a space within the automobile-oriented Employment Center for auto-oriented supporting uses that are permitted in the General Commercial (C-3) district. The subject property sits at the confluence of a freeway and the two major collectors that draw traffic out of the Employment Center to the freeway. This makes an ideal to provide a supporting commercial use.	
4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	Complies
Generally, the surrounding properties are undeveloped but some properties in the area are developed with a light industrial or office use. Being that the vast majority of the adjacent property is undeveloped, the development on the current property will establish the character of the area as it develops.	
5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.	Complies
The subject property is sufficient in size and configuration to accommodate most of the uses permitted in the General Commercial (C-3) district. There are no natural features that encumber the site, but the electric easement and overhead infrastructure that bisects the site from northwest to southeast must be relocated at the expense of the developer.	

In general, the subject property is suitable for the proposed zoning district. The location at the convergence of IH-35, Blue Ridge Boulevard, and Rabbit Hill Road gives it a unique location to serve traffic generating commercial uses and to support future Employment Center development in the area.

Meetings Schedule

November 3, 2020 – Planning and Zoning Commission

November 24, 2020 – City Council First Reading of the Ordinance

December 8, 2020 – City Council Second Reading of the Ordinance

Public Notification

As required by the Unified Development Code, all property owners and registered neighborhood associations within a 300-foot radius of the subject property were notified of the Zoning Map Amendment request (5 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (October 18, 2020) and signs were posted on-site. To date, staff has received 0 written comments in favor, and 0 in opposition to the request.

Attachments

Exhibit 1 – Location Map

Exhibit 2 – Future Land Use Map

Exhibit 3 – Zoning Map

Exhibit 4 – Design and development standards of the General Commercial (C-3) zoning district


Exhibit 5 – Letter of Intent

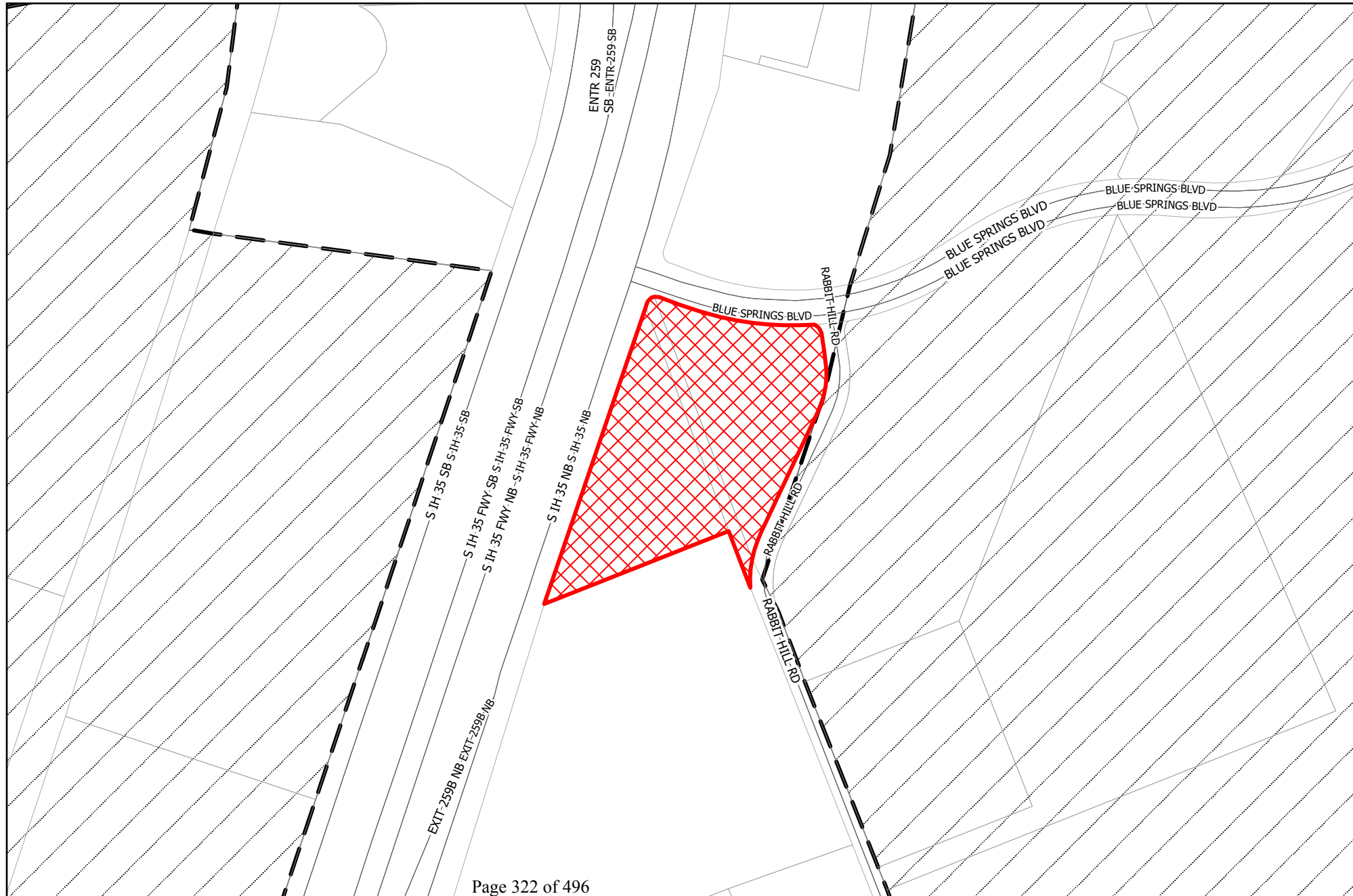
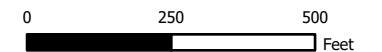


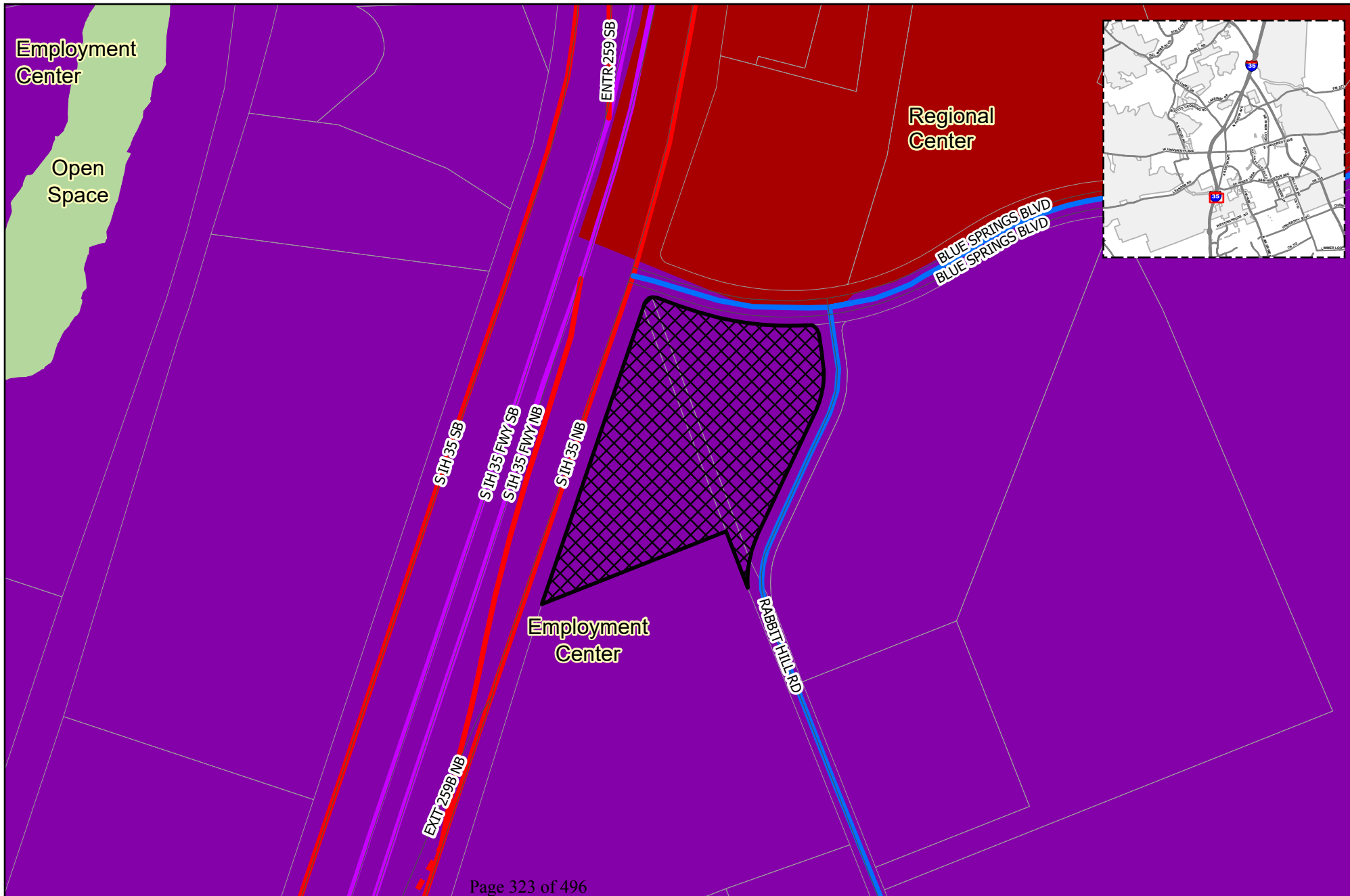
LOCATION

2020-17-REZ

Exhibit #1

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ



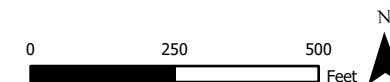


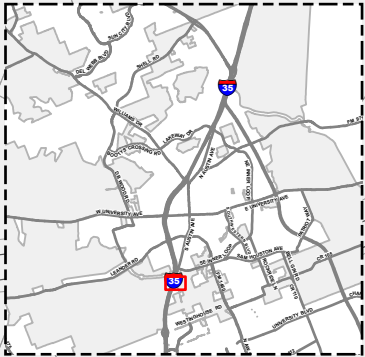
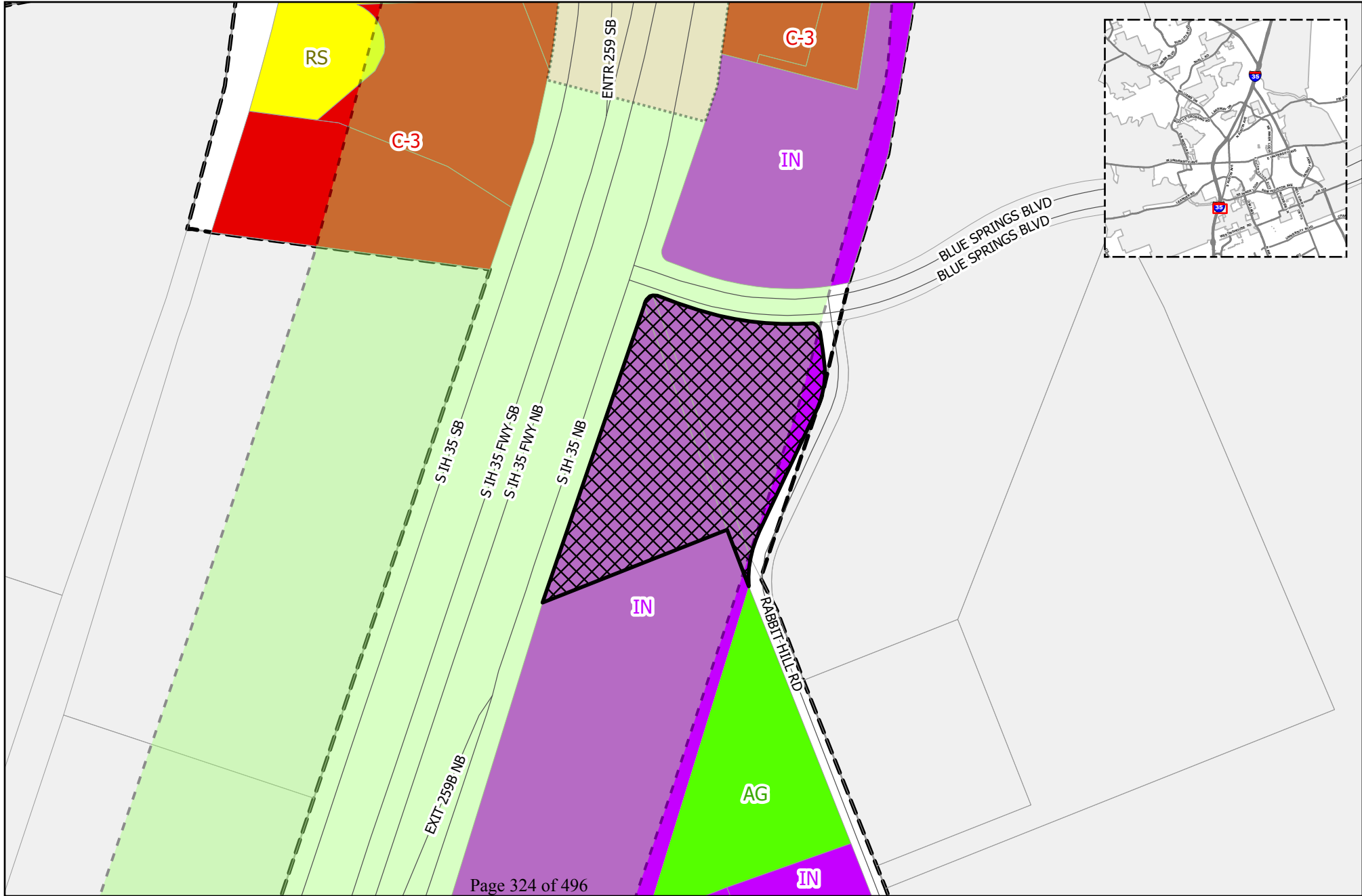
**FUTURE LAND USE/
OVERALL TRANSPORTATION
PLAN**

2020-17-REZ

Exhibit #2

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





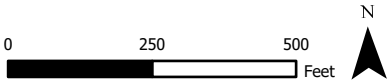
ZONING

2020-17-REZ

Exhibit #3

- Site
- PUD
- Courthouse View Overlay
- Old Town Overlay
- Historic Overlay
- Downtown Overlay
- SPO Overlay
- Gateway Overlay
- Parcels

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



General Commercial (C-3) District

District Development Standards		
Maximum Building Height = 60 feet	Side Setback = 10 feet	Bufferyard = 15 feet with plantings
Front Setback = 25 feet	Side Setback to Residential = 15 feet	adjacent to AG, RE, RL, RS, TF, MH,
(0 feet for build-to/downtown)	Rear Setback = 10 feet	MF-1, or MF-2 districts
	Rear Setback to Residential = 25 feet	
Specific Uses Allowed within the District		
Allowed by Right	Subject to Limitations	Special Use Permit (SUP) Required
Agricultural Sales	Activity Center (youth/senior)	Auto. Parts Sales (outdoor)
Artisan Studio/Gallery	Athletic Facility, Indoor or Outdoor	Auto. Repair & Service, General
Assisted Living	Bar/Tavern/Pub	Auto. Sales, Rental, Leasing
Automotive Parts Sales (indoor)	Business/Trade School	Bus Barn
Auto. Repair and Service, Limited	Church (with columbarium)	Cemetery, Columbaria, Mausoleum, or Memorial Park
Banking/Financial Services	College/University	Correctional Facility
Blood/Plasma Center	Commercial Recreation	Firing Range, Indoor
Car Wash	Community Center	Flea Market
Consumer Repair	Contractor Services, Limited	Fuel Sales with more than 10 multi-fuel dispensers
Dry Cleaning Service	Dance Hall/Night Club	Hospital, Psychiatric
Emergency Services Station	Data Center	Lumber Yard
Event Catering/Equipment Rental	Day Care (group/commercial)	Major Event Entertainment
Farmer's Market	Driving Range	Manufactured Housing Sales
Fitness Center	Event Facility	Meat Market
Food Catering Services	Fuel Sales	Multifamily Attached
Funeral Home	Heliport	Recreational Vehicle Sales, Rental,
General Retail	Kennel	Self-Storage (indoor or outdoor)
General Office	Live Music/Entertainment	Substance Abuse Treatment Facility
Government/Postal Office	Micro Brewery/Winery	Transient Service Facility
Home Health Care Services	Neighborhood Amenity Center	Wireless Transmission Facility (41'+)
Hospital	Office/Showroom	
Hotel/Inn/Motel (incl. extended stay)	Office/Warehouse	
Integrated Office Center	Park (neighborhood/regional)	
Landscape/Garden Sales	Pest Control/Janitorial Services	
Laundromat	School (Elementary, Middle, High)	
Library/Museum	Upper-story Residential	
Medical Diagnostic Center	Wireless Transmission Facility (<41')	
Medical Office/Clinic/Complex		
Membership Club/Lodge		
Nature Preserve/Community Garden		
Nursing/Convalescent/Hospice		
Parking Lot (commercial/park-n-ride)		
Personal Services (inc. Restricted)		
Printing/Mailing/Copying Services		
Private Transport Dispatch Facility		
Restaurant (general/drive-through)		
Small Engine Repair		
Social Service Facility		
Surgery/Post Surgery Recovery		
Theater (movie/live)		
Transit Passenger Terminal		
	Allowed by Right (continued)	
	Urgent Care Facility	
	Utilities (Minor/Intermediate/Major)	
	Veterinary Clinic (indoor only)	

Rezoning Letter of Intent

September 21, 2020

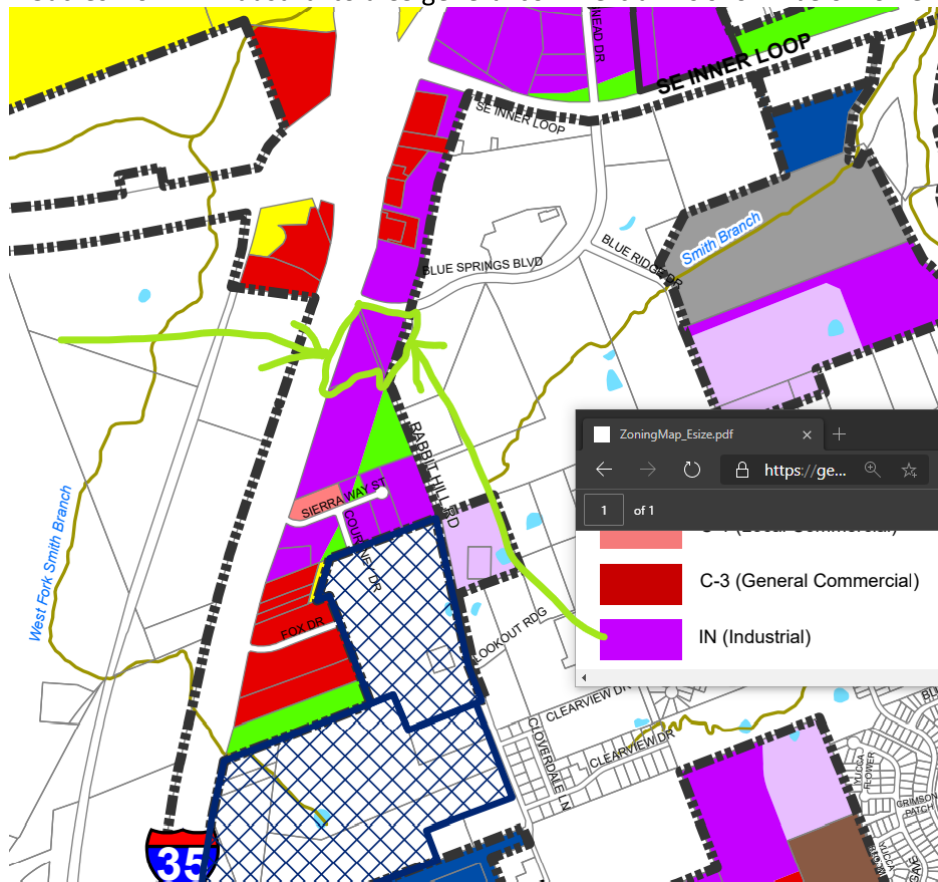
Planning Department
406 W. 8th St.
Georgetown, TX 78626

RE: Rezoning Letter of intent
Proposed C3 Zoning
IH-35, Blue Springs Blvd. & Rabbit Hill

Location: Parcels R462817, R429285 and R315757 @ IH-35, Blue Springs Blvd. & Rabbit Hill Rd.
Existing Zoning: IN (Industrial)
Proposed Zoning: C-3 (General Commercial)
Future Land Use: Employment Center
Acreage of property to be rezoned: 7.516 Acres

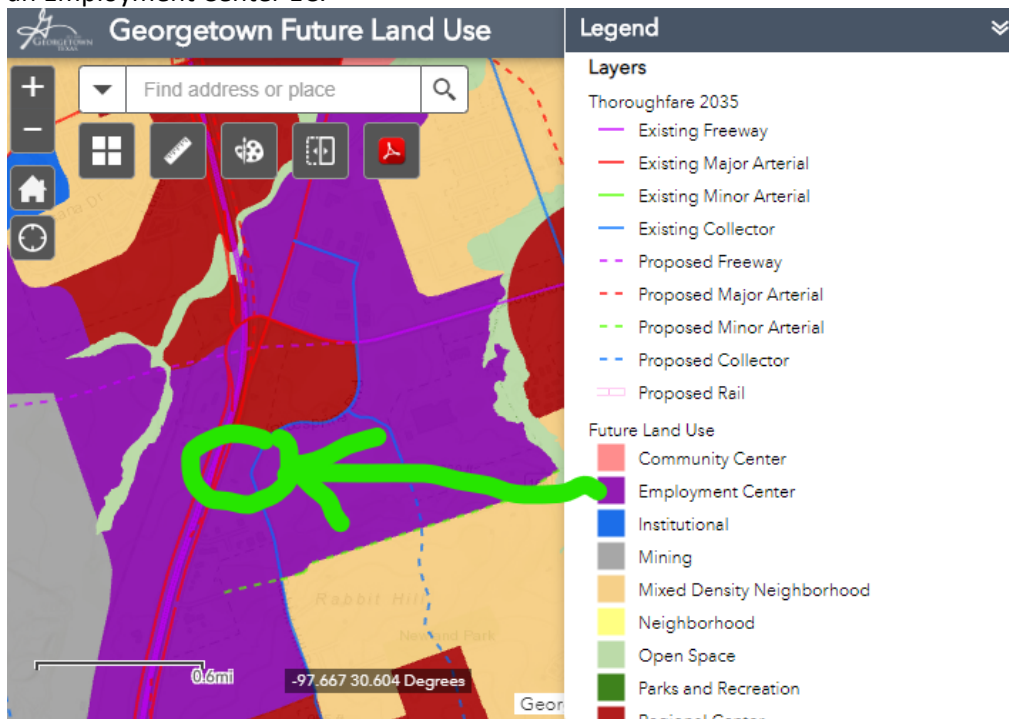
To Whom it May Concern,

We are requesting zoning change of Parcels R462817, R429285 and R315757 (see attached WilCo Parcels) just south of Blue Springs Blvd. located in between IH-35 & Rabbit Hill Rd. approximately 7.5 acres from IN industrial to a C3 general commercial. As shown below on existing zoning map.



Rezoning Letter of Intent

The City of Georgetown 2030 Future Land Use Plan, shown below, indicates proposed long range use as an Employment Center EC.



(Future Land Use)

Employment Center (EC)

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

DUA: 14 or more

Target Ratio: 80% nonresidential, 20% residential

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

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

As shown above the employment center should “...protect adjacent uses from adverse impacts potentially associated with the existing industrial uses” We are proposing with this project to change the

Rezoning Letter of Intent

lot from IN to C3, removing the industrial zoning and changing to general commercial which will provide commercial employment on current undeveloped land.

If this rezoning request is approved this project currently proposes; moving the electrical lines from crossing the middle of the lot (R429285) & relocation to underground along the easterly and northerly side of the lot (R462817) Then Subdividing the existing lots (R462817, R429285 and R315757) down to the 5 acre lot square off of blue springs and remaining 2.5acre track of land to be platted. The lot is currently an undeveloped grassy lot, with plan to develop the 5 acre partial of lots for a travel center, see attached preliminary draft site layout for your reference.

See responses in red explaining as how this request is meeting approval criteria:

Sec. 3.06.030. - Approval Criteria (Rezoning).

The City Council shall consider the following approval criteria for zoning changes:

A.

The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action; **Included application checklist for zoning map amendment (rezoning) with all supporting documents.**

B.

The zoning change is consistent with the Comprehensive Plan; **Zoning is change to C3 general commercial per Employment Center goals per future land use of the 2030 comprehensive plan.**

C.

The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City; **This zoning change request is consistent with the comprehensive plan to help better the city by providing development to currently undeveloped land.**

D.

The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and **This property is surrounded by roads on the westerly northly and easterly side of lot and the southern side will be remaining industrial as currently zoned.**

E.

The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment. **Per our pre-application meeting with the city on 9/3/20220 we need to have the lot rezoned from IN to C-3 before starting the site plan process.**

If you have any questions or concerns, please don't hesitate to reach out.

Thanks for your time,



Bob Demyan, PE

440-708-4121

Bob.D@tcmb.engineering

ORDINANCE NO. _____

An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 7.51 acres out of the L.J. Dyches Survey, Abstract No. 180, generally located generally located on the southeast corner of IH-35 and Blue Ridge Boulevard, from the Industrial (IN) zoning district to the General Commercial (C-3) zoning district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

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

7.51 acres out of the L.J. Dyches Survey, Abstract No. 180, generally located a on the southeast corner of IH-35 and Blue Ridge Boulevard, as described in Exhibit B, 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 November 3, 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 November 24, 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 Industrial (IN) zoning district to the General Commercial (C-3), in accordance with the attached *Exhibit A* (Location Map) and *Exhibit B* (Legal Description) and incorporated herein by reference.

Ordinance Number: _____

Page 1 of 2

Description: IH-35 & Blue Springs Rezoning

Case File Number: 2020-17-REZ

Date Approved: December 8, 2020

Exhibits A-B Attached

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

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

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

APPROVED on First Reading on the 24th day of November 2020.

APPROVED AND ADOPTED on Second Reading on the 8th day of December, 2020.

THE CITY OF GEORGETOWN:

ATTEST:

Josh Schroeder
Mayor

Robyn Densmore, TRMC
City Secretary

APPROVED AS TO FORM:

Skye Masson
City Attorney

Ordinance Number: _____

Description: IH-35 & Blue Springs Rezoning

Date Approved: December 8, 2020

Page 2 of 2

Case File Number: 2020-17-REZ




Exhibits A-B Attached



LOCATION

2020-17-REZ

Exhibit A

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ

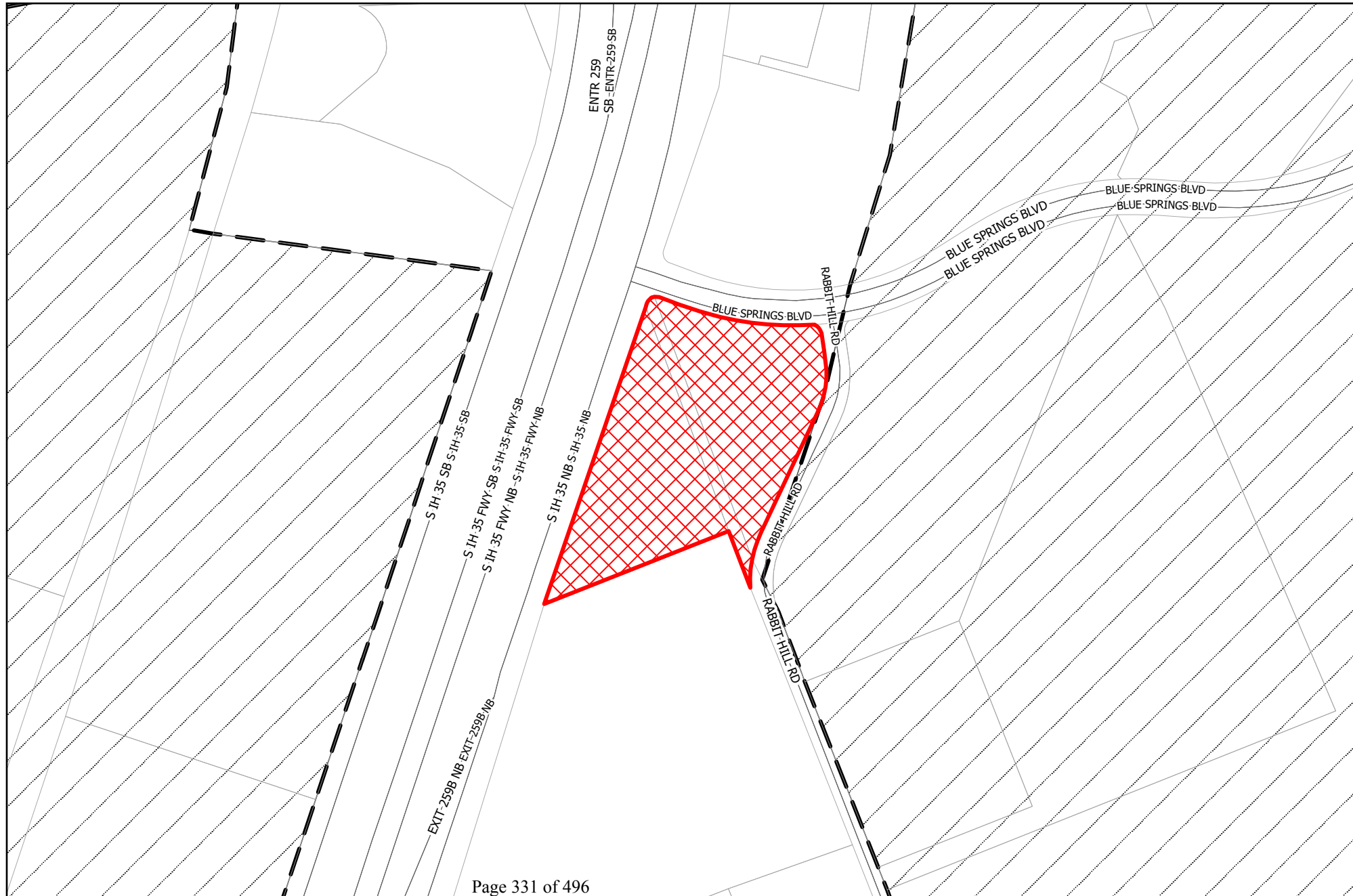
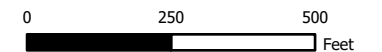


EXHIBIT "B"

BEING A 7.51 ACRES OF LAND, OUT OF THE L. J. DYCHES SURVEY, ABSTRACT NUMBER 180, WILLIAMSON COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN LONGHORN JUNCTION PHASE III, LP., 7.5156 ACRE TRACT, CALLED TRACT 1 RECORDED IN DOCUMENT NUMBER 2010002544, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 7.51 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING at the intersection of the easterly right-of-way line of S. I-35 and the southerly right-of-way line of Bluespring Boulevard, being the beginning of a curve to the right having a radius of 25.00 feet, same being the northwest corner of said 7.5156 acre tract, for the northwest corner hereof;

THENCE along said Bluespring Boulevard and the northerly line of said 7.5156 acre tract, the following 3 calls,

1. Along said curve to the right whose chord bears, North 63 degrees 29 minutes 41 seconds East, 35.26 feet to the end of said curve,
2. South 71 degrees 39 minutes 50 seconds East, 76.20 feet to the beginning of a curve to the left having a radius of 845.00 feet,
3. Along said curve to the left whose chord bears, South 82 degrees 55 minutes 16 seconds East, 328.52 feet to the end of said curve, at the intersection of said Bluespring Boulevard and the westerly right-of-way line of CR 116, being the beginning of a curve to the right having a radius of 25.00 feet;

THENCE along said CR 116, continuing along the northerly line and along the easterly line of said 7.5156 acre tract, the following 5 calls,

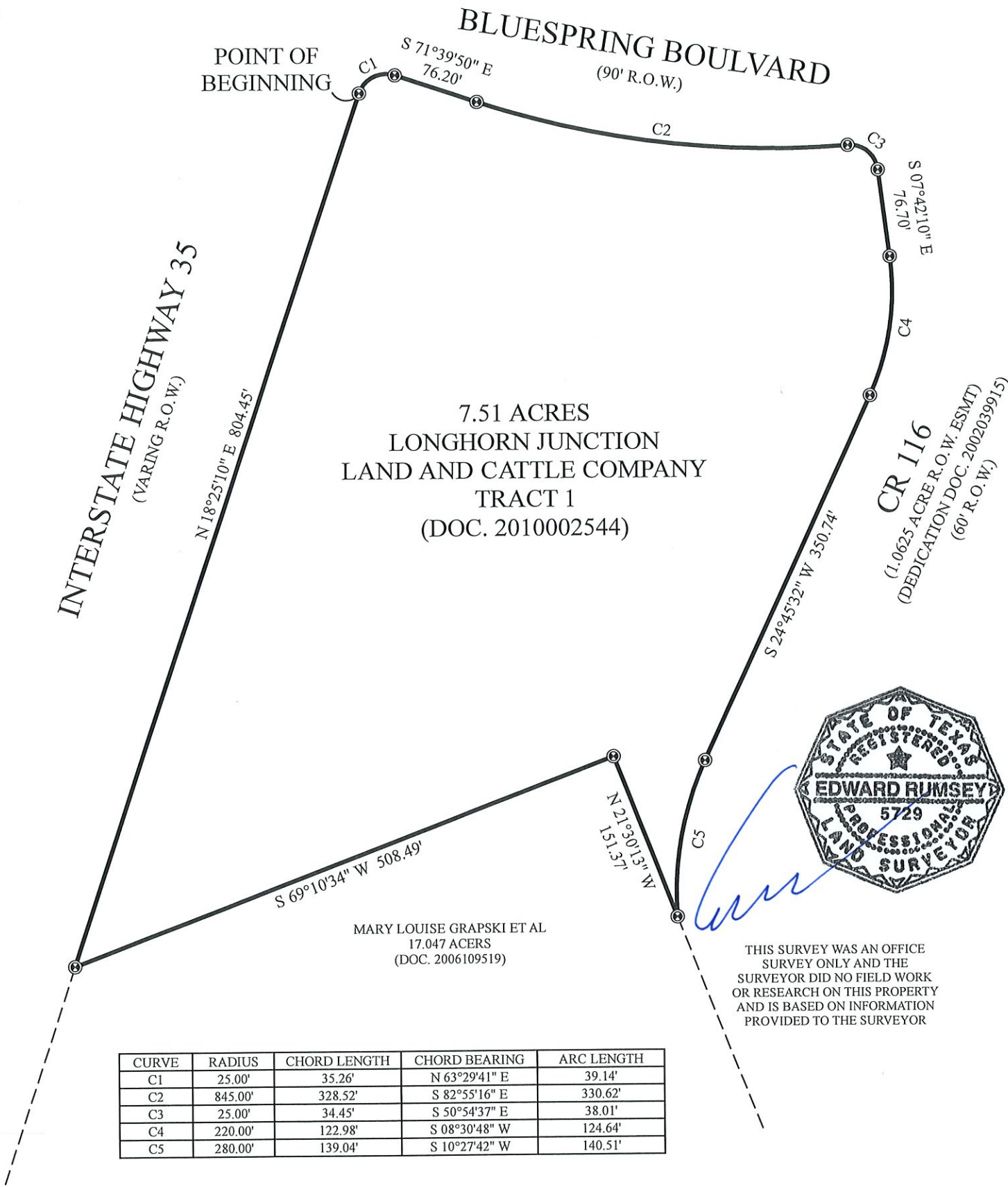
1. Along said curve to the right whose chord bears South 50 degrees 54 minutes 37 seconds East, 34.45 feet to the end of said curve, for the
2. South 07 degrees 42 minutes 10 seconds East, 76.70 feet to the beginning of a curve to the right having a radius of 220.00 feet,
3. Along said curve whose chord bears South 08 degrees 30 minutes 48 seconds West, 122.98 feet to the end of said curve,
4. South 24 degrees 45 minutes 32 seconds West, 350.74 feet to the beginning of a curve to the left having a radius of 280.00 feet,
5. Along said curve whose chord bears, South 10 degrees 27 minutes 42 seconds West, 139.04 feet to the northeast corner of that certain Mary Louise Grapski ET. AL. 17.047 acre tract recorded in Document Number 2006109519, Official Public Records, said county, same being the southeast corner of said 7.5156 acre tract, for the southeast corner hereof;

THENCE along the northerly line of said 17.047 acre tract and the southerly line of said 7.5156 acre tract, North 21 degrees 30 minutes 13 seconds West, 151.37 feet and South 69 degrees 10 minutes 34 seconds West, 508.49 feet to the easterly right-of-way line of S. I-35, at the northwest corner of said 17.047 acre tract, same being the southwest corner of said 7.5156 acre tract, for the southwest corner hereof;

THENCE North 18 degrees 25 minutes 10 seconds East, along said S. I-35 and the westerly line of said 7.5156 acre tract, 804.45 feet to the POINT OF BEGINNING.

PAGE 2 OF 3





IH-35 and Blue Springs 2020-17-REZ

City Council
November 24, 2020

Item Under Consideration

2020-17-REZ

- Public Hearing and possible action on a request to rezone 7.51 acres out of the L.J. Dyches Survey, Abstract No. 180, from the Industrial (IN) zoning district to the General Commercial (C-3) zoning district, for the property generally located on the southeast corner of IH-35 and Blue Springs Blvd. (2020-17-REZ).

SE Inner Loop/Southwest
Bypass/Austin Ave. & IH-35
~0.41 miles

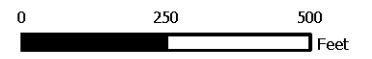


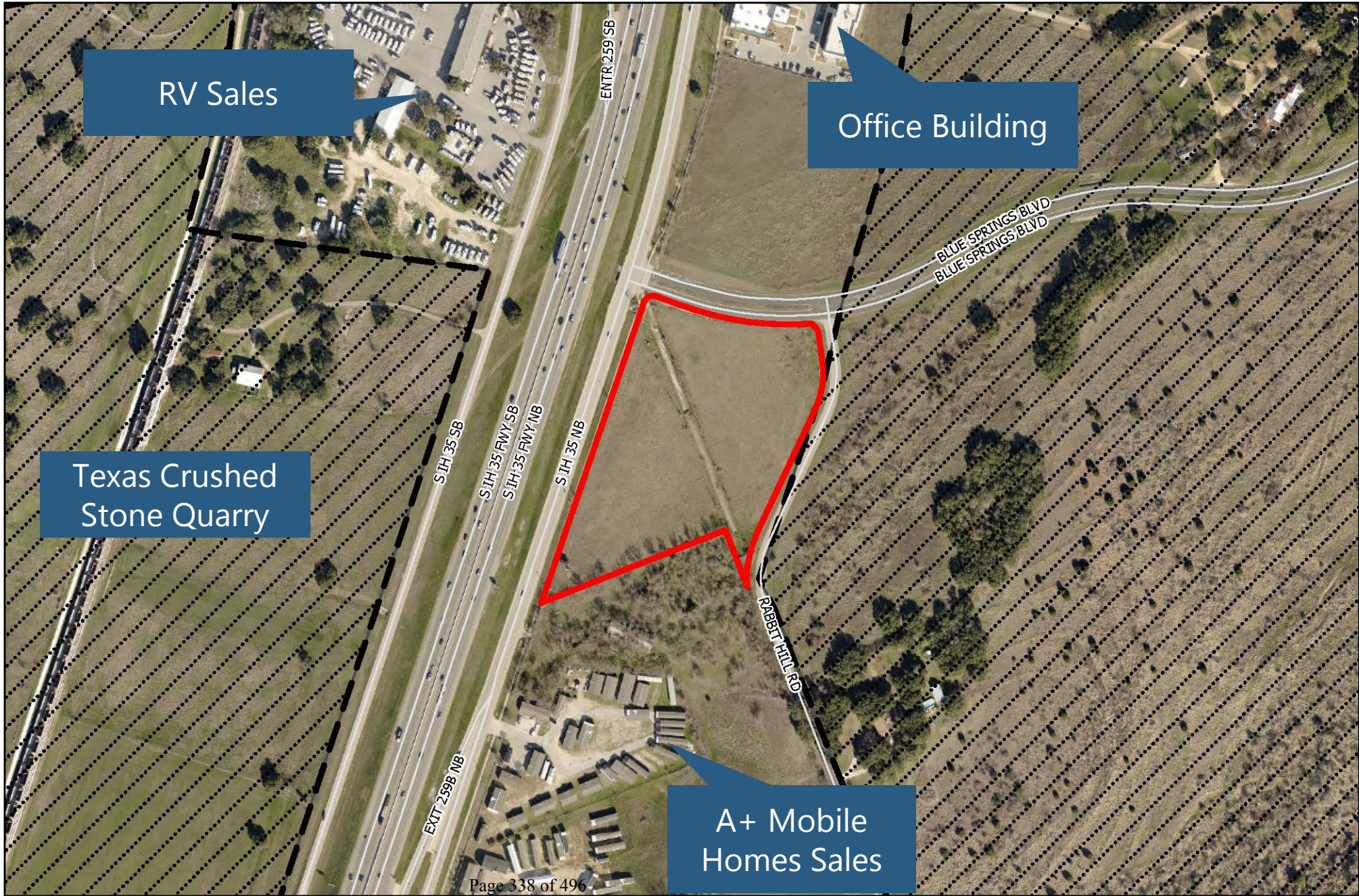
LOCATION

2020-17-REZ

Exhibit #1

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ



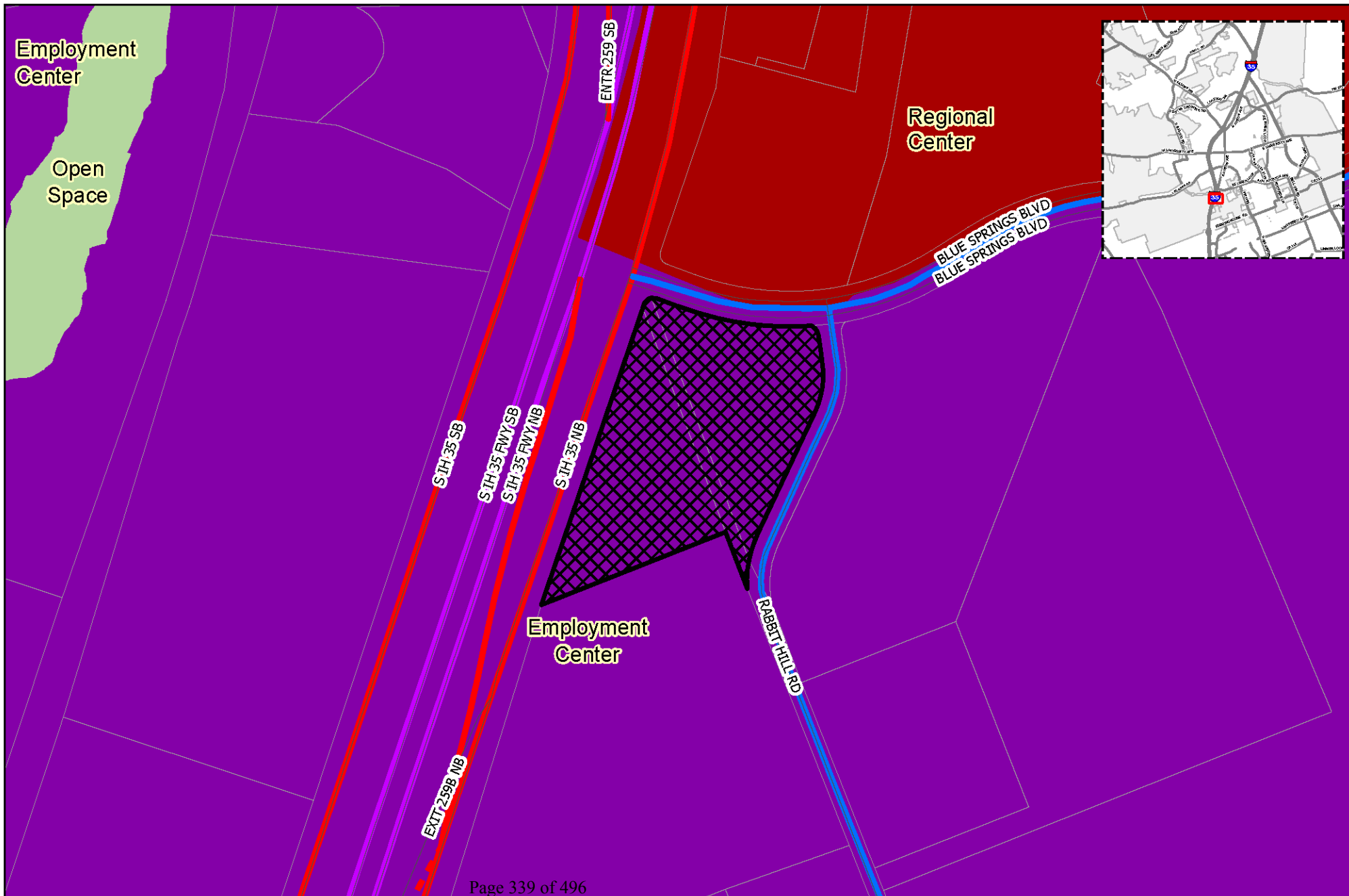


AERIAL

2020-17-REZ

- Site
- City Limits
- Georgetown ETJ



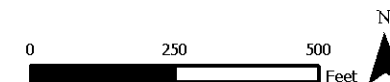


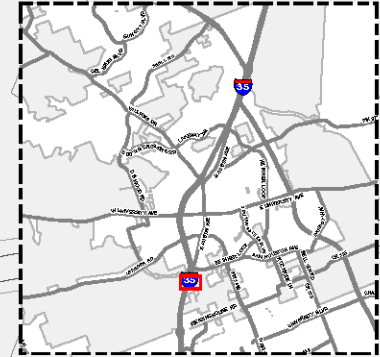
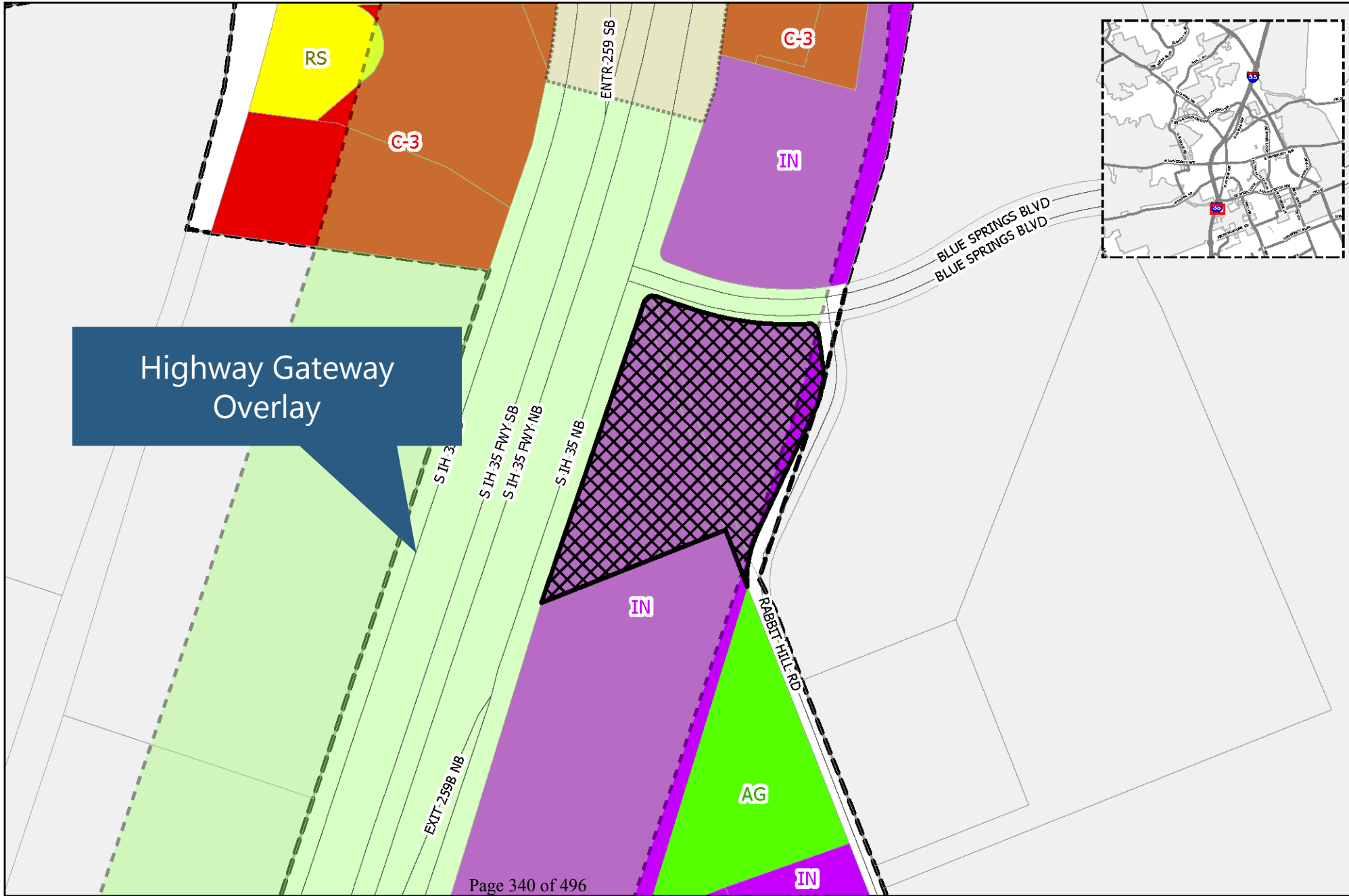
FUTURE LAND USE/ OVERALL TRANSPORTATION PLAN

2020-17-REZ

Exhibit #2

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



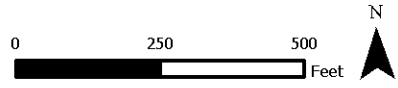


ZONING

2020-17-REZ

Exhibit #3

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



Employment Center (EC)

- Employment-generating uses that support heightened economic activity through quality architectural design
- Transition areas between more intensely developed industrial uses and residential neighborhoods
- Use of buffering and/or performance-based development standards to protect adjacent uses from adverse impacts

DUA: 14 or more

Target Ratio: 80%
nonresidential, 20% residential

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

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

General Commercial (C-3)

- Commercial and retail serving entire community
- May be large in scale and generate substantial traffic
- Appropriate along Arterials and Freeways

Dimensional Standards

- Max building height = 60'
- Front setback = 25'
- Side setback = 10'
- Rear setback = 10'
- Side setback to residential = 15'
- Rear setback to residential = 25'
- 15' bufferyard adjacent to RS

General Commercial (C-3)

Permitted by Right

Agricultural Sales	Integrated Office Center
Artisan Studio/Gallery	Landscape/Garden Sales
Assisted Living	Laundromat
Automotive Parts Sales (indoor)	Library/Museum
Auto. Repair and Service, Limited	Medical Diagnostic Center
Banking/Financial Services	Medical Office/Clinic/Complex
Blood/Plasma Center	Membership Club/Lodge
Car Wash	Nature Preserve/Community Garden
Consumer Repair	Nursing/Convalescent/Hospice
Dry Cleaning Service	Parking Lot (commercial/park-n-ride)
Emergency Services Station	Personal Services (including restricted)
Event Catering/Equipment Rental	Printing/Mailing/Copying Services
Farmer's Market	Private Transport Dispatch Facility
Fitness Center	Restaurant (general/drive-through)
Food Catering Services	Small Engine Repair
Funeral Home	Social Service Facility
General Retail	Surgery/Post Surgery Recovery
General Office	Theater (movie/live)
Government/Postal Office	Transit Passenger Terminal
Home Health Care Services	Urgent Care Facility
Hospital	Utilities (minor/intermediate/major)
Hotel/Inn/Motel (incl. extended stay)	Veterinary Clinic (indoor only)

Permitted with Limitations

Activity Center (youth/senior)
Athletic Facility, Indoor or Outdoor
Bar/Tavern/Pub
Business/Trade School
Church (with columbarium)
College/University
Commercial Recreation
Community Center
Dance Hall/Night Club
Data Center
Day Care (group/commercial)
Driving Range
Event Facility
Fuel Sales
Heliport
Kennel
Live Music/Entertainment
Micro Brewery/Winery
Neighborhood Amenity Center
Park (neighborhood/regional)
Pest Control/Janitorial Services
School (elementary, middle, high)
Upper-story Residential
Wireless Transmission Facility (<41')

Permitted with a SUP

Auto. Parts Sales (outdoor)
Auto. Repair & Service, General
Auto. Sales, Rental, Leasing
Bus Barn
Cemetery/Columbaria/Mausoleum/Memorial Park
Correctional Facility
Firing Range, Indoor
Flea Market
Hospital, Psychiatric
Lumber Yard
Major Event Entertainment
Manufactured Housing Sales
Meat Market
Multifamily Attached
Recreational Vehicle Sales, Rental, Service
Self-Storage (indoor or outdoor)
Substance Abuse Treatment Facility
Transient Service Facility
Wireless Transmission Facility (41'+)

Approval Criteria – UDC Section 3.06.030

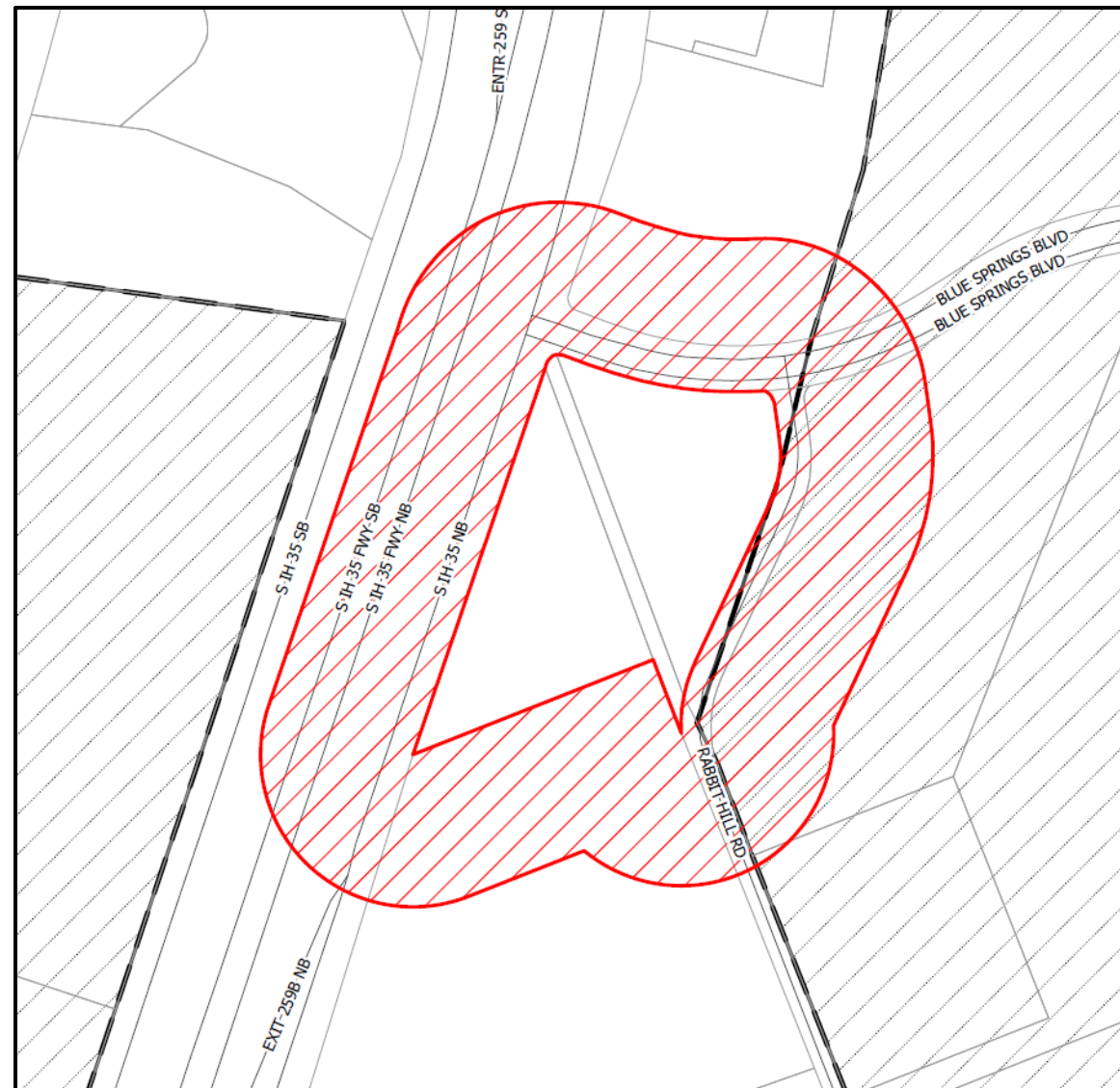
Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;	X		
The zoning change is consistent with the Comprehensive Plan;	X		
The zoning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

Approval Criteria – UDC Section 3.06.030

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

Public Notifications

- 5 property owners within the 300' buffer
- Notice in Sun News on October 18, 2020
- Signs posted on the property
- To date, staff has received:
 - 0 written comments IN FAVOR
 - 0 written comments OPPOSED



Planning & Zoning Commission Action

- At their November 11, 2020 meeting, the Planning & Zoning Commission recommended APPROVAL of the request (6-1).

First Reading of an Ordinance

- An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 7.51 acres out of the L.J. Dyches Survey, Abstract No. 180, generally located generally located on the southeast corner of IH-35 and Blue Ridge Boulevard, from the Industrial (IN) zoning district to the General Commercial (C-3) zoning district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

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

SUBJECT:

First Reading of an Ordinance **amending Title 7 (Animals) and Chapter 8.05 (Intentional Feeding of Deer)** of the Code of Ordinances relating to the **regulation of animals** -- April Haughey, Animal Services Manager and Jack Daly, Community Services Director

ITEM SUMMARY:

Staff presented a high level overview of these ordinance changes at the Nov. 10 City Council workshop. These changes were also discussed with the Animal Shelter Advisory Board on Oct. 8 and Nov. 12.

The ordinance caption was published in the Nov. 18 edition of the Williamson County Sun.

The proposed changes:

- Add new code additions related to petting zoos and bees.
- Clarifies that Animal Control Officers enforce the prohibition on the feeding of deer
- Updates fees charged by Animal Services
- Retains the requirement for kennel, trainer, and breeder inspections
- Makes changes to definitions and wording to align with current practices.

Staff will also respond to comments, both from the Animal Shelter Board and City Council. Specifically, based on conversations during the City Council workshop, staff is proposing to retain permit requirements for kennels, trainers, and boarders. Additionally, the after hours callout criteria for Animal Control Officers is attached for review. Finally, staff will touch on other governmental requirements for petting zoos, including federal licensing requirements.

FINANCIAL IMPACT:

This ordinance does change the fees charged by the City related to Animal Services.

SUBMITTED BY:

Jack Daly

ATTACHMENTS:

- Ordinance
- Ordinance Redline
- Draft Presentation
- Published ordinance caption

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING TITLE 7 “ANIMALS” AND CHAPTER 8.05 “INTENTIONAL FEEDING OF DEER” OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN RELATING TO THE REGULATION OF ANIMALS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATION PURSUANT TO CHAPTER 1.08 OF THE CODE OF ORDINANCES; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City has determined that it is necessary to update and reorganize Title 7 and Chapter 8.05 of the Code of Ordinances to make the provisions more consistent, clarify certain procedures for regulating animals, and to reflect the practical application of the Code;

WHEREAS, the City regulates at large animals and imposes penalties on the owners of animals that are in violation pursuant to Section 215.026 of the Local Government Code;

WHEREAS, the City may prohibit or regulate circuses, exhibitions, and menageries pursuant to Section 215.032 of the Local Government Code;

WHEREAS, the City requires the registration of each dog and cat within its jurisdiction and collects fees to defray certain costs pursuant to Section 826.031 of the Health & Safety Code;

WHEREAS, the City regulates the restraint and impoundment of dogs and cats and sets a fee for impoundment and boarding pursuant to Section 826.033 of the Health & Safety Code;

WHEREAS, the City recognizes that bees and beekeeping are and continue to be a valuable part of our community and the City desires to adopt regulations in-line with best practices for beekeeping;

WHEREAS, the City desires to update animal services related fees and add fee waivers where appropriate;

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 7.01.010 “Definitions” of Title 7 “Animals” is hereby amended to include the additional and amended definitions below:

“Apiary” means a place where one or more beehives are kept.

“At large” means:

- (1) On premises of owner, any animal not confined to the premises of the owner by some physical means of sufficient height, strength, length and/or manner of construction to preclude the animal from leaving the premises of the owner. For purposes of this definition, an electric fence for control of domestic animals within a residential or commercial area is not recognized as a means of confinement unless it is within another enclosure and inside such enclosure; or
- (2) Off premises of owner, any animal not physically and continually restrained and under the immediate control of a person physically capable of restraining the animal; provided, however, that any animal confined within an automobile or other vehicle, or in an enclosure so as not to escape shall not be deemed at large.

“Bee” means any stage of the common domestic honeybee, *Apis mellifera* species.

“Bee colony” means a hive and related equipment and appurtenances including bees.

“Flyway barrier” means a solid wall, fence, dense vegetation, or combination of these materials at least six feet high that extends at least ten feet beyond the hives on each end of the colony.

“Hive” means a structure intended to house a bee colony.

“Leash” means a strap, chain, or cord of no greater than 6 feet used to restrain and guide a dog or other animal.

“Local Rabies Control Authority (LRCA)” means an officer designated by City Council in compliance with Title 10. Chapter 826 of the Texas Health and Safety code to, among other duties, enforce Chapter 826 and City Ordinance Chapter 7.07 that comprise minimum standards for rabies control.

“Petting zoo” means a collection of farm animals or gentle exotic animals intended for people to hold, touch, and feed.

“Tract” means a contiguous parcel of land under common ownership.

Section 4. Subsection (A) of Section 7.02.010 “Animal Licenses” is hereby amended as follows:

- A. All dogs and cats four months of age or older which are kept or harbored for 30 days or longer within the City limits shall be licensed with the Animal Services Department. The license record shall include the name, address and telephone number of the owner, and the type, breed, color, name and sex of the cat or dog to be licensed and the name, address and telephone number of the veterinarian that vaccinated the animal against rabies. Animal licenses shall be valid for one year after the date of issue.

Section 5. Subsection (D) of Section 7.02.020 “Kennel Permit; Requirements” is hereby amended as follows:

- D. The Animal Services Department shall maintain a record of all kennel permits.

Section 6. Subsections (C) and (D) of Section 7.02.030 “Multi-pet Permit; Requirements” are hereby amended as follows:

- C. The multi-pet permit shall be valid for one year from date of issuance for the pets approved at the inspection.
- D. The Animal Services Department shall maintain a record of all multi-pet permits.

Section 7. Subsections (B) and (D) of Section 7.02.040 “Commercial Sales Permit; requirements” are hereby amended as follows:

- B. Upon inspection by the Animal Services Department of the premises where the animals are to be sold and payment of required fee, the permit shall be issued if the following conditions are met:
- D. The Animal Services Department shall maintain a record of all commercial sales permits.

Section 8. The title of Section 7.03.050 “Theatrical Exhibits” is hereby amended as follows:

Sec. 7.03.050. Theatrical exhibits and petting zoos.

Section 9. Subsection (A) of Section 7.03.050 “Theatrical Exhibits” is hereby amended to include the additional and amended language below:

- A. All theatrical exhibits and temporary petting zoos shall, in addition to other requirements of this Title, comply with the following minimum standards:
7. Transition areas shall be provided for all areas that allow direct contact between people and animals.

- i. The transition area between animal and non-animal areas shall be clearly designated.
- ii. Information shall be displayed regarding the prevention of infection and injury.
- iii. Handwashing facilities shall be provided in all exit transition areas.

Section 10. Subsection (C)(2) of Section 7.04.020 “Impoundment” is hereby amended as follows:

- 2. The owner provides a date that is a maximum of 14 days from impoundment by which time that owner will reclaim the dog/cat and actually claims the dog/cat on or before the provided date; and

Section 11. Subsections (A) and (C) of Section 7.04.050 “Subsequent Impoundments” are hereby amended as follows:

- A. Except as provided in Subsections C. or D., an owner, or the owner’s designee, who redeems an animal, six months of age or older, for a second or subsequent impound within 18 months of the first impound shall provide proof that the animal has been altered prior to the release of the animal. If proof that the animal is altered is not provided, the owner shall pay an unaltered animal fee. The animal shall be altered within 30 days after the release of the animal. The owner shall provide proof of the animal’s alteration to the Animal Services Department within 45 days of release. If proof of alteration is provided to the Animal Services Department within 45 days of release, the unaltered animal fee shall be refunded.
- C. If the owner pays the unaltered animal fee at the time of redeeming the animal, alteration shall not be required. However, if an animal for which an unaltered animal fee has been paid is subsequently impounded within 18 months, the animal shall be surgically altered pursuant to Subsection A.

Section 12. Subsection (A) of Section 7.04.110 “Nuisances” is hereby amended to include the additional language below:

- 13. Keep or allow to be kept, bees in such a manner that violates any provision of Chapter 7.08 or endangers the health, safety, and welfare of others.

Section 13. Subsection (B) of Section 7.04.110 “Nuisances” is hereby amended as follows:

- B. All alleged violations of this Section shall be reported for investigation to the Animal Services Department. Enforcement of violations shall be pursuant to Chapter 7.09 of this Title.

Section 14. Subsection (H) of Section 7.05.110 “Aggressive Dog Determination and Classification” is hereby amended as follows:

- H. If the owner of an impounded dog has not complied with Subsection G. within 30 days after a final determination is made that an impounded dog is aggressive, then the dog becomes the property of the City and may be humanely destroyed.

Section 15. Subsections (A) and (C) of Section 7.07.030 “Quarantine Required; Methods” are hereby amended as follows:

- A. Any dog, cat, or domestic ferret that has bitten a human or if there is probable cause to believe that the dog, cat or domestic ferret has otherwise exposed a human to rabies shall be quarantined in accordance this Chapter, V.T.C.A., Health and Safety Code Ch. 826, and Tex. Admin. Code Title 25 Section 169.27. The animal must be quarantined either at the Animal Shelter, or the LRCA or designee may allow the owner to exercise the option to quarantine the subject animal within 24 hours of notification to the Animal Services Department in a Texas Department of Health approved facility including a licensed veterinarian's clinic in the City which has facilities for isolation cages, or in a home quarantine as provided in Subsection C.
- C. Home Quarantine. The LRCA or designee may offer the owner of the dog, cat or ferret the option to place the animal in home quarantine if the following criteria are met:
 - 1. A secure enclosure must be available at the home of the owner and must be approved by the Animal Services Department;
 - 2. The animal must have received a rabies vaccination and the time elapsed since the most recent rabies vaccination has not exceeded the manufacturer recommendations for the rabies vaccine. If an unvaccinated animal is not over four months of age at the time of the bite or potential exposure, it may be allowed home quarantine;
 - 3. The Animal Services Department or a veterinarian must observe the animal at least on the first and last days of home quarantine;
 - 4. The owner must allow the Animal Services Department, with reasonable notice, to view and confirm the health of the animal during the rabies quarantine period;
 - 5. The animal was not a stray as defined in V.T.C.A., Health and Safety Code § 826.002 at the time of the bite or potential rabies exposure;
 - 6. The animal must be kept away from other animals and only individuals in the immediate household are permitted to provide care for the quarantined animal;
 - 7. The animal may not be removed from the City limits while under quarantine;

8. The owner shall not subject the animal to any medical procedure, including any vaccination, without first notifying the Animal Services Department; and

9. The owner shall notify the Animal Services Department immediately if the animal becomes sick or displays any behavioral changes.

Section 16. Chapter 7.08 “Enforcement, Penalties, and Fees” is hereby replaced with the following:

CHAPTER 7.08 BEEKEEPING

Sec. 7.08.010. Apiary maintenance.

- A. A person shall keep a bee colony in a Langstroth-type hive with removable frames that is maintained in sound and usable condition.
- B. A person shall provide a source of water to a bee colony to prevent the bees from congregating at a water source used by a human, bird, or domestic pet.
- C. A person shall store or dispose of bee comb or other material removed from a hive in a sealed container, building, or other bee-proof enclosure.

Sec. 7.08.020. Hive location.

- A. A person may not locate a hive within 10 feet of the property line of a tract, as measured from the nearest point of the hive to the property line.
- B. A person who keeps a bee colony within 25 feet of the property line of a tract, as measured from the nearest point of a hive to the property line, shall establish and maintain a flyway barrier parallel to the property line.
- C. A hive shall be at least 50 feet from the private residence of another.
- D. The owner shall provide written notice to the Animal Services Manager indicating ownership of bees and location of the hive at least 50 feet from the private residence of another.

Sec. 7.08.030. Control of aggressive bee colony.

- A. A person shall immediately replace the queen in a bee colony that exhibits aggressive characteristics, including stinging or attempting to sting without provocation, or a disposition towards swarming. A person required to replace a queen under this subsection shall select the replacement from bee stock bred for gentleness and non-swarming characteristics.

- B. As required for swarm management, a person may maintain a nucleus bee colony for each two bee colonies allowed under this chapter. A person may house a nucleus bee colony in a structure not exceeding a standard 9-5/8-inch depth ten-frame hive body with no supers attached. A person shall dispose of or combine a nucleus bee colony with an authorized bee colony not later than the 30th day after the date the nucleus bee colony is acquired.

Sec. 7.08.040. Bee colony density.

- A. A person shall not keep more than:
1. Two bee colonies on a tract one-quarter acre or smaller;
 2. Four bee colonies on a tract larger than one-quarter acre but smaller than one-half acre;
 3. Six bee colonies on a tract one-half acre or more but smaller than one acre;
 4. Eight bee colonies on a tract one acre or more;
- B. A person may keep an unlimited number of bee colonies on a tract in which all hives are located at least 200 feet from each property line of the tract; or adjacent to vacant property for at least 200 feet from any hive. Vacant property means property that is not improved for human use or occupancy, including property used as a street or highway.

Section 17. Chapter 7.08 “Enforcement, Penalties, and Fees” is hereby renumbered and amended as follows:

CHAPTER 7.09 ENFORCEMENT, PENALTIES, AND FEES

Sec. 7.09.010. Enforcement.

- A. The Animal Services Officer of the City or other designees of the City Manager shall be the enforcement officials for this Title and shall:
1. Administer and enforce all State and Federal laws pertaining to animals which authorize the local rabies control authority or Animal Services Department to enforce the same and aid the State Health Department in the enforcement of area quarantines;
 2. Administer and enforce all provisions of this Title;
 3. Gather, impound, or quarantine any animal found in violation of this Title; and

4. Issue citations to owners of any animal found in violation of this Title unless otherwise excepted by law.

Sec. 7.09.020. Violations; penalty.

Any violation of the provisions of this Title shall be punishable by a fine as set out in Section 1.08.010 of the Code of Ordinances unless otherwise specifically set out in this Title. Each day that a violation is permitted to exist shall constitute a separate offense.

Sec. 7.09.030. Animal services fees.

Impoundment of altered dog or cat:

Fixed Fees:

First impoundment within one year and a current city license: No charge

First impoundment within one year and no current city license: \$50

Second impoundment within one year of previous impoundment: \$60

Third impoundment within one year of first impoundment: \$75

Fourth or more impoundments within one year of first impoundment: \$100

Variable fees:

Any veterinarian, drug, or other cost/expense incurred for the animal(s) while impounded

Impoundment of unaltered dog or cat:

Fixed fees:

First impoundment within one year: \$50

Second impoundment within one year of previous impoundment: \$250 and mandatory spay/neuter (refundable upon compliance)

Third impoundment within one year of first impoundment: \$250 and mandatory spay/neuter (nonrefundable)

Fourth or more impoundment within one year of first impoundment: \$500 and mandatory spay/neuter (nonrefundable)

Variable Fees:

Any veterinarian, drug, or other cost/expense incurred for the animal(s) while impounded

Impoundment of livestock:

1. Impoundment per head \$75 and
2. Any veterinarian, drug or other cost/expense incurred for the animal(s) while impounded.

Animal Shelter Fees:

Boarding fee per night: \$10

Quarantine fee per night: \$10 + \$10 boarding

Boarding livestock per night: \$20

Rabies vaccination: \$15

Adoption of puppies and kittens: \$75

Adoption of adult dogs and cats: \$70

Adoption of senior dogs and cats: \$25 (or free if being adopted by a senior)

Microchip: \$15

Annual License Fees:

Kennel permit: \$250

Multiple pet permit: \$100

Commercial sales permit: \$500

Registered dangerous dog: \$100 (annual inspection required)

Sec. 7.09.040. Fee waivers.

A. The Animal Services Manager or other designees of the City Manager may waive a fee assessed against an owner reclaiming an impounded animal if the owner presents a written statement of an inability to pay.

B. The Animal Services Manager or other designees of the City Manager may implement fee-waived adoption promotions.

Section 18. Section 8.05.050 “Enforcement” of Title 8, Chapter 8.05 “Intentional Feeding of Deer” is hereby amended as follows:

Sec. 8.05.050. Enforcement.

A. A person may report a violation of this chapter to the Animal Services Department.

B. The Animal Services Department may enforce this chapter.

Section 19. 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 20. 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 21. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect ten (10) days on and after publication in accordance with the provisions of the Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the _____ day of November, 2020.

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

ATTEST:

THE CITY OF GEORGETOWN

Robyn Densmore, City Secretary

By: _____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

Skye Masson, City Attorney

Ordinance No. _____
Description: Amending Animal Ordinance
Date: _____

Title 7 - ANIMALS

CHAPTER 7.01. - DEFINITIONS

Sec. 7.01.010. - Definitions.

When used in the City of Georgetown Code of Ordinances, Title 7, the following words and terms, unless the context indicates a different meaning, shall be interpreted as follows:

“Alter” or “altered” means to spay or neuter an animal.

“Animal” means any living, nonhuman vertebrate creature, both domestic and wild.

“Animal Services Department” means the Animal Services Department of the City of Georgetown, Texas.

“Animal Services Officer” means a person designated by the City as the primary enforcement officer of City of Georgetown Code of Ordinances regulating animals and owners of animals and for the enforcement of State law pertaining to the care and control of animals.

“Animal Services Manager” means the Animal Services Manager of the City or designee.

“Animal shelter” means facility designated and/or operated by the City for the purpose of impounding and caring for animals held under authority of this Title.

“Animal welfare organization” means a not for profit entity that exists for the purpose caring for placing animals through adoption.

“Apiary” means a place where one or more beehives are kept.

“At large” means:

- (1) On premises of owner, any animal not confined to the premises of the owner by some physical means of sufficient height, strength, length and/or manner of construction to preclude the animal from leaving the premises of the owner. For purposes of this definition, an electric fence for control of domestic animals within a residential or commercial area is not recognized as a means of confinement unless it is within another enclosure and inside such enclosure.; or
- (2) Off premises of owner, any animal not physically and continually restrained and under the immediate control of a person physically capable of restraining the animal; provided, however, that any animal confined within an automobile or other vehicle, or in an enclosure so as not to escape shall not be deemed at large.

“Bee” means any stage of the common domestic honeybee, Apis mellifera species.

“Bee colony” means a hive and related equipment and appurtenances including bees.

“Bodily injury” means physical pain, illness, or any impairment of physical condition.

“Cat” means any domesticated feline or member of the family Felis domestica, and unless otherwise set forth, shall include a “kitten.”

“Coop” means a secure small enclosure or cage for poultry.

“Dangerous animal” means:

1. An animal that is known to carry or be susceptible to the rabies virus and that cannot be effectively vaccinated against the rabies virus with any vaccine approved by the Texas Department of Health;
2. A wild animal that has attacked a human or which is apprehended or observed unrestrained;

3. A venomous or carnivorous fish or reptile;
4. Any fish or reptile that grows over six feet in length; or
5. Such other class of animals as may be determined to be a dangerous animal by Animal Services Department or any other animal which may be added in the future to the list as a high risk animal in the Texas Rabies Control Act, as amended.

“Domestic animal” means an animal whose physiology has been determined or manipulated through selective breeding and does not occur naturally in the wild, an animal which can be vaccinated against rabies with an approved rabies vaccine or an animal which has an established rabies quarantine observation period.

“Dog” means any domesticated canine or member of the family *Canis lupus familiaris*, and unless otherwise specifically set forth, shall include a “puppy.”

“Exotic animal” means an animal, reptile, fish, or bird, born or whose natural habitat is considered to be outside the continental United States.

“Flyway barrier” means a solid wall, fence, dense vegetation, or combination of these materials at least six feet high that extends at least ten feet beyond the hives on each end of the colony.

“Harbor” means the act of keeping and caring for an animal or the act of providing a ~~premises~~ premise to which an animal returns for food, shelter or care for a period of at least three days.

“Hen” means a female domestic chicken and does not include guinea hens.

“Hive” means a structure intended to house a bee colony.

“Kennel” means any facility where more than five dogs or cats or any combination of five cats and dogs are being kept for boarding, training or breeding purposes.

“Leash” means a strap, chain, or cord of no greater than 6 feet used to restrain and guide a dog or other animal.

“Livestock” means any species of domestic animal that is primarily cared for or kept on a farm or other rural setting, including but not limited to poultry, horses, cows, sheep, goats, swine and other hoofed animals, including miniature breeds.

“Local Rabies Control Authority (LRCA)” means an officer designated by City Council in compliance with Title 10, Chapter 826 of the Texas Health and Safety code to, among other duties, enforce Chapter 826 and City Ordinance Chapter 7.07 that comprise minimum standards for rabies control.

“Multiple pet owner” means a person who keeps or harbors more than five cats or dogs or any combination of five cats and dogs. Puppies and kittens under four months of age shall not be counted for purposes of this definition.

“Owner” means any person having temporary or permanent custody of, sheltering or having charge of, harboring, exercising control over, or having property rights to, an animal.

“Person” means an individual, association, partnership, corporation, trust, estate, joint-stock company, foundation, or any other entity.

“Petting zoo” means a collection of farm animals or gentle exotic animals intended for people to hold, touch, and feed.

“Poultry” means all domesticated fowl and all game birds which are legally kept in captivity.

“Prohibited animals” means lions, tigers, ocelots, cougars, leopards, cheetahs, jaguars, hyenas, bears, lesser pandas, ferrets born in natural habitats, binturong, ostriches, emus, miniature pigs, apes, venomous

reptiles, nonvenomous reptiles over six feet in length, alligators, crocodiles, elephants, rhinoceroses, skunks, raccoons, foxes, coyotes, bats, wolves or any hybrid of these animals.

“Rabies vaccination” means the vaccination of a dog, cat or other domestic animal with an anti-rabies vaccine approved and administered in accordance with Title 25 of the Texas Administrative Code, Part I, Chapter 169, Subchapter A, Section 169.22.

“Registered dangerous dog” means any dog registered with the City in compliance with V.T.C.A., Health and Safety Code Ch. 822, Subch. D, and with Chapter 7.05 of this Title.

“Rooster” means a male domestic chicken.

“Secure enclosure” means a fenced area or structure that is:

1. Locked;
2. Capable of preventing the entry of the general public, including children; and
3. Capable of preventing the escape or release of the animal.

“Serious bodily injury” means an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether or not the person actually sought medical treatment.

“Severe injury” means an injury characterized by severe bite wounds or severe ripping and tearing of muscle.

“Stray animal” means any animal, for which there is no identifiable owner, that is found to be at large within the City limits.

“Theatrical exhibition” means any exhibition or act featuring performing animals. Theatrical exhibitions shall not include resident or nonresident dog and cat shows which are sponsored and/or sanctioned by the American Kennel Club, the United States Kennel Club, the Cat Fanciers Association, American Cat Fanciers Association, the International Cat Fanciers Association, or affiliates. Theatrical exhibition does not include a primary horse show.

“Tract” means a contiguous parcel of land under common ownership.

“Transfer” means sell, give away, trade, barter, or make an animal available for adoption, but does not include transfer to a rescue organization or foster home.

“Unprovoked attack” means that the animal was not hit, kicked, teased, molested or struck by a person with an object or part of a person's body, nor was any part of the animal's body pulled, pinched or squeezed by a person.

“Veterinarian” means a person licensed by the State of Texas to practice veterinary medicine in Texas.

“Wild animal” means all species of animals which exist in a natural, unconfined state and are usually undomesticated, including any part wild animal or hybrid.

CHAPTER 7.02. - LICENSES AND PERMITS

Sec. 7.02.010. - Animal licenses.

- A. All dogs and cats four months of age or older which are kept or harbored for 30 days or longer within the City limits shall be licensed with the Animal Services Department. The license record shall include the name, address and telephone number of the owner, and the type, breed, color, name and sex of the cat or dog to be licensed and the name, address and telephone number of the veterinarian that vaccinated the animal against rabies. Animal licenses shall be valid for one year after the date of issue.

A person must license a dog or cat before the dog or cat is transferred to a person residing within the City limits.

- B. Upon payment of the required fee and presentation of proof of rabies vaccination in accordance with Section 7.07.010, the City shall issue to the owner a license certificate and metal tag having stamped the number corresponding with the number of the certificate. Such tag shall at all times be securely attached to a collar or harness around the neck of the dog or cat. If a tag is lost, a duplicate will be issued by the Animal Services Department or designee upon presentation of the receipt showing the payment of license fee for the calendar year. Tags shall not be transferable from one animal to another, and no fee refunds shall be made.

Sec. 7.02.020. - Kennel permit; requirements.

- A. A person owning, harboring, or keeping more than five cats or dogs or any combination of five cats or dogs for boarding, training or breeding purposes shall obtain a kennel permit. Puppies and kittens under four months of age shall not be counted for purposes of this Section.
- B. Upon inspection of the premises by the Animal Services Department and payment of the required fee, the kennel permit shall be issued if the following conditions are met:
 - 1. The facility must be adequate for the number and type of animals to be kept;
 - 2. The facility must be of sufficient size, in proportion to the animal size, to allow each animal to move about freely;
 - 3. Adequate food and water must be provided so that each animal kept shall be maintained in good health and free of malnutrition and dehydration;
 - 4. The premises shall be kept in a sanitary condition and reasonably free of animal waste, parasites, insects and flies that could be harmful to the animal health and/or to the health of the general public;
 - 5. The animals and the facility must be kept free of odor or stench which is offensive to a person of ordinary sensibilities;
 - 6. Each animal must be maintained in a manner that does not pose a danger to the health of the animal or to adjacent animals;
 - 7. The animals must not cause noise which is offensive or disturbing to a person of ordinary sensibilities;
 - 8. The applicant or holder of the kennel permit shall not have been issued citations for violation of this Chapter on two separate occasions;
 - 9. No animal covered by or to be covered by the kennel permit has been impounded on two separate occasions; and
 - 10. No animal may be bred on or transferred from a boarding kennel.
- C. The kennel permit shall be valid for one year from date of issuance.

D. The Animal Services Department shall maintain a record of all kennel permits.

Sec. 7.02.030. - Multi-pet permit; requirements.

- A. A person owning, harboring, or keeping more than five cats or dogs or any combination of five cats or dogs shall obtain a multi-pet ownership permit. Puppies and kittens under four months of age shall not be counted for purposes of this Section.

- B. Upon inspection of the premises by the Animal Services Department and payment of the required fee, the multi-pet owner permit shall be issued if the following conditions are met:
1. The animals to be covered by the multi-pet permit must be altered;
 2. The premises must be adequate for the number and type of animals to be kept;
 3. The facility must be of sufficient size, in proportion to the animal size, to allow each animal to move about freely;
 4. Adequate food and water must be provided so that each animal kept shall be maintained in good health and free of malnutrition and dehydration;
 5. The premises shall be kept in a sanitary condition and reasonably free of animal waste, parasites, insects and flies that could be harmful to the animal health and/or to the health of the general public;
 6. The animals and the facility must be kept free of odor or stench which is offensive to a person of ordinary sensibilities;
 7. Each animal must be maintained in a manner that does not pose a danger to the health of the animal or to adjacent animals;
 8. The animals must not cause noise which is offensive or disturbing to a person of ordinary sensibilities;
 9. The applicant or holder of the multi-pet permit shall not have been issued citations for violation of this Chapter on two separate occasions; and
 10. No animal covered by or to be covered by the multi-pet permit has been impounded on two separate occasions.
- C. The multi-pet permit shall be valid for one year from date of issuance [for the pets approved at the inspection.](#)
- [D. The Animal Services Department shall maintain a record of all multi-pet permits.](#)

Sec. 7.02.040. - Commercial sales permit; requirements.

- A. All individuals engaged in the commercial sale of any dogs or cats, including but not limited to, pet stores and stores in which pets and animals are not the central item of sale within the store, shall obtain a commercial sales permit.
- B. Upon inspection [by the Animal Services Department](#) of the premises where the animals are to be sold ~~by the Animal Services Department~~ and payment of required fee, the permit shall be issued if the following conditions are met:
1. The facility must be adequate for the number and type of animals to be kept;
 2. The facilities shall be of sufficient size, in proportion to the animal size, to allow each animal to move about freely;
 3. Adequate food and water must be provided so that each animal kept shall be maintained in good health and free of malnutrition and dehydration;
 4. The premises shall be kept in a sanitary condition and reasonably free of animal waste, parasites, insects and flies that could be harmful to the animal health and/or to the health of the general public;
 5. The animals and the facility must be kept free of odor or stench which is offensive to a person of ordinary sensibilities;

6. Each animal must be maintained in a manner which does not pose a danger to the health of the animal or adjacent animals;
7. The animals must not cause noise which is offensive or disturbing to a person of ordinary sensibilities;
8. Each animal transferred shall be accepted for return at no cost within one year of the date of the transfer. Each animal returned must be properly rehomed by the commercial sales permit holder, and a record of the rehoming location shall be kept and made available to the Animal Services Department upon request;
9. All dogs and cats transferred must be microchipped and the microchip manufacturer and number shall be kept on record and made available to the Animal Services Department upon request;
10. The applicant of the commercial sales permit has not been issued citations for violation of this Chapter on two separate occasions within a one-year period;
11. All animals sold or transferred shall be a minimum of eight weeks of age; and
12. Each animal transferred shall be born and raised until at least eight weeks of age in Williamson County or surrounding counties at a facility operating and licensed pursuant to all applicable Federal, State, and local laws and regulations.

C. The commercial sales permit shall be valid for one year from date of issuance.

D. The Animal Services Department shall maintain a record of all commercial sales permits.

Sec. 7.02.050. - Revocation or suspension of permits.

- A. A kennel, multi-pet, or commercial sale permit may be revoked by the Animal Services Department if upon investigation it is determined that the permit holder has failed to adhere to any of the permit requirement.
- B. Upon revocation of a permit, the owner of the animals covered in the revoked permit shall transfer those animals from the City limits within 30 days and provide written notice to the Animal Services Department of the location to which the animals will be transferred. If the owner does transfer each animal within the 30-day period, the Animal Services Department shall have the authority to impound the animals.

Sec. 7.02.060. - Violation of permit requirements.

Failure to comply with a permit requirement shall constitute a violation of this Chapter and each day of noncompliance shall constitute a separate offense.

CHAPTER 7.03. - CARE AND KEEPING

Sec. 7.03.010. - Cruel treatment prohibited.

No person shall:

- A. Beat, torment, mentally or physically abuse, overload, overwork, or otherwise abuse an animal;
- B. Cause or instigate any attack, fight, altercation, or combat between animals or between animals and humans;
- C. Confine an animal in a manner which would cause the animal pain or suffering or would endanger the health or safety of the animal;

- D. Leave any animal in a standing or parked vehicle in such a way as to endanger the animal's health or safety or leave an animal in a standing or parked vehicle when the outside temperature may cause distress or endanger the animal's health or safety; or
- E. Abandon an animal in their custody.

Sec. 7.03.020. - Providing care required.

No person shall fail to provide proper care to any animals in their custody. Proper care shall include but not be limited to providing:

- A. Humane care and treatment;
- B. Sufficient quantity of good and wholesome food to meet the animal's health requirements;
- C. Access to clean, potable drinking water;
- D. Medical care to maintain health and to prevent suffering when necessary;
- E. Grooming, when necessary, to ensure the health of the animal;
- F. Adequate shade to provide protection from the sun to shield the animal from becoming overheated; however, this provision does not apply to livestock;
- G. Adequate shelter from all weather conditions consisting of a structure with walls, a roof, and a floor; however, this provision does not apply to livestock;
- H. Outdoor kennel runs or other enclosures with at least 150 square feet of space per animal; and
- I. Adequate daily exercise for dogs restrained in outdoor kennels or other enclosures.

Sec. 7.03.030. - Report of vehicular collision with domestic animal.

Any person who, as the operator of a motor vehicle, strikes a domestic animal shall immediately report such collision to the animal's owner or; in the event the owner cannot be ascertained and located, such operator shall report the accident to the Animal Services Department.

Sec. 7.03.040. - Chaining, tethering, or restraining dogs.

- A. A person may not chain or tether a dog with any restraint unless said person is holding the restraint, except:
 - 1. During a lawful animal event, such as walking on a leash, veterinary treatment, grooming, training, or law enforcement activity; or
 - 2. As required to protect the safety or welfare of a person or the dog, and the owner or handler remains with said dog throughout the period of restraint.
- B. A person restraining a dog shall attach the restraint to a properly fitting collar or harness worn by the dog. A person may not wrap a chain or tether or other restraint directly around a dog's neck. A person may not manage a dog with a restraint that weighs more than 1/18 of the dog's body weight. The restraint used to manage a dog must, by design and placement, be unlikely to become tangled.

Sec. 7.03.050. – Theatrical exhibits [and petting zoos](#).

- A. All theatrical exhibits [and temporary petting zoos](#) shall, in addition to other requirements of this Title, comply with the following minimum standards:
 - 1. Facilities shall be subject to inspection by an Animal Services Officer during reasonable hours or at any hour in cases of emergency;

2. The Animal Services Department shall be notified of all displays or performances, including date, time and exact location at least 48 hours in advance of a display or performance;
3. Animal quarters shall be of sufficient size to allow each animal to stand up, lie down and turn around in a natural position without touching the sides, top, any other animal, or waste;
4. Each enclosure shall be maintained at a comfortable and safe temperature with adequate ventilation and access to clean, potable drinking water;
5. No animal shall be made to perform by means of any prod, stick, electrical shock, chemical or physical force or by causing pain or discomfort, but a whip or riding crop may be used so long as no injury or abuse is inflicted on the animal; and
6. No animal shall perform or be displayed in any unsafe situation presenting the danger of physical injury to an animal or person.
7. Transition areas shall be provided for all areas that allow direct contact between people and animals.
 - i. The transition area between animal and non-animal areas shall be clearly designated.
 - ii. Information shall be displayed regarding the prevention of infection and injury.
 - iii. Handwashing facilities shall be provided in all exit transition areas.

Sec. 7.03.060. - Award and incentive use prohibited.

No person shall give away any live animal as an award, prize or as an incentive to enter any contest, game or other competition, attract entry into a place of business, or attract engagement into any business agreement.

CHAPTER 7.04. - ANIMAL CONTROL

Sec. 7.04.010. - Animals at large.

- A. It shall be unlawful and constitute a nuisance for the owner of any animal, other than a cat, to permit or allow such animal to run at large within the City limits.
- B. It shall be unlawful and constitute a nuisance for the owner of a cat that has not been altered or vaccinated for rabies to allow or permit such cat to run at large within the City limits.

Sec. 7.04.020. - Impoundment.

- A. An Animal Services Officer, Police Officer, or designee may impound any animal at large or any animal not receiving care required by Section 7.03.020 or being kept in violation of Section 7.03.010 on private property.
- B. Dogs and cats with no traceable identification impounded by the Animal Services Department or brought to the animal shelter by a person other than the owner of that animal shall be held for a minimum of 72 hours during which time period the owner may present proof of ownership at the animal shelter. After paying all applicable fees, that owner may reclaim the dog or cat. If the dog or cat is not claimed after 72 hours in the animal shelter, the dog or cat shall become the property of the City.
- C. Dogs and cats wearing traceable identification or whose owner is known impounded by the Animal Services Department or brought to the animal shelter by a person other than the owner of that animal shall be held in the shelter for a minimum of seven complete days from the time the animal enters the facility, during which time the Animal Services Department will notify the owner of the impoundment.

The animal shall become the property of the City on the eighth day unless, with approval of the Animal Services Manager, the following provisions are met:

1. The owner has notified the Animal Services Department in writing of the owner's intentions to claim the dog/cat after the eighth day;
 2. The owner provides a date that is a maximum of 14 days from impoundment by which time that owner will reclaim the dog/cat and actually claims the dog/cat on or before the provided date; and
 3. The owner pays all applicable fees.
- D. Impounded animals shall be implanted with a microchip at the owner's expense and the ID number will be kept on file for future identification purposes.
- E. All animals surrendered by the owner to the Animal Services Department shall become the property of the City immediately upon completion of the owner surrender form.
- F. Animals other than dogs or cats impounded by the Animal Services Department or brought to the animal shelter by a person other than the owner shall be held for a minimum of 72 hours during which time period the owner may present proof of ownership at the animal shelter. After paying all applicable fees, that owner may reclaim the animal. If the animal is not claimed after 72 hours in the animal shelter, the animal shall become the property of the City.

Sec. 7.04.030. - Restrictions on return of certain animals.

- A. If a complaint has been filed in Municipal Court for a violation of this Title the animal shall not be released while the case is pending to the owner except on the order of the Animal Services Department, which may also direct the owner to pay any penalties for violation of this Title in addition to all impoundment fees.
- B. Surrender of an animal by the owner to the Animal Services Department does not relieve or render the owner immune from the decision of the Municipal Court, nor from the fees and fines which may result from a violation of this Title.

Sec. 7.04.040. - Disposition of surrendered and unclaimed animals; adoption.

- A. Any person adopting an animal shall be required to sign an adoption contract. The person adopting the animal shall be provided a list of fees related to the adoption prior to the adoption contract being signed.
- B. Animals that are adopted from the animal shelter shall be surgically altered to prevent reproduction. If an animal has not been altered before it leaves the animal shelter, the person adopting the animal shall sign an adoption contract stating that he/she will have the animal surgically altered and agree to the date by which the surgery must be performed. The person adopting the animal shall provide proof of alteration to the Animal Services Department within 30 days of the agreed surgery date.
- C. Adopted animals shall be implanted with microchips at owner's expense and the ID number is kept on file for future identification purposes.
- D. The adoption fee shall include the cost of surgically altering, medicating, vaccinating and preparing the animal for adoption.
- E. Failure to comply with this Section or failure to comply with the terms of the adoption contract constitutes a violation of this Title and shall give the Animal Services Department the right to recover the adopted animal and revoke the adoption contract.

- F. An animal that is not adopted or transferred to an appropriate agency shall be euthanized by an injection of substances approved for euthanasia by the American Veterinary Medical Association and/or the Texas Veterinary Medical Association to be administered in compliance with State law.
- G. Animals listed as endangered or protected shall be transferred to an appropriate authority at the earliest possible date.

Sec. 7.04.050. - Subsequent impoundments.

- A. Except as provided in Subsections C. or D., an owner, or the owner's designee, who redeems an animal, six months of age or older, for a second or subsequent impound within 18 months of the first impound shall provide proof that the animal has been altered prior to the release of the animal. If proof that the animal is altered is not provided, the owner shall pay ~~a veterinary clinic for the cost of surgically altering the animal and present a receipt of payment to the Animal Control Department prior to release of the animal~~ an unaltered animal fee. The animal shall be altered within ~~14~~ 30 days after the release of the animal. The owner shall provide proof of the animal's alteration to the Animal Services Department within ~~30~~ 45 days of release. If proof of alteration is provided to the Animal Services Department within 45 days of release, the unaltered animal fee shall be refunded.
- B. Alteration may be postponed for a period not to exceed 90 days after release in cases of female animals in estrus or pregnant.
- C. If the owner pays the ~~intact~~ unaltered animal fee at the time of redeeming the animal, alteration shall not be required. However, if an animal for which an ~~intact~~ unaltered animal fee has been paid is subsequently impounded within 18 months, the animal shall be surgically altered pursuant to Subsection A.
- D. An owner, or the owner's designee, who redeems an animal, for a second or subsequent impound within 18 months of the first impound shall provide proof that the animal has received a rabies vaccination prior to the release of the animal. If proof that the animal has received a rabies vaccination is not provided, the owner shall pay a veterinary clinic for the cost of a rabies vaccination and present a receipt of payment to the Animal Control Department prior to release of the animal. The animal shall receive the rabies vaccination within 14 days after the release of the animal. The owner shall provide proof of the rabies vaccination to the Animal Services Department within 30 days of release.

Sec. 7.04.060. - Confinement during estrus.

An unaltered female dog or cat in the state of estrus (heat) shall be confined during such period of time in a house, building, or secure enclosure and the area of enclosure shall be constructed so that no other dog or cat may gain access to the confined animal. An owner who does not comply shall be ordered to immediately remove the animal to a veterinary hospital, or the animal shelter. Failure to comply with the removal order of the Animal Services Department shall be a violation of this Title and the dog or cat shall be impounded. The owner of the animal shall pay all cost and expense incurred as a result of the impoundment.

Sec. 7.04.070. - Injured or diseased animal.

The Animal Services Department or designee is authorized to destroy an injured or diseased animal, whether such animal is on public or private property.

Sec. 7.04.080. - Tampering with traps and equipment prohibited.

No person shall remove, alter, damage or otherwise tamper with a trap or equipment belonging to or set out by the Animal Services Department.

Sec. 7.04.090. - Roadside sales.

It shall be unlawful to transfer or display a live animal on a roadside, public right-of-way, sidewalk, street, parkway or any other public property or any property dedicated to public use, a commercial parking lot, or at an outdoor special sale, swap meet, flea market, parking lot sale or similar event. Nothing in this Section shall prevent adoption events sponsored by an animal shelter or an animal welfare organization.

Sec. 7.04.100. - Off-leash dog recreation areas.

Off-leash dog recreation areas shall be subject to rules and regulations established pursuant to Chapter 12.20 of the Code of Ordinances.

Sec. 7.04.110. - Nuisances.

A. It shall be unlawful and constitute a nuisance for any person to:

1. Keep an animal on, in, or about his/her premises or a premises under his/her control and allows said premises to become a hazard to the general health, safety and welfare of the community;
2. Allow his/her premises to give off obnoxious or offensive odors due to the activity or presence of animals;
3. Place, cause to be placed, or allow to remain on or near his/her premises or the property of another a dead animal;
4. Allow an animal to engage in conduct which establishes such animal as a "dangerous animal";
5. Allow an animal to damage, soil, defile or defecate on private property other than the owner's or on public property unless such waste is immediately removed and properly disposed of by the owner of the animal;
6. Allow an animal to cause a disturbance by excessive barking or noise making near the private residence of another;
7. Produce odors or unclean conditions sufficient to annoy persons living in the vicinity;
8. Allow an animal to chase vehicles or molest, attack or interfere with other animals or persons on public property or private property of another;
9. Allow food to remain outside unattended for an extended period of time so as to attract nuisance animals;
10. Allow any animal other than a cat to run at large within the City limits;
11. Allow any cat that has not been altered or vaccinated against rabies to run at large within the City limits; or
12. Keep livestock, except as otherwise provided in Section 7.06.010, in any house, structure, shed, pen, lot pasture, or other enclosure in the City limits within 200 feet of any private residence or dwelling place or within 500 feet of any building or establishment open to the public. ~~13. Keep or allow to be kept, bees in such a manner that violates any provision of Chapter 7.08 or endangers the health, safety, and welfare of others.~~

B. All alleged violations of this Section shall be reported for investigation to the Animal Services Department. Enforcement of violations shall be pursuant to Chapter ~~7.08~~7.09 of this Title.

Sec. 7.04.120. - Excessive noise prohibited.

- A. Any person who shall harbor or keep on his/her premises, or in or about the premises under his/her control, any animal which by loud continual or unusual noise of any kind which shall cause the peace and quiet of the neighborhood or the occupant of adjacent premises to be disturbed shall be guilty of a

Class “C” misdemeanor, and a separate offense shall be deemed committed upon each day during or on which such violation occurs or continues.

- B. A person who is disturbed by excessive animal noise may file an application for complaint in Municipal Court.
1. Applications for complaint filed by a person who has been disturbed by excessive animal noise must be made in writing and must include the following information:
 - i. The name of the person who owns the animal making the alleged noise, if known; or, if the name is unknown, a reasonably definite description of the animal owner;
 - ii. A description of the animal noise and how the noise is disturbing the peace and quiet of the person making the complaint;
 - iii. The date of the alleged animal noise;
 - iv. The known or approximate location of the source of the animal noise; and
 - v. The signature of the person making the application for complaint.
 2. The City shall provide application for complaint forms for use by persons wishing to file applications for complaint under this Section. In addition, the City's Animal Services Department will, upon request, aid a person in filling out and filing an application for complaint form for excessive animal noise.

CHAPTER 7.05. - DANGEROUS AND AGGRESSIVE DOGS

ARTICLE I. - DANGEROUS DOGS

Sec. 7.05.010. - State law; dangerous dogs.

- A. The provisions of V.T.C.A., Health and Safety Code Ch. 822, Subch. D, as amended, are incorporated into this Article and a violation of any provision of V.T.C.A., Health and Safety Code Ch. 822, Subch. D, as amended, is an offense under this Article.
- B. Animal Services Department shall serve as the animal control authority for the City for purposes of administering and enforcing this Article and V.T.C.A., Health and Safety Code Ch. 822, Subch. D, as amended.
- C. Seizure, impoundment, and humane destruction of a dog that has caused death or serious bodily injury to a person is governed by V.T.C.A., Health and Safety Code Ch. 822, Subch. A, as amended.

Sec. 7.05.020. - Dangerous dog incident.

Dangerous dog incident means an incident in which a dog:

- A. Makes an unprovoked attack on a person that causes bodily injury and that occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or
- B. Commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts caused a person to reasonably believe that the dog will attack and cause bodily injury to that person.

Sec. 7.05.030. - Determination as a dangerous dog.

- A. Upon receipt of a sworn, written complaint by any person of an incident described in Section 7.05.020, Animal Services Department shall investigate to determine if the dog is dangerous. The sworn, written complaint must contain the following information:
 - 1. Nature and date of the incident;
 - 2. Location of the event;
 - 3. Name and address of the owner of the dog in question; and
 - 4. Description of the dog in question.
- B. Animal Services Department may seize and impound the dog at the owner's expense pending the determination of whether the dog is dangerous if:
 - 1. The dog has caused bodily injury to any person; or
 - 2. With due diligence, Animal Services Department cannot locate the owner of the dog. If the owner of the dog has not been located before the 15th day after seizure and impound, Animal Services Department may order the dog to be humanely destroyed.
- C. Animal Services Department shall have authority to determine whether any dog has engaged in the behaviors specified in Section 7.05.020. At the conclusion of Animal Services Department's investigation, Animal Services Department shall:
 - 1. Determine that the dog is not dangerous, and if the dog is impounded, waive any impoundment fees incurred and release the dog to its owner; or
 - 2. Determine that the dog is dangerous and order its owner to comply with the requirements for ownership of a dangerous dog set forth in Subsection 7.05.060 A. and, if the dog is impounded, release the dog to its owner after compliance with all applicable requirements of Subsection 7.05.060 A.
- D. If a dog is determined to be dangerous, Animal Services Department shall notify the dog owner, in writing either in person or by certified mail, return receipt requested:
 - 1. That the dog was determined to be a dangerous dog;
 - 2. What the owner must do to comply with requirements for ownership of a dangerous dog in the City and to reclaim the dog, if impounded; and
 - 3. That the owner has a right to appeal the determination of dangerousness.
- E. An impounded dog determined by Animal Services Department to be dangerous must remain impounded and will not be released to the owner until the owner pays all fees incurred for impoundment of the dog and complies with all requirements for ownership of a dangerous dog set forth in this Article.
- F. If the owner of an impounded dog has not complied with Subsection E. within 30 days after a final determination is made that an impounded dog is dangerous, then the dog becomes the property of the City and may be humanely destroyed. For the purposes of this Chapter, final determination means the date on which the Animal Services Department notified the owner of its determination that the dog is dangerous, if said determination is not appealed or the date on which the Municipal Court issues its order pursuant to Section 7.05.040.

Sec. 7.05.040. - Appeals; hearing.

- A. If Animal Services Department determines that the dog is dangerous that decision is final unless the owner files a written appeal with the Municipal Court within 15 days after the date that written notification was delivered that the dog has been determined to be dangerous.

- B. The Municipal Court shall set a date, time and place for a hearing not later than ten days after receipt of the appeal to determine the outcome of the appeal and provide written notification of the hearing to the owner and Animal Services Department.
- C. At the conclusion of the hearing, the Court may:
 - 1. Uphold the determination by the Animal Services Department that the dog in question is a dangerous dog and order:
 - i. The owner of the dog in question to permanently remove the dog in question from within the City limits of Georgetown;
 - ii. The owner of the dog in question to comply with the requirements for keeping of a dangerous dog set forth in Section 7.05.060; or
 - iii. Animal Services Department to humanely destroy the dog.
 - 2. Find the dog is not a dangerous dog and order the dog released to the owner of the dog or a person authorized to take possession of the dog.

Sec. 7.05.050. - Status of dog pending appeal.

- A. If Animal Services Department has possession of the dog at the time the owner files an appeal of the dangerous dog determination, Animal Services Department will maintain possession of the dog and keep it in a secure and humane manner until final determination is made, unless the owner of the dog requests custody of the dog in question and complies with Subsection 7.05.060 A.
- B. If the owner of the dog has possession of the dog in question at the time the owner files an appeal of the dangerous dog determination:
 - 1. The owner may keep possession of the dog until final determination has been made provided that the owner satisfies the requirements of Subsection 7.05.060 A.3. and Subsection 7.05.060 A.8.;
 - 2. The owner may keep the dog confined at a licensed veterinary clinic, cost of which will be borne by the owner, until final determination is made; or
 - 3. The owner may surrender the dog to Animal Services Department representatives, and Animal Services Department will maintain possession of the dog and keep it in a secure and humane manner until a final determination is made.
- C. If the owner violates the requirements of Subsection 7.05.060 A.3. or Subsection 7.05.060 A.8. while the appeal is pending, an Animal Services Department representative will impound the dog and it will be kept by Animal Services Department in a secure and humane manner until final determination is made.

Sec. 7.05.060. - Requirements for keeping a dangerous dog.

- A. Not later than the 30th day after a person learns of the final determination that the person is the owner of a dangerous dog, the person shall:
 - 1. Register the dangerous dog with Animal Services Department;
 - 2. Obtain liability insurance coverage or show financial responsibility in the amount of at least \$100,000.00 to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person and provide proof of the required liability insurance coverage or financial responsibility to Animal Services Department;
 - 3. Provide a secure enclosure that will prevent the dog from leaving the enclosure on its own and will reasonably prevent any persons except the owner of the dog from entering the enclosure. Such

enclosure must be inspected and approved by Animal Services Department before the dog is registered with Animal Services Department;

4. Obtain and maintain a current City pet license;
 5. Post a clearly visible sign on the secure enclosure in which the dog is kept identifying the presence of a dangerous dog on the property. The sign should be readable from any public sidewalk or street adjacent to the enclosure;
 6. Provide proof that the dog has been surgically altered;
 7. Affix a tag provided by Animal Services Department to the collar of the dangerous dog and ensure it remains in place; and
 8. When removed from its secure enclosure, muzzle the dog in a way to not cause injury to the dog, nor interfere with the dog's vision or breathing, but to prevent the dog from biting another animal or a person and restrain the dog at all times on a leash capable of restraining the dog without breaking and not more than six feet in length.
- B. Prior to selling or moving a dog registered with Animal Services Department as a dangerous dog, the owner must notify Animal Services Department of the intention to move the dog and provide Animal Services Department with a clear description of the location where the dog is to be moved.
- C. Any person bringing a dog into the City limits that has been determined dangerous by another animal control agency must notify Animal Services Department of the presence of the dangerous dog and then comply with all the requirements for the keeping of a dangerous dog set out in this Article.
- D. The owner of a dangerous dog who does not comply with Subsection A. shall deliver the dog to Animal Services Department no later than the 30th day after the owner learns that the dog is a dangerous dog.

Sec. 7.05.070. - Violation of requirements for keeping of a dangerous dog.

- A. On receiving a report that the owner of a dangerous dog has failed to comply with Section 7.05.060, Municipal Court shall set a time for a hearing to determine whether the owner of the dog has complied with Section 7.05.060. The hearing must be held not later than the tenth day after receipt of the report.
- B. Municipal Court shall give written notice of the time and place of the hearing to:
1. The owner of the dangerous dog; and
 2. The person who made the complaint or report.
- C. Any interested party, including the City Attorney, is entitled to present evidence at the hearing.
- D. If Municipal Court finds after notice and hearing that the owner of a dangerous dog has failed to comply with Section 7.05.060, the Court shall order Animal Services Department to seize the dog and shall issue a warrant authorizing the seizure. Animal Services Department shall seize the dog and impound the dog in secure and humane conditions.
- E. The owner shall pay any cost or fee assessed by Animal Services Department related to the seizure, acceptance, impoundment or destruction of the dog.
- F. Municipal Court shall order Animal Services Department to humanely destroy the dog if the owner has not complied with Subsection 7.05.060 A. before the 11th day after the date on which the dog was seized. The Court shall order the authority to return the dog to the owner if the owner complies with Subsection 7.05.060 A. before the 11th day after the date on which the dog was seized.
- G. Municipal Court may order the humane destruction of the dog if the owner of the dog has not been located before the 15th day after the seizure and impoundment of the dog.

- H. An owner or person filing the action may appeal the decision in the manner provided for the appeal of cases from Municipal Court.

Sec. 7.05.080. - Defense to determination of a dangerous dog.

- A. It is a defense to prosecution under this Division that the person is a veterinarian, a peace officer, a person employed by a recognized animal shelter or person employed by the State or a political subdivision of the State to deal with stray animals and has temporary ownership, custody or control of the dog; provided, however, that for any person to claim a defense under this Section, that person must be acting within the course and scope of his or her official duties with regard to the dangerous dog.
- B. It is a defense to prosecution under this Division that the person is an employee of the Institutional Division of the Texas Department of Criminal Justice or of a law enforcement agency and trains or uses dogs for law enforcement or corrections purposes; provided, however, that for any person to claim a defense under this Section, that person must be acting within the course and scope of his or her official duties with regard to the dangerous dog.
- C. It is a defense to prosecution under this Division that the dog at issue is a trained guard dog in the performance of official duties while confined or under the control of its handler.

Sec. 7.05.090. - Violations.

- A. A person who owns or keeps custody or control of a dangerous dog commits an offense if the person fails to comply with any section of this Article.
- B. An offense under this Chapter is punishable by a fine not to exceed \$2,000.00.

ARTICLE II. - AGGRESSIVE DOGS

Sec. 7.05.100. - Aggressive dog classifications.

The following classifications shall be based upon specific behaviors exhibited by a dog:

- A. Level 1 behavior is established if a dog at large is found to menace, chase, display threatening or aggressive behavior.
- B. Level 2 behavior is established if a dog, while at large, causes a severe injury to any domestic animal or livestock except poultry.
- C. Level 3 behavior is established if:
 - 1. A dog, while at large, kills or causes the death of any domestic animal or livestock except poultry; or
 - 2. A dog classified as a Level 2 aggressive dog that repeats the behavior in Subsection B. after the owner or keeper receives notice of the Level 2 classification.

Sec. 7.05.110. - Aggressive dog determination and classification.

- A. Upon report by any person, Animal Services Department shall investigate to determine if a dog has exhibited the specific behaviors in Section 7.06.100.
- B. Animal Services Department may seize and impound the dog at the owner's expense pending the determination of whether the dog is aggressive if:
 - 1. The dog has exhibited Level 3 behavior; or

2. With due diligence, Animal Services Department cannot locate the owner of the dog. If the owner of the dog has not been located before the 15th day after seizure and impound, Animal Services Department may order the dog to be humanely destroyed.
- C. At the conclusion of Animal Services Department's investigation, Animal Services Department shall:
1. Determine that the dog has not exhibit any of the specific behaviors established in Section 7.06.100; or
 2. Determine that the dog has exhibited a specific behavior in Section 7.06.100 and classify the dog in the corresponding aggressive dog level, and order the owner to comply with the requirements of ownership of said dog set forth in Section 7.06.140.
- D. Animal Services Department shall have discretionary authority to refrain from classifying a dog as aggressive, even if the dog has engaged in the behaviors specified in Section 7.06.100 if Animal Services Department determines that the behavior was the result of the victim abusing or tormenting the dog or was directed towards a trespasser or other similar mitigating or extenuating circumstances.
- E. Animal Services Department shall have the discretion to increase or decrease a classified dog's restrictions based upon relevant circumstances.
- F. If the dog is classified as aggressive, Animal Services Department shall notify the dog owner either in person or by certified mail, return receipt requested:
1. That the dog was classified as aggressive;
 2. The restrictions applicable to the dog based upon the classification; and
 3. That the owner has the right to appeal the classification.
- G. An impounded dog classified by Animal Services Department as aggressive must remain impounded and will not be released to the owner until the owner pays all fees incurred for impoundment of the dog and complies with all requirements for ownership set forth in Section 7.05.140.
- H. If the owner of an impounded dog has not complied with Subsection ~~G~~^E, within 30 days after a final determination is made that an impounded dog is aggressive, then the dog becomes the property of the City and may be humanely destroyed.

Sec. 7.05.120. - Appeals; hearing.

- A. If Animal Services Department classifies a dog as aggressive that decision is final unless the owner files a written appeal with the Municipal Court within 15 days after the date that written notification was delivered that the dog has been classified as aggressive.
- B. The Municipal Court shall set a date, time and place for a hearing not later than ten days after receipt of the appeal to determine the outcome of the appeal and provide written notification of the hearing to the owner and Animal Services Department.
- C. At the conclusion of the hearing, the Court may:
 1. Uphold the classification by Animal Services Department that the dog in question is aggressive and order:
 - i. The owner of the dog in question to comply with the requirements for keeping of an aggressive dog set forth in Section 7.05.140; or
 - ii. Animal Services Department to humanely destroy the dog.
 2. Find the dog is not an aggressive dog and order the dog released to the owner of the dog or a person authorized to take possession of the dog.

Sec. 7.05.130. - Status of dog pending appeal.

- A. If Animal Services Department has possession of the dog at the time the owner files an appeal of the aggressive dog determination, Animal Services Department will maintain possession of the dog and keep it in a secure and humane manner until final determination is made, unless the owner of the dog requests custody of the dog in question and complies with Section 7.05.140.
- B. If the owner of the dog has possession of the dog in question at the time the owner files an appeal of classification of the dog as aggressive:
 - 1. The owner may keep possession of the dog until final determination has been made provided that the owner keeps the dog in a secure enclosure that Animal Services Department deems to be secure enough to prevent the dog from escaping;
 - 2. The owner may keep the dog confined at a licensed veterinary clinic, cost of which will be borne by the owner, until final determination is made; or
 - 3. The owner may surrender the dog to Animal Services Department representatives, and Animal Services Department will maintain possession of the dog and keep it in a secure and humane manner until a final determination is made.
- C. If the owner fails to keep the dog in a secure enclosure required pursuant to Subsection E.1. while the appeal is pending, an Animal Services Department representative will impound the dog and it will be kept by Animal Services Department in a secure and humane manner until final determination is made.

Sec. 7.05.140. - Regulation of aggressive dogs.

The owner of an aggressive dog shall comply with the following conditions:

- A. Dogs classified as Level 1 dogs shall be restrained, so as not to be at large, by a physical device or structure, in a manner that prevents the dog from reaching any public sidewalk, or adjoining property and must be located so as not to interfere with the public's legal access to the owner's premises whenever that dog is outside the owner's home and not on a leash. Animal Services Department may also order sterilization of the animal.
- B. Dogs classified as Level 2 dogs shall be confined within a secure enclosure whenever the dog is not on a leash. The secure enclosure must be located so as not to interfere with the public's legal access to the owner's premises. In addition, Animal Services Department may require the owner or keeper to obtain and maintain proof of public liability insurance in the amount of \$100,000.00. In addition, the owner or may be required to complete a responsible pet ownership or dog training program as prescribed by Animal Services Manager or the Municipal Judge. Animal Services Department may order sterilization of the animal.
- C. Dogs classified as Level 3 dogs shall be confined within a secure enclosure whenever the dog is not on a leash. The secure enclosure must be located so as not to interfere with the public's legal access to the owner's premises and the owner shall post a clearly visible sign on the secure enclosure in which the dog is kept identifying the presence of a aggressive dog on the property. The sign should be readable from any public sidewalk or street adjacent to the property. In addition, the Animal Services Manager may require the owner or keeper to obtain and maintain proof of public liability insurance in the amount of \$100,000.00. The owner shall not permit the dog to be off the owner's or keeper's premises unless the dog is muzzled and restrained by an adequate leash and under the control of a capable person. In addition, the Animal Services Manager may require the owner to satisfactorily complete a pet ownership or dog training program. The Animal Services Manager may order sterilization of the animal. The Animal Services Manager, or upon appeal, the municipal judge, may order the animal be humanely destroyed.

- D. To ensure correct identification, all dogs that have been classified as aggressive shall be micro-chipped and photographed, and shall be fitted with a special tag or collar determined by Animal Services Department at the owner's expense.
- E. The owner of a Level 3 aggressive dog shall not permit the warning sign to be removed from the secure enclosure. The owner of any aggressive dog shall not permit the special tag or collar to be removed from the dog. The owner of an aggressive dog shall not permit the dog to be moved to a new address or change owners without providing the Animal Services Department with ten days prior written notification.

Sec. 7.05.150. - Declassification.

- A. Declassification of Level 1 or Level 2 dogs will occur and the restrictions required by Section 7.05.140 may be removed when the following conditions have been met:
 - 1. Level 1 or Level 2 dogs have been classified for one year without further incident;
 - 2. There have been no violations of the specified regulations; and
 - 3. If ordered by Animal Services Department or Municipal Judge at the time of classification:
 - i. The owner provides Animal Services Department with written certification of satisfactory completion of obedience training for the aggressive dog with the owner or keeper; and
 - ii. The owner provides Animal Services Department with written verification that the classified dog has been sterilized from a licensed veterinarian.
- B. Declassification of Level 3 dogs will occur and the restrictions required by Section 7.05.140 may be removed, with the exception that the dog must be confined in a secure enclosure whenever the dog is not on leash when the following conditions have been met:
 - 1. Level 3 dogs have been classified for two years without further incident;
 - 2. There have been no violations of the specified regulations; and
 - 3. If ordered by Animal Services Department or Municipal Judge at the time of classification:
 - i. The owner provides Animal Services Department with written certification of satisfactory completion of obedience training for the aggressive dog with the owner or keeper; and
 - ii. The owner provides Animal Services Department with written verification that the classified dog has been sterilized from a licensed veterinarian.

Sec. 7.05.160. - Defenses.

- A. It is a defense to prosecution under this Division that the person is a veterinarian, a peace officer, a person employed by a recognized animal shelter or person employed by the State or a political subdivision of the State to deal with stray animals and has temporary ownership, custody or control of the dog; provided, however, that for any person to claim a defense under this Section, that person must be acting within the course and scope of his or her official duties with regard to the aggressive dog.
- B. It is a defense to prosecution under this Division that the person is an employee of the Institutional Division of the Texas Department of Criminal Justice or of a law enforcement agency and trains or uses dogs for law enforcement or corrections purposes; provided, however, that for any person to claim a defense under this Section, that person must be acting within the course and scope of his or her official duties with regard to the aggressive dog.
- C. It is a defense to prosecution under this Division that the dog at issue is a trained guard dog in the performance of official duties while confined or under the control of its handler.

Sec. 7.05.170. - Violations.

- A. A person who owns or keeps custody or control of an aggressive dog commits an offense if the person fails to comply with any section of this Article.
- B. An offense under this Chapter is punishable by a fine not to exceed \$2,000.00.

CHAPTER 7.06. - LIVESTOCK; WILD AND EXOTIC ANIMALS

Sec. 7.06.010. - Livestock.

- A. It is unlawful and constitutes a nuisance to keep livestock, except as otherwise provided in this Section, in any house, structure, shed, pen, lot pasture, or other enclosure in the City limits within 200 feet of any private residence or dwelling place or within 500 feet of any building or establishment open to the public.
- B. Hens. No person may keep more than eight hens in residential zoning districts of the City. A coop must be located at least 20 feet of the private residence of another. All hens must be contained within the owner's backyard. The owner shall provide written notice to the Animal Services Manager indicating ownership of hens and location of the coop at least 20 feet from the private residence of another. All coops must meet any applicable standards or permit requirements in the Unified Development Code. Roosters are prohibited.
- C. The restrictions in Subsections 7.06.010 A. and B. do not apply to: 1) property zoned as Agricultural (AG) and Residential Estate (RE) according to the Zoning Ordinance of the City; or 2) to property properly zoned or used (as in continuing use) as veterinary clinics or facilities or kennels that are for the purposes of care or boarding livestock.
- D. To assist with the identification and return of stray livestock, it is recommended that owners register all livestock with Animal Services Department. Registration information shall include the owner's contact information, identification of the type of animal, the quantity of livestock kept, and if applicable, the ear tag number for each animal.

Sec. 7.06.020. - Prohibited wild and exotic animals.

- A. It shall be unlawful to keep or harbor within the City limits individual species and/or subspecies of the following animals: lions, tigers, ocelots, cougars, leopards, cheetahs, jaguars, hyenas, bears, lesser pandas, ferrets from natural habitats, binturong, ostriches, emus, miniature pigs, Vietnamese pot belly pigs, apes, venomous reptiles, nonvenomous reptiles over six feet in length, alligators, crocodiles, elephants, rhinoceros, skunks, raccoons, foxes, coyotes, bats, wolves, dangerous animals, or any hybrid of these animals.
- B. This Section does not apply to:
 - 1. Zoological parks accredited by the American Association of Zoological Parks and Aquariums;
 - 2. Federally licensed research institutions;
 - 3. Any government agency or its employee who uses the animal for an agency related to education, propagation, or behavior program;
 - 4. A person holding a valid rehabilitation permit from the Texas Parks and Wildlife Department but only for animals which are in rehabilitation and scheduled to be released to the wild.

Sec. 7.06.030. - Exhibitions of wild/exotic/dangerous animals prohibited.

No person shall keep, or permit to be kept, on his premises any wild, exotic or dangerous animal for display or for exhibition purposes, whether gratuitously or for a fee. This Section shall not apply to theatrical exhibits.

CHAPTER 7.07. - RABIES CONTROL

Sec. 7.07.010. - Vaccination and certificate.

- A. Every dog or cat over the age of four months shall receive a rabies vaccination virus in accordance with Tex. Admin. Code Title 25, Section 169.29. Livestock and domestic ferrets should be vaccinated against rabies.
- B. Upon rabies vaccination, the veterinarian shall issue and furnish to the owner of the animal:
 - 1. An official rabies vaccination certificate; and
 - 2. A corresponding rabies tag that the owner must attach to the collar or harness of the vaccinated animal.

Sec. 7.07.020. - Reporting of potential rabies exposure.

- A. Any person having knowledge of a potential rabies exposure to a human will report the incident to the Animal Services Department immediately after the incident and indicate the location where the animal may be found.
- B. The custodian of an animal that has potentially exposed a human to rabies will place that animal in quarantine or submit it for testing.
- C. The Animal Services Department will investigate each potential rabies exposure and assure appropriate resolution.

Sec. 7.07.030. - Quarantine required; methods.

- A. Any dog, cat, or domestic ferret that has bitten a human or if there is probable cause to believe that the dog, cat or domestic ferret has otherwise exposed a human to rabies shall be quarantined in accordance with Chapter, V.T.C.A., Health and Safety Code Ch. 826, and Tex. Admin. Code Title 25 Section 169.27. The animal must be quarantined either at the Animal Shelter, or the [LRCA or designee may allow the](#) owner ~~may-to~~ exercise the option to quarantine the subject animal within 24 hours of notification to the Animal Services Department in a Texas Department of Health approved facility including a licensed veterinarian's clinic in the City which has facilities for isolation cages, or in a home quarantine as provided in Subsection C.
- B. Quarantine will be subject to the following conditions:
 - 1. Quarantine shall begin at the time of the exposure and last for a period of ten days;
 - 2. An unvaccinated dog, cat or domestic ferret should not be vaccinated during the observation period; and
 - 3. The animals must be observed twice daily for rabies symptoms during the observation period.
- C. Home Quarantine. The [LRCA or designee may offer the](#) owner of the dog, cat or ferret ~~may-request permission from the Animal Services Department~~ [the option](#) to place the animal in home quarantine if the following criteria are met:
 - 1. A secure enclosure must be available at the home of the owner and must be approved by the Animal Services Department;

2. The animal must have received a rabies vaccination and the time elapsed since the most recent rabies vaccination has not exceeded the manufacturer recommendations for the rabies vaccine. If an unvaccinated animal is not over four months of age at the time of the bite or potential exposure, it may be allowed home quarantine;
3. The Animal Services Department or a veterinarian must observe the animal at least on the first and last days of home quarantine;
4. The owner must allow the Animal Services Department, with reasonable notice, to view and confirm the health of the animal during the rabies quarantine period;
5. The animal was not a stray as defined in V.T.C.A., Health and Safety Code § 826.002 at the time of the bite or potential rabies exposure;
6. The animal must be kept away from other animals and only individuals in the immediate household are permitted to provide care for the quarantined animal;
7. The animal may not be removed from the City limits while under quarantine;
8. The owner shall not subject the animal to any medical procedure, including any vaccination, without first notifying the Animal Services Department; and
9. The owner shall notify the Animal Services Department immediately if the animal becomes sick or displays any behavioral changes.

~~CHAPTER 7.08. - ENFORCEMENT, PENALTIES, AND FEES~~

CHAPTER 7.08 - BEEKEEPING

Sec. 7.08.010 - Apiary maintenance.

- A. A person shall keep a bee colony in a Langstroth-type hive with removable frames that is maintained in sound and usable condition.
- B. A person shall provide a source of water to a bee colony to prevent the bees from congregating at a water source used by a human, bird, or domestic pet.
- C. A person shall store or dispose of bee comb or other material removed from a hive in a sealed container, building, or other bee-proof enclosure.

Sec. 7.08.020 - Hive location.

- A. A person may not locate a hive within 10 feet of the property line of a tract, as measured from the nearest point of the hive to the property line.
- B. A person who keeps a bee colony within 25 feet of the property line of a tract, as measured from the nearest point of a hive to the property line, shall establish and maintain a flyway barrier parallel to the property line.
- C. A hive shall be at least 50 feet from the private residence of another.
- D. The owner shall provide written notice to the Animal Services Manager indicating ownership of bees and location of the hive at least 50 feet from the private residence of another.

Sec. 7.08.030. - Control of aggressive bee colony.

- A. A person shall immediately replace the queen in a bee colony that exhibits aggressive characteristics, including stinging or attempting to sting without provocation, or a disposition towards swarming. A

person required to replace a queen under this subsection shall select the replacement from bee stock bred for gentleness and non-swarming characteristics.

- B. As required for swarm management, a person may maintain a nucleus bee colony for each two bee colonies allowed under this chapter. A person may house a nucleus bee colony in a structure not exceeding a standard 9-5/8-inch depth ten-frame hive body with no supers attached. A person shall dispose of or combine a nucleus bee colony with an authorized bee colony not later than the 30th day after the date the nucleus bee colony is acquired.

Sec. 7.08.040. - Bee colony density.

- A. A person shall not keep more than:

1. Two bee colonies on a tract one-quarter acre or smaller;
2. Four bee colonies on a tract larger than one-quarter acre but smaller than one-half acre;
3. Six bee colonies on a tract one-half acre or more but smaller than one acre;
4. Eight bee colonies on a tract one acre or more;

- B. A person may keep an unlimited number of bee colonies on a tract in which all hives are located at least 200 feet from each property line of the tract; or adjacent to vacant property for at least 200 feet from any hive. Vacant property means property that is not improved for human use or occupancy, including property used as a street or highway.

Sec. 7.08.050. - Hive identification.

- A. Except as provided in subsection (b), a person shall post a conspicuous sign displaying the apiary owner's name and telephone number at the entrance to the apiary tract.

- B. A person is not required to place owner identification on or near a bee colony located on a tract on which the owner resides.

CHAPTER 7.098. - ENFORCEMENT, PENALTIES, AND FEES

Sec. 7.098.010. - Enforcement.

- A. The Animal Services Officer of the City or other designees of the ~~Chief of Police~~ City Manager shall be the enforcement officials for this ~~Chapter~~ Title and shall:
1. Administer and enforce all State and Federal laws pertaining to animals which authorize the local rabies control authority or Animal Services Department to enforce the same and aid the State Health Department in the enforcement of area quarantines;
 2. Administer and enforce all provisions of this Title;
 3. Gathering, impound, or quarantine any animal found in violation of this Title; and
 4. Issue citations to owners of any animal found in violation of this Title unless otherwise excepted by law.
- B. For purposes of enforcement of Section 7.03.010 and Section 7.03.020, Animal Services Officer shall be authorized to enter onto private property if said officer observes, by reasonable means, an animal that appears to be in distress or in danger.

Sec. 7.09.020. - Violations; penalty.

Any violation of the provisions of this ~~Chapter~~ Title shall be punishable by a fine as set out in Section 1.08.010 of the Code of Ordinances unless otherwise specifically set out in this ~~Chapter~~ Title. Each day that a violation is permitted to exist shall constitute a separate offense.

Sec. 7.098.030. - Animal services fees.

Impoundment of altered dog or cat ~~with current license~~:

Fixed Fees:

First impoundment within one year and a current city license: No charge

First impoundment within one year and no current city license: ~~No charge.~~ \$50

~~Subsequent impoundments~~ Second impoundment within one year of previous impoundment
~~.....\$50.00~~ : \$60

Third impoundment within one year of first impoundment: \$75

Fourth or more impoundments within one year of first impoundment: \$100

Variable Fees:

Any veterinarian, drug, or other cost/expense incurred for the animal(s) while impounded

Impoundment of unaltered dog or cat:

Fixed fees:

First impoundment within one year: \$50

Second impoundment within one year of previous impoundment: \$250 and mandatory spay/neuter (refundable upon compliance)

Third impoundment within one year of first impoundment: \$250 and mandatory spay/neuter (nonrefundable)

Fourth or more impoundments within one year of first impoundment: \$500 and mandatory spay/neuter (nonrefundable)

Variable fees:

Any veterinarian, drug or other cost/expense incurred for the animal(s) while impounded.

~~Impoundment of female in estrus50.00~~

Impoundment of livestock:

1. Impoundment per head ~~.....65.00~~ :\$75 and
2. Any veterinarian, drug or other cost/expense incurred for the animal(s) while impounded.
~~.....~~

~~Intact animal fee in lieu of sterilization on second impound250.00~~

Animal Shelter Fees:

Boarding fee per night ~~.....10.00:~~ \$10

Quarantine fee per night ~~.....8.00:~~ \$10 + \$10 boarding

Boarding livestock per night ~~.....20.00:~~ \$20

Rabies vaccination ~~.....15.00:~~ \$15

Adoption of puppies and kittens: \$75

Adoption of adult dogs and cats: \$70

Adoption of senior dogs and cats: \$25 (or free if being adopted by a senior)

Microchip: \$15

~~Adoption, plus vet cost/expense20.00~~

Annual License Fees:

Unaltered dog/~~cat~~ ^{*} ~~.....20.00:~~ or cat: \$20

Altered dog/~~cat~~ ^{*} (~~or dog/cat~~) ~~.....5.00:~~ or cat: \$5

Altered dog/~~cat~~ whose owner is 65 or over: No charge (limit one free license per person): ~~No charge.~~

Dogs professionally trained to assist disabled persons: No charge.

Replacement tag ~~.....1.00:~~ \$1

~~* Note: One dollar for each license sold will be placed in a fund to assist low income persons with altering and care costs.~~

Annual Permit Fees:

Kennel ~~.....65.00:~~ \$250

Multiple pet ~~owner~~ ~~.....25.00:~~ permit: \$100

Commercial sales ~~.....250.00:~~ permit: \$500

Registered dangerous dog ~~.....65.00:~~ \$100 (annual inspection required)

Sec. 7.09.040. – Fee waivers.

A. The Animal Services Manager or other designees of the City Manager may waive a fee assessed against an owner reclaiming an impounded animal if the owner presents a written statement of an inability to pay.

B. The Animal Services Manager or other designees of the City Manager may implement fee-waived adoption promotions.

Title 8 – HEALTH AND SAFETY

CHAPTER 8.05. - INTENTIONAL FEEDING OF DEER

Sec. 8.05.010. - Definition.

"Food" means corn, fruit, oats, hay, nuts, wheat, alfalfa, salt blocks, grain, vegetables, and commercially sold wildlife feed, birdseed or livestock feed, but excludes shrubs, live crops, plants, flowers, vegetation, gardens, trees, and fruit or nuts that have fallen on the ground from trees.

Sec. 8.05.020. - Community education.

The City Manager shall establish and implement a program to educate the community about the dangers of overpopulation of deer in urban and suburban areas.

Sec. 8.05.030. - Feeding of deer prohibited.

- A. Except as provided in Subsection C., a person commits an offense if the person intentionally feeds deer or makes food available for consumption by deer on private or public property within the territorial limits of the City.
- B. A person shall be presumed to have intentionally fed deer, or made food available for consumption by deer, if the person places food, or causes food to be placed, on the ground outdoors or on any outdoor platform that stands fewer than five feet above the ground.
- C. This section does not apply to an animal control officer, veterinarian, peace officer, City employee, federal or state wildlife official, or property owner who is authorized by a local, state, or federal government to treat, manage, capture, trap, hunt, or remove deer and who is acting within the scope of the person's authority.

Sec 8.05.040. - Affirmative defense.

It is an affirmative defense to prosecution under this chapter if a person places food, in good faith, for the purpose of feeding domestic livestock or pets located on the property.

Sec 8.05.050. - Enforcement.

- A. A person may report a violation of this chapter to the ~~Code Enforcement~~[Animal Services](#) Department.
- B. The ~~Code Enforcement~~[Animal Services](#) Department may enforce this chapter.

Sec 8.05.060. - Penalty.

A person who violates this chapter commits an offense. An offense under this chapter is a Class C misdemeanor punishable by a fine of not less than \$75.00 or more than \$125.00.

Proposed Changes to Animal Ordinances

November 24, 2020

Overview



- **New code additions**
 - Petting zoos
 - Bees
- **Feeding of deer**
- **Updating fees**
- **Kennel inspections**
- **Minor changes to definitions and wording**
- **Current status and next steps**
- **Review feedback from Council and Board**

Review Team

- **Angela Jones, Animal Control Supervisor**
- **April Haughey, Animal Services Manager**
- **Jack Daly, Community Services Director**
- **Jim Kachelmeyer, Assistant City Attorney**
- **Alecia Mosadomi, Assistant City Attorney**





New Code Additions

- **Temporary petting zoos included with theatrical exhibits**
 - Current regulations exist only in the Unified Development Code for land zoned as agricultural.
 - Proposing requirement of transition areas* for temporary petting zoos.

*Hand washing is the single most important prevention step for reducing disease transmission.

New Code Additions – Bee Keeping

- Bee keeping is not currently regulated within the City Code.
- Animal Control received several calls regarding bee colonies over the past year.
- Precedence of regulation with neighboring cities.
 - Modeled after Round Rock.
- Similar to the regulation of Urban Chickens.
- Langstroth-type hive with removable frames.
- Provided with a water source.
- Not within 10 feet of the property line or 50 feet from the residence of another.
- Bee colony density determined by size of property.
- Queen from bee stock bred for gentleness and non-swarming characteristics.

Deer Feeding

- **Intentional feeding of deer**
 - Currently located in Title 8 - Health and Safety and regulated by Code Compliance.
 - Change reflects current practice of being referred to Animal Control

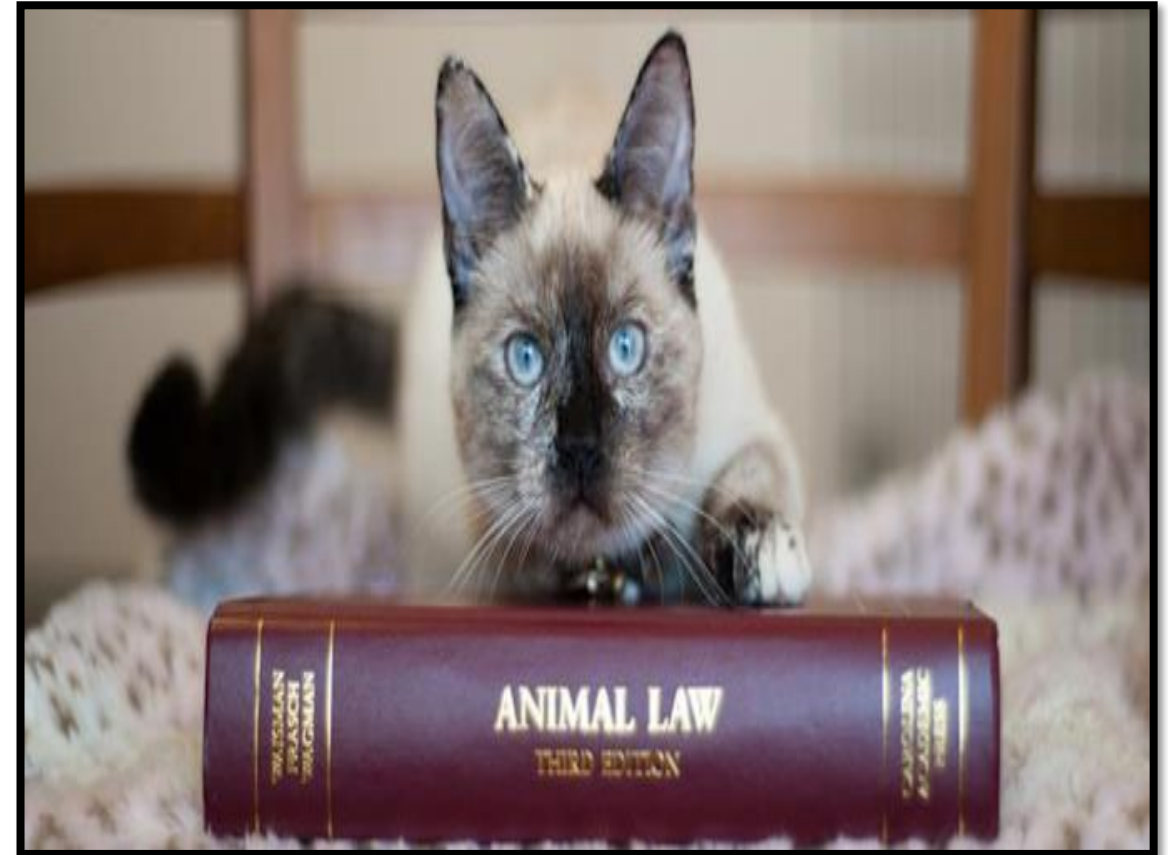


Animal Services Fees and Kennel Inspections

- **Changing fees**
 - Had not been updated recently.
 - Aligned with what other shelters charge and better clarify how charges are calculated.
- **Kennel inspections.**
 - Ch. 7.02.- Licenses and Permits, Sec. 7.02.020. - Kennel permit; requirements.
 - Part of the ordinance that has never been enforced.
 - Explored the idea of the removal of this ordinance.
 - Discovered at a requested inspection the need to keep it due to lack of understanding on how to report bites and quarantine for rabies control.

Minor Changes

- **Language cleanup and enhanced definitions for greater clarity.**
 - Specifying that an electric fence is not a recognized means of confinement, resulting in the dog being at large.
 - LRCA or designee offering home quarantine.
- **Improved alignment with SOPs.**
 - Impoundment at a maximum of 14 days, unless arrangements have been made with ASM.
 - Increased length of time for mandatory spay/neuter to 30 days with 45 days to notify department.



Current Status and Next Steps



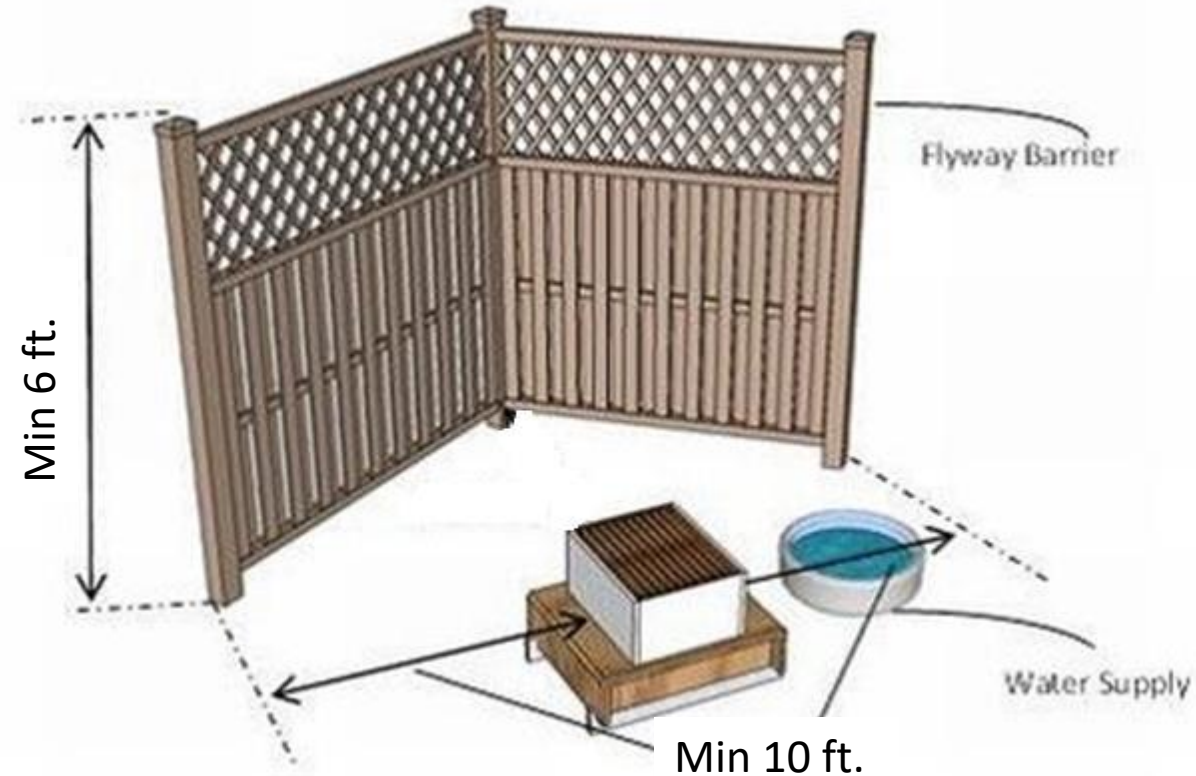
- Initial review with ANSAB completed October 8, 2020.
- Legal checked for alignment with State Law, the Animal Welfare Act, and other City Ordinances and completed a language clean-up.
- Final review with ANSAB at the November 12 meeting
- First reading of ordinance at City Council on November 24, 2020.

Feedback from Council

- Animal control call out criteria on evenings and weekends
 - Clarify on how to reach ACOs afterhours
- Other requirements for petting zoos
 - Federal Licensing Requirements - USDA
 - State requirements – Texas Animal Health Commission
- Kennel inspections
 - Retaining training and breeding inspection and permitting process
 - Developing in-person approach to inform existing kennels, trainers, and breeders of requirement

Feedback from Advisory Board

- Flyway Barrier Definition
 - Confusion about how “measurement” and “location” work together
- Nuisance language
 - Good to duplicate language because bees don’t fall under city’s definition of animals
- Approach to identify gentle bees
 - Similar language in Austin, Round Rock, Kyle, Killeen
 - Follow guidance from Texas Apiary Services and Williamson County Beekeepers Assoc.
- Density concerns and what constitutes a colony
 - Staff’s position is to allow beekeeping, with some restrictions
 - Colony = 1 hive + equipment



*Flyway barrier is required if hive is within 25ft of a property line
(Hives must be 50 ft. from nearest residence)*

Caption

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING TITLE 7 “ANIMALS” AND CHAPTER 8.05 “INTENTIONAL FEEDING OF DEER” OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN RELATING TO THE REGULATION OF ANIMALS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATION PURSUANT TO CHAPTER 1.08 OF THE CODE OF ORDINANCES; AND SETTING AN EFFECTIVE DATE.

Cindy Kelly

TEXAS REALTOR®

512-948-6088

Cindy.Kelly@ERA.com



14-year Resident,
Proudly Selling
Sun City!



4909 Williams Drive, Georgetown

Continued from 7

Rentals, Commercial

Office space for Lease. The first floor office space is 1500 square feet and includes 4 executive offices, breakroom, reception area, 2 bathrooms, and partially furnished. Located near Georgetown Airport. Please contact Amy Gantt at amy@ganttaviation.com or 512-863-5537 for more information.

PUBLISHER'S NOTICE: All real estate advertising in this newspaper is subject to the Fair Housing Act which makes it illegal to advertise "any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, or an intention, to make any such preference, limitation or discrimination."Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under 18. This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis. To complain of discrimination call HUD toll-free at 1-800-669-9777. The toll-free telephone number for the hearing impaired is 1-800-927-9275.

Legal Notices

NOTICE TO CREDITORS
Notice is hereby given that original Letters Testamentary for the Estate of David B. Bonorden, Deceased, were issued on November 2, 2020, in Cause No. 20-0982-CP4, pending in the County Court at Law No. Four, Williamson County, Texas, to: Peter S. Thirlinger.
All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.
Peter S. Thirlinger
c/o Leslie Henges Dolliver, PLLC
3700 Ranch Road 620 South, Suite A
Austin, TX 78738
DATED the 12th day of November, 2020.
Leslie Henges Dolliver
Attorney for Peter S. Thirlinger
State Bar No.: 00784252
3700 Ranch Road 620 South
Suite A
Austin, TX 78738
Telephone: (512) 263-5665
Facsimile: (512) 782-0145
E-mail: leslie@lesliedolliver.com

CITY OF GEORGETOWN
The City of Georgetown is accepting sealed proposals for the following:
RFP No. 202113 - Parks and Recreation Master Plan
Due December 10, 2020
Electronic and hard copy sealed proposals are due 2:00PM CST at the following address:
Georgetown Municipal Complex
Purchasing Department
300-1 Industrial Ave.
Georgetown, TX 78626
Electronic Proposals shall be submitted through the City's web site at: <https://georgetown.ionwave.net>
/Login.aspx.
To obtain information on the solicitation and to register for the bid list, go to <https://gtownx.ionwave.net/CurrentSourcingEvents.aspx>

NOTICE TO ALL PERSONS HAVING CLAIMS AGAINST THE ESTATE OF WENDY BETH WILSON, DECEASED
NOTICE IS HEREBY GIVEN that original Letters Testamentary in the Estate of WENDY BETH WILSON, Deceased, were issued on November 12, 2020, in Cause No. 20-1060-CP4, pending in County Court at Law No. Four (4) of Williamson County, Texas, to DIANE TERWELP.
Claims may be presented in care of the attorneys for the Estate addressed as follows: Estate of WENDY BETH WILSON, Deceased, c/o VACEK, KIECKE & COLMENERO, LLP, P.O. Box 1845, Austin, Texas 78767. All persons having claims against this Estate are required to present them within the time and in the manner prescribed by law.

NOTICE TO CREDITORS
Notice is given that original Letters Testamentary for the Estate of JACQUELINE MOORE PORTER aka Jacqueline Porter were issued on November 10, 2020, in docket number 20-0986-CP4, pending in the County Court at Law Number 4 of Williamson County, Texas, to WALLACE WESLEY PORTER aka Wes Porter. All persons having claims against the estate, which is presently being independently administered, are required to submit them, within the time and manner prescribed by law, and before the estate is closed, addressed as follows: WALLACE WESLEY PORTER
401 Champions Drive
Georgetown, Texas 78628
SIGNED ON this 13th day of November, 2020.

/s/ Lee Norton Bain
LEE NORTON BAIN,
Attorney for WALLACE WESLEY PORTER,
Independent Executor of the Estate of JACQUELINE MOORE PORTER

JOINT NOTICE OF SALE THE STATE OF TEXAS COUNTY OF WILLIAMSON
BY VIRTUE OF ORDERS OF SALE DATED the 6th day of November, 2020, and issued pursuant to judgment decrees of the District Court of Williamson County, Texas, by the Clerk of said Court on said date, in the hereinafter numbered and styled causes, and to me directed and delivered as Constable of said Court, I have on the 6th day of November, 2020, seized, levied upon, and will on the 1st day of December, 2020, at the NORTHEAST SIDE OF THE WILLIAMSON COUNTY JUSTICE CENTER ANNEX AT 4TH AND MARTIN LUTHER KING, GEORGETOWN, TEXAS, at 10:00 a.m. on said day, proceed to sell for cash to the highest bidder all of the right, title, and interest of the defendants in such suit in and to the following described real estate levied upon as the property of said defendants, as provided for by the TEXAS PROPERTY TAX CODE.
All of the following properties being located in Williamson County, Texas and each property being more particularly described on an instrument recorded in the Official Public Records, Williamson County, Texas. The approximate property addresses

reflected herein are the addresses on the tax records and may or may not be completely accurate.
PROP #, CAUSE #, STYLE, PROP DESCRIPTION, ADDRESS, ACCT #
1. 17-0358-T395
The County of Williamson, Texas v Antonio H. Gonzales Et Al, Lot 7, Block B, Hidden Meadow, City of Taylor, Williamson County, Texas (Document #2008083603 and #2011019239 of the Official Public Records, Williamson County, Texas), 2203 Robin Ln, Taylor, Texas 76574-1377, Account #R083843 2. 18-0032-T425
The County of Williamson, Texas v Connie Little, 0.88 Acres, more or less, being Lot 25, Block H. Falcon Oaks Section 4, Williamson County, Texas (Document #1998044128 of the Official Public Records, Williamson County, Texas), 1904 Eagles Way, Leander, Texas 78641-8858, Account #R002156 3. 18-0032-T425
The County of Williamson, Texas v Connie Little, A 2010 Timberland Manufactured Home only, Label #PFS1081679, located on Lot 25, Block H. Falcon Oaks Section 4, Williamson County, Texas, 1904 Eagles Way, Leander, Texas 78641-8858, Account #R509229
4. 18-0563-T395
The County of Williamson, Texas v Theo De La Rosa, Sr., Lot 7, Block 38, City of Round Rock, Williamson County, Texas (Volume 314, Page 55 of the Deed Records, Williamson County, Texas), 403 E Austin Ave, Round Rock, Texas 78664-5303, Account #R071519 5. 18-0618-T368
The County of Williamson, Texas v Melissa Pachicano, 0.17 Acres, more or less, being the west parts of Lots 9-10, Block 46, City of Taylor, Williamson County, Texas (Volume 2628, Page 663 of the Deed Records and Document #2001065244 of the Official Public Records, Williamson County, Texas), 401 E 3rd St, Taylor, Texas 76574-3708, Account #R015202
6. 18-0631-T395
The County of Williamson, Texas v Jackie M. Rider, Lot 18, Block P. Mesa Ridge Section 9, City of Round Rock, Williamson County, Texas (Document #1997035063 of the Official Public Records, Williamson County, Texas), 1301 Troy Ln, Round Rock, Texas 78664-3378, Account #R067476
7. 18-0639-T395
The County of Williamson, Texas v Robert V. Pyle, 0.894 Acres, more or less, being Lot 9, Red Bud Acres, Williamson County, Texas (Document #2012029432 of the Official Public Records, Williamson County, Texas), 17 Red Bud Trail, Round Rock, Texas 78665, Account #R070792
8. 19-0314-T395
The County of Williamson, Texas v 200 Howell, LLC, 0.49 Acres, more or less, being Lots 16 & 17, Block 22, City of Florence, Williamson County, Texas (Document #2018014990 of the Official Public Records, Williamson County, Texas), 200 Howell St, Florence, Texas 76527-4029, Account #R010918
9. 19-0638-T395
The County of Williamson, Texas v Patrick Blaise Palousek, 0.48 Acres, more or less, being Lots 7-9, Block 30, City of Jarrell, Williamson County, Texas (Document #2012005899 of the Official Public Records, Williamson County, Texas), 301 N 8th St, Jarrell, Texas 76537-1210, Account #R011651 10. 19-0688-T26
The County of Williamson, Texas v Leon Reyes, Lot 3, Block 8, Vance Addition, City of Taylor, Williamson County, Texas (Document #2017068630 of the Official Public Records, Williamson County, Texas), 914 Porter St, Taylor, Texas 76574-3238, Account #R018382
11. 19-0810-T395
The County of Williamson, Texas v Michael Scott Smith, 1.011 Acres, more or less, out of the Willis Donahoe Survey, Abstract 173, Williamson County, Texas, and being a Part of Jackie Thomison Subdivision, City of Round Rock, Williamson County, Texas (Document #199080027 of the Official Public Records, Williamson County, Texas, save and except Document #2002000073, and also Save and Except Document #2008044727, and Save and Except Document #2014023131.), 3481 E. Old Settlers Blvd, Round Rock, Texas 78665, Account #R526214
*Property sold subject to lien recorded in Document #2018070623, Official Public Records of Williamson County" 12. 19-0834-T395
The County of Williamson, Texas v Unknown Shareholders of Habitat for Humanity at of the Hill Country, Inc., 0.14 Acres, more or less, being Lot 2, Block 75, City of Taylor, Williamson County Texas (Tract 2 in Volume 1404, Page 575 and Volume 2665, Page 420 of the Deed Records and Tract 4 in Document #2009017304 of the Official Public Records, Williamson County, Texas), 103 Robinson St, Taylor, Texas 76574, Account #R015411
13. 19-0834-T395
The County of Williamson, Texas v Unknown Shareholders of Habitat for Humanity at of the Hill Country, Inc., 0.12 Acres, more or less, being Lot 10, Block 111, City of Taylor, Williamson County, Texas (Tract 3 in Volume 1404, Page 575 and Volume 2665, Page 422 of the Deed Records and Tract 3 in Document #2009017304 of the Official Public Records, Williamson County, Texas), 507 Gano St, Taylor, Texas 76574, Account #R015765
14. 19-0834-T395
The County of Williamson, Texas v Unknown Shareholders of Habitat for Humanity at of the Hill Country, Inc. 0.08 Acre of land, more or less, out of Block 19 of Outlot Division A, City of Georgetown, Williamson County, Texas, being assessed on the tax rolls of Williamson County as property account number R044770, said 0.08 acre tract being more particularly described as follows:
A 0.08 acre tract of land, more or less, beginning with the southeast corner of this 0.08 acre tract, this beginning point being the point where the north line of West 15th Street meets the most southwest corner of a tract of land deeded to Betty Lopez Garcia in Document #2018016113 of the Official Public Records of Williamson County, Texas (said tract being hereinafter referred to as the "Garcia Tract," Williamson County Property Account # R044771), thence north following the west line of the Garcia Tract to a point where it intersects with the south line of a 0.25 acre tract conveyed to Ruth B. Jorgensen in Document #2018077271 of the Official Public Records of Williamson County, Texas (said tract being hereinafter referred to as the "Jorgensen Tract," Williamson County Property Account #R044769), thence west following the south line of said Jorgensen Tract to a point where it intersects with a tract deeded to Chance Leigh Custom Homes, LLC in Document #2020014466 of the Official Public Records of Williamson County, Texas (said tract being hereinafter referred to as the "Chance Tract," Williamson County Property Account #R044761), thence south along the east line of said Chance Tract to a point where it intersects with the north line of West 15th Street, thence east following the northern line of said street to the place of beginning, containing 0.08 acre of land, more or less., 605 W. 15th Street, Georgetown, Texas 78626,

Not Confined to Quarters

Not everyone has been confined to quarters during the pandemic. Georgetown resident Alice Gardiner and fond friend Nancy Wiesenfeld from Brooklyn, New York, started a camping trip that is now approaching four months. The fast friends met in 1999 on a 120-day cruise around the globe.

"Nancy and I have continued our travels around the world," Alice explained. "We were planning an Indonesia trip this year when the virus hit, so we decided an RV trip would be safer."

"We started with a gruelling hike to the famous LightHouse in Palo Duro Canyon in Texas. The last part was straight up over boulders in temperatures of 104 degrees."

On to New Mexico for a week of hiking.

"Each day brought something exciting," Alice said. "A new vista at a turn, beautiful butterflies, an animal crossing the road and birds singing in the morning."

In Moab, Utah, they embarked on a wild Jeep ride, "Hell's Revenge," up petrified sand dunes.

"Not for the faint of heart," Alice stated. "Then we found where Thelma and Louise drove their car off the cliff and, from that point on, we became known as Thelma and Louise."

A timeshare stay provided respite for the Thelma and Louise gal pals.

"It was a wonderful break with a hot shower, TV and internet," Alice recalled. "We were still hiking every day but back at night to sleep in separate rooms. Much different than our



CONFINED TO QUARTERS
Linda Dwyer

small twin beds in the van, inches apart."

In White River National Forest, an early snow storm was predicted so they headed down to Rock Springs, Wyoming.

"We found five to seven inches of snow on our van the next morning," Alice said. "I can only imagine how much there would have been had we stayed at 10,000 feet."

In Yellowstone, they stayed in campsites with no service other than water and pit toilets.

"An old woman was hiking the trail for the last time with her daughter. She had hiked it for the last 30 years and was telling the history and naming the plants," Alice said. "She said she would miss this hike, but it was time to move closer to her daughter."

The daughter put her arms around her, and the mother smiled. The National Park campgrounds closed a week later.

In Montana, Alice and Nancy visited Little Bighorn National Monument.

"A tragedy for all concerned," Alice reflected. In Nebraska, the duo stayed where Lewis and Clark camped on the Missouri River. In Arkansas, a kayak trip in Lake of the Ozarks was enhanced by the sheer beauty of trees beginning to turn colors.

Alice declared Crystal Bridges American Art Museum, in Bentonville, Arkansas, "a must see." The hot healing waters of Hot Springs National Park soothed their weary bodies before panning for crystals atop Fisher Mountain.

"We had so much fun and came back with a small bucket of great

gems," Alice said.

They returned to Texas for a sunrise Caddo Lake swamp tour. A stop in Georgetown allowed Alice to do early voting and then back on the road to Padre Island where they are now camped. Plans are to work their way up the Rio Grande to Big Bend National Park before returning to Georgetown for Thanksgiving.

"We have traveled 9,235 miles in my RV," Alice said. "We've enjoyed the fresh air, exercise and freedom that nature offers. There are many options to enjoy nature and our beautiful country. Our camping has been in-

There are many options to enjoy nature.'

Alice Gardiner

expensive. We eat simple and healthy food, but we've indulged a few times in nice restaurants when there has been fresh open air and properly distanced tables."

While escaping the constraints of COVID confinement, they washed their hands, used sanitizer at every opportunity and wore masks in public. Reservations limited the numbers of people in public places and distancing was practiced.

"We were amazed at how many people were camping and how many new license tags were on campers," Alice noted. "A lot of campgrounds were completely full."

Alice reflected, "Life is too short to not do what brings joy. Being in nature has been our way to handle the pandemic and the election drama. As Willie said in his song 'It's good to be on the road again.'"

Send your Santa letters to the Sun

He's making a list and checking it twice. But Santa Claus won't know what to load up in his sleigh until he hears from you.

The Williamson County Sun is now accepting kids' letters to Santa, which we will publish in the newspaper before Christmas.

Please email those letters to santaletters@wilcosun.com.

Account #R044770
This sale will be conducted to satisfy the judgment(s) for delinquent property taxes and accrued penalties and interests due on the properties described herein, and for all costs of court and sale.
I do hereby verify that true and correct copies of the foregoing Joint Notice of Sale have been delivered by United States Certified Mail, Return Receipt Requested, and by regular mail, to each of the Defendants named in each of the numbered and styled causes.
DATED the 6th day of November, 2020, at Georgetown, Texas
KEVIN STOFLE
Constable, Williamson County, Texas
You may contact the attorney for the taxing units at (512) 943-1645.

Climatized Containers
will be having an auction at 3 PM on Saturday November 28, 2020.
We will have 4 units in this auction. Bring locks in case you buy units.
Michael Lane unit G9 8x10.
Keyboard, clothes, hats, totes.
Johnnie Bowns unit DD2060 8x10.
Clothes, shoes, dresser, bed frame, bed, desk.
David Boringer unit D2124 8x20.
Wooden furniture, mirrors, blankets, chairs.
Harry Robertson unit D2162 8x20.
Clothes, cabinets, tools, furniture, totes.

NOTICE TO CREDITORS
Notice is hereby given that original Letters of Administration for the Estate of JIMMY J. KRAMER, Deceased, were issued on October 19, 2020, in Cause No. 20-0823-CP4, pending in the County Court of Williamson County, Texas, to: Kimberly Kramer Moor and Karen Kramer Query.
All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.
c/o: Henson & Rockafellow, PLLC, Attorney at Law
117 E. Jackson St.
Burnet, Texas 78611
DATED the 13th day of November, 2020.
/s/Cody Henson
Cody Henson,
Attorney for Kimberly Kramer Moor And Karen Kramer Query
State Bar No.: 240558682
117 E. Jackson St.
Burnet, Texas 78611
Telephone: (512) 756-4100
Facsimile: (512) 756-2900
E-mail: tyler@hillcountrylegal.com

Notice
The following Ordinance will be heard at a First Reading by the City Council of Georgetown at 6:00 p.m., Tuesday, November 24, 2020 at the City Council Chambers, 510 W. 9th St, Georgetown, TX 78626.
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING TITLE 7 "ANIMALS" AND CHAPTER 8.05 "INTENTIONAL FEEDING OF DEER" OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN RELATING TO THE REGULATION OF ANIMALS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATION PURSUANT TO CHAPTER 1.08 OF THE CODE OF ORDINANCES; AND SETTING AN EFFECTIVE DATE.

NOTICE TO CREDITORS
Notice is hereby given that original Letters Testamentary for the Estate of DONALD GENE FORSBECK, Deceased, were issued on October 28, 2020, in Cause No. 20-0964-CP4, pending in the County Court at Law No. FOUR, Williamson County, Texas, to: Tamara Lynne Forsbeck.
All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.
c/o: Jamie Etzkorn
Attorney at Law of 496

925 Loop 332
Liberty Hill, TX 78642
DATED the 12th day of November, 2020.
/s/ Jamie Etzkorn
Attorney for Tamara Lynne Forsbeck
State Bar No.: 24047660
925 Loop 332
Liberty Hill, TX 78642
Telephone: (512) 800-6353
Facsimile: (512) 233-5202
E-mail: jamie@etzkornlaw.com
CONSTABLE SALE NOTICE- REAL PROPERTY
Under and by virtue of an ORDER OF SALE, issued on the 25th day of September 2020 for Cause Number 16-0431-C368, Honorable 368th District Court of Williamson County, Texas, styled HUTTOPARKE HOMEOWNERS ASSOCIATION INC. vs JOHNNY C. RODRIQUEZ AND TERESA E. RODRIQUEZ, said writ ordering that out of the property of JOHNNY C. RODRIQUEZ AND TERESA E. RODRIQUEZ, subject to execution be made the sum of \$ 4,526.58, reasonable attorney's fees in the amount of \$ 1,500.00; court cost in the amount of \$ 311.25; post judgment interest thereon at the rate of 5% per annum from January 30, 2017 until paid. Said lien existed on the 30th day of January 2017. This together with the costs of executing this writ delivered to me as Constable, Precinct Four of Williamson County, Texas. Said judgment is a foreclosure on the following property as described below.
LEGAL DESCRIPTION: Lot (19), Block K, HuttoParke Section (1), a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet W, Slide 349, Plat Records of Williamson County, Texas. Locally known as 105 Rinehardt St., Hutto, Texas 78634
Therefore, I, Martin D. Ruble, have levied on the 8th day of October, 2020, and will offer for sale and sell by public auction to the highest bidder on the 1st day of December 2020, the same being the first Tuesday of the Month at the Williamson County Courthouse Annex, 405 Martin Luther King, in the City of Georgetown, Texas, between the hours of ten o'clock a.m. and four o'clock p.m., any and all rights, title, interest and claim which the said JOHNNY C. RODRIQUEZ AND TERESA E. RODRIQUEZ has in the above described property situated in Williamson County, Texas.

NOTE: THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE BOUGHT THE PROPERTY "AS IS". BUYERS ARE FURTHER ADVISED THAT THE PURCHASE OF THE PROPERTY AT THIS CONSTABLE'S SALE MAY NOT EXTINGUISH ANY LIENS OR SECURITY INTEREST ON THE PROPERTY. YOU HAVE SIMPLY PURCHASED WHATEVER INTEREST THE DEFENDANT HAD IN THE PROPERTY. IF YOU HAVE ANY QUESTION, YOU SHOULD CONSULT COUNSEL OF YOUR CHOICE. THERE MAY BE ADDITIONAL TAXES DUE ON THE PROPERTY WHICH HAVE BEEN ASSESSED SINCE THE DATE OF THE JUDGMENT. ALL SALES WILL BE ISSUED A CONSTABLE'S DEED
The winning bidder must submit a written statement that they do not owe any delinquent Williamson County ad valorem, school or municipality taxes prior to the issuance of a Constables deed.
Marty Ruble, Constable
Williamson County Precinct Four

PUBLIC NOTICE
The Round Rock ISD will be accepting sealed bids for: Plumbing Supplies and Equipment - Warehouse Stock Bid# 21-067 Opens 2:00pm December 10, 2020
Solicitation will be opened at, and documents may be obtained from the RRISD Purchasing Dept, 16255 Great Oaks Dr Ste 200, Round Rock, TX 78681, (512) 464-6950 or at www.roundrockisd.org. Vendors are encouraged to register in the District's eROC Electronic Procurement Program online at <https://purchasing.roundrockisd.org/vendors/>

vendor-registration/ for future bid opportunities.
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING THE 2020 ANNUAL BUDGET FOR YEAR-END OBLIGATIONS THAT WERE NOT KNOWN AT THE TIME THE BUDGET WAS ADOPTED, APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

Leander ISD is currently receiving responses for the following solicitation:
RFP # 21018L21-031 - Henry Middle School Heat Recovery Unit Upgrade - Opens Wednesday, December 16, 2020 documents related to the above solicitation can be viewed at <https://leander.isd.texas.gov/portal/?tab=login>.
Electronic bids will be open via Bonfire and hard copy bids open will be performed at (admin office address and room). Requests for additional information can be directed to purchasing@leanderisd.org or call 512.570.0613.

CITY OF GEORGETOWN
The City of Georgetown is accepting sealed proposals for the following:
RFP No. 202114 - Collection on Utility Customer Care
Delinquent Accounts
Due December 4, 2020
Electronic and hard copy sealed proposals are due 2:00PM CST at the following address:
Georgetown Municipal Complex
Purchasing Department
300-1 Industrial Ave.
Georgetown, TX 78626
Electronic Proposals shall be submitted through the City's web site at: <https://georgetown.ionwave.net/Login.aspx>.
To obtain information on the solicitation and to register for the bid list, go to <https://gtownx.ionwave.net/CurrentSourcingEvents.aspx>

NOTICE TO ALL PERSONS HAVING CLAIMS AGAINST THE ESTATE
Notice is hereby given that in Cause No. 20-0990-CP4, styled Estate of R. Lee Aver, Jr., Deceased, pending in the County Court at Law No. 4 of Williamson County, Texas, original letters testamentary were issued on October 30, 2020, to Rosa Blanca Aver.
Claims may be presented and addressed to the personal representative of the estate in care of the attorneys at the address below. All persons having claims against this estate are required to present them within the time and in the manner prescribed by law.
Signed on November 16, 2020.
McGINNIS LOCHRIDGE LLP
600 Congress Avenue,
Suite 2100
Austin, TX 78701
512-495-6079 Telephone
512-505-6379 Fax
Alenner@mcginnislaw.com
By: /s/ Alison Lenner
Alison S. Lenner
State Bar No. 24102081
Attorneys for Independent Executor

CONSTABLE SALE NOTICE- REAL PROPERTY
Under and by virtue of an ORDER OF SALE, issued on the 16th day of September 2020 for Cause Number 19-0418-C368, Honorable 368th District Court of Williamson County, Texas, styled PARK BC HOMEOWNERS ASSOCIATION INC. vs ANGEL S. NUNEZ AND ERICA E. IPATZI, said writ ordering that out of the property of ANGEL S. NUNEZ AND ERICA E. IPATZI, subject to execution be made the sum of \$ 4,877.93, reasonable attorney's fees in the amount of \$ 4,270.00; court cost in the amount of \$ 327.50; post judgment interest thereon at the rate of 5% per annum from January 8, 2020 until paid. Said lien existed on the 8th day of January 2020. This together with the costs of executing this writ delivered to me as Constable, Precinct Four of Williamson County, Texas. Said judgment is a foreclosure on the

following property as described below.
LEGAL DESCRIPTION: Lot 33, Block H, of the Park at Brushy Creek, Phase 3, A subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet FF, Slides 392-393, Plat Records of Williamson County, Texas. Locally known as 100 Shiloh Cove, Hutto, Texas 78634
Therefore, I, Martin D. Ruble, have levied on the 8th day of October, 2020, and will offer for sale and sell by public auction to the highest bidder on the 1st day of December 2020, the same being the first Tuesday of the Month at the Williamson County Courthouse Annex, 405 Martin Luther King, in the City of Georgetown, Texas, between the hours of ten o'clock a.m. and four o'clock p.m., any and all rights, title, interest and claim which the said ANGEL S. NUNEZ AND ERICA E. IPATZI has in the above described property situated in Williamson County, Texas.
NOTE: THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE BOUGHT THE PROPERTY "AS IS". BUYERS ARE FURTHER ADVISED THAT THE PURCHASE OF THE PROPERTY AT THIS CONSTABLE'S SALE MAY NOT EXTINGUISH ANY LIENS OR SECURITY INTEREST ON THE PROPERTY. YOU HAVE SIMPLY PURCHASED WHATEVER INTEREST THE DEFENDANT HAD IN THE PROPERTY. IF YOU HAVE ANY QUESTION, YOU SHOULD CONSULT COUNSEL OF YOUR CHOICE. THERE MAY BE ADDITIONAL TAXES DUE ON THE PROPERTY WHICH HAVE BEEN ASSESSED SINCE THE DATE OF THE JUDGMENT. ALL SALES WILL BE ISSUED A CONSTABLE'S DEED
The winning bidder must submit a written statement that they do not owe any delinquent Williamson County ad valorem, school or municipality taxes prior to the issuance of a Constables deed.
Marty Ruble, Constable
Williamson County Precinct Four By Deputy

Triton IM (License 0654674VSF) 512-252-2727 has the following vehicle impounded at 16209 Terrace Dr, Austin, TX 78728. This vehicle was removed for unauthorized at 2811 La Frontera Blvd, Austin, TX 78728. Green Boat with no license plate and no VIN#. Charges: \$250.00 plus \$20.64 per day storage beginning on Oct 24th 2020. Vehicles must be claimed and charges paid by the registered owner by Dec, 11th 2020 or will be sold at public auction to the highest bidder. Failure of the owner or lien holder to claim the vehicle before the date of sale is a waiver of all right, title, and interest in the vehicle and said owner or lien holder consents the sale of the vehicle at a public sale. Lien holder further appoints Triton Incident Management as agent to execute said release and any and all documents as may be required to dispose of the vehicle.

Puzzle answers

9	4	7	2	8	5	3	1	6
5	3	1	4	7	6	2	8	9
6	8	2	9	1	3	7	5	4
2	1	5	6	4	9	8	7	3
7	6	3	8	2	1	9	4	5
8	9	4	3	5	7	6	2	1
1	5	6	7	3	8	4	9	2
4	7	9	5	6	2	1	3	8
3	2	8	1	9	4	5	6	7

6	7	3	1	9	4	8	5	2
1	8	2	5	6	7	4	9	3
5	4	9	3	8	2	7	6	1
9	3	8	2	4	1	6	7	5
2	5	6	8	7	3	9	1	4
7	1	4	6	5	9	2	3	8
4	2	7	9	1	5	3	8	6
3	6	5	7	2	8	1	4	9
8	9	1	4	3	6	5	2	7

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

SUBJECT:

Forwarded from the Georgetown Water Utility Advisory Board (GWUAB):

Consideration and possible action to approve the “**Texas Water Code Section 13.248 Retail Water Certificate of Convenience and Necessity Service Area Transfer Agreement**,” between the City of Georgetown and **Jarrell-Schwertner Water Supply Corporation (“JSWSC”)** relating to the **transfer** of approximately **4,288 acres** (approximately 6.7 square miles) located in **Bell and Williamson Counties** from Georgetown’s **Water Certificate of Convenience and Necessity (“CCN”)** to JSWSC’s Water CCN -- Chelsea Solomon, Control Center Manager

ITEM SUMMARY:

By email dated June 2, 2020, JSWSC, through its engineering firm, KPA, requested the transfer of an approximately 4,288-acre area (approximately 6.7 square miles) located in Bell and Williamson County, Texas (the “Transfer Area”) from Georgetown’s Water CCN to JSWSC’s Water CCN (See Attachment #1) The general location of the Transfer Area is shown in yellow on Attachment #2. JSWSC’s Water CCN area transfer request is one of three such requests received to date in 2020 – the two others are from the City of Liberty Hill and Kempner Water Supply Corporation. At the City Council Workshop on June 9, 2020, City staff presented all three Water CCN area transfer requests to the City Council for initial direction, and City Council authorized staff to commence negotiations with the requesting utilities. This Board recommended approval of the Kempner Water Supply Corporation CCN transfer request on October 8, 2020 and the City Council approved it on October 13, 2020.

This agenda item relates to the request by JSWSC. The City’s Water Utilities Department has evaluated JSWSC’s request and does not oppose it. The City has no retail water customers or water infrastructure in the Transfer Area, and no plans to extend water infrastructure to the Transfer Area. At the City’s request, JSWSC retained the services of NewGen Strategies & Solutions (“NewGen”) to determine what compensation amount would be due to the City under the Texas Water Code for the City’s relinquishment of the Transfer Area. NewGen issued a report dated September 30, 2020 finding that no compensation would be due to Georgetown using the applicable statutory factors, other than reimbursement of the City’s transactional costs (i.e., legal fees and costs for staff time needed to prepare the necessary applications and related filings with the Public Utility Commission of Texas (“PUC”) which must, in this instance, approve the transfer.) A copy of NewGen’s report is attached as Attachment #3.

The first step changing the boundaries of a Water CCN is execution of an agreement demonstrating that the changes are mutually agreeable to the retail water suppliers involved. A proposed agreement between the City and JSWSC is attached as Attachment #4. The JSWSC Board of Directors is scheduled to consider the agreement at its November 11, 2020 meeting. If the agreement is approved by the City, subsequent steps involve submittal of a “Sale, Transfer, Merger Application” (STM Application) to PUC for approval, after notice and opportunity for hearing.

BOARD RECOMMENDATION:

This item was unanimously approved by the Georgetown Water Utility Advisory Board for Council approval at the November 12, 2020 Georgetown Water Utility Advisory Board meeting.

FINANCIAL IMPACT:

The proposed Agreement will have no negative financial impact to the City inasmuch as the City has no water customers or existing water infrastructure in the proposed Transfer Area, and no plans to construct infrastructure on the current planning horizon. NewGen Strategies & Solutions has evaluated the proposed transaction using the applicable statutory factors and determined that no compensation would be due to the City for the transfer, except for reimbursement of the City’s transaction costs.

SUBMITTED BY:

Chelsea Solomon, Control Center Manager

ATTACHMENTS:

1. JSWSC’s June 2, 2020 written request for transfer of the Transfer Area from the City’s Water CCN to JSWSC’s CCN

2. Map of proposed Transfer Area
3. NewGen Strategies & Solutions' September 30, 2020 letter report
4. Texas Water Code Section 13.248 Retail Water Certificate of Convenience and Necessity Service Area Transfer Agreement, between the City Kempner WSC
Presentation

From: [Trae Sutton](#)
To: glenn.dishong@georgetown.org
Subject: Jarrell Schwernter WSC/Georgetown CCN
Attachments: [CCN CHANGES EXHIBIT-EXHIBIT A.pdf](#)
[CCN CHANGES EXHIBIT-EXHIBIT B.pdf](#)
[CCN CHANGES EXHIBIT-EXHIBIT C.pdf](#)

Glenn,

Jarrell Schwernter WSC was approached by Mr. Adam Starr regarding service out in the Prairie Dell Area. During this process it was discovered the service area Adam is in is the City's CCN (old Chisholm Trail CCN). After even further review JSWSC discovered they are currently providing water service to properties that are in the City's CCN (old Chisholm Trail CCN). I believe Adam stated he has met with you regarding the issue in the past, specifically regarding his tract. JSWSC would like to meet to discuss the possibility of the City to release the CCN in the areas they (JSWSC) is currently serving as well as a few additional raw tracts of land that are in the vicinity of the areas currently being served. I've attached the following exhibits:

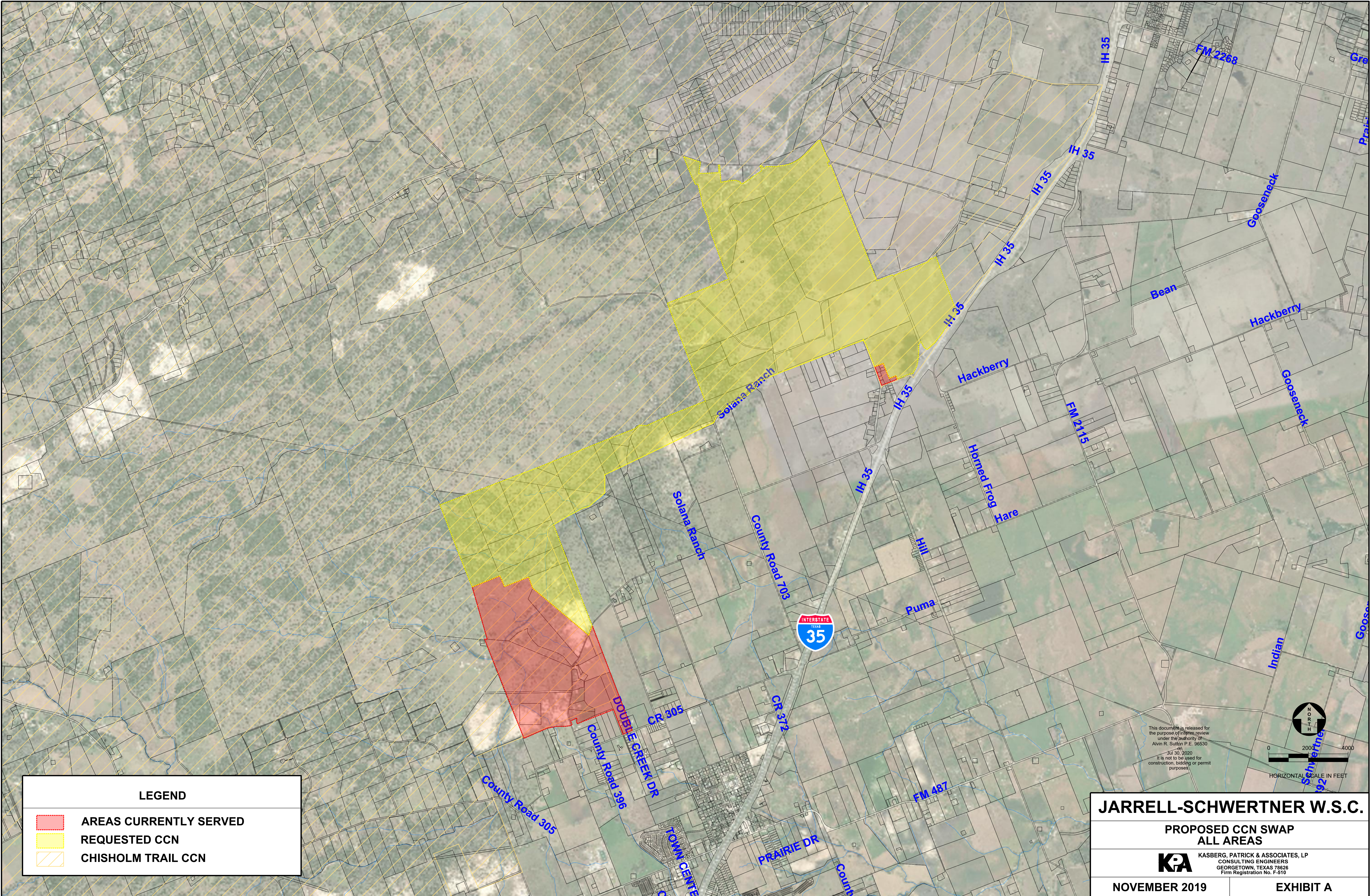
- Exhibit A – Overall areas requested to be released (CR 344 Area & Prairie Dell Area)
- Exhibit B – CR 344 area requested to be released
- Exhibit C – Prairie Dell Area requested to be released

David Yohe, JSWSC General Manager, requested we schedule a sit down meeting with you to discuss the options and the City's reception to releasing these areas. Please let me know your availability and we will coordinate with David regarding the meeting.

Thank you!

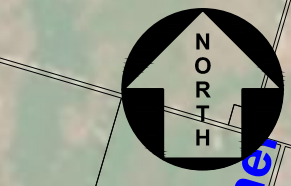
Trae Sutton, PE, CFM
Kasberg, Patrick & Associates, LP
1008 South Main Street
Georgetown, Texas 78626
(512) 819-9478

P:\US\2019\CCN MAP\CAD\EXHIBIT - SERVICE AREA - rev01.dwg - EXHIBIT A



LEGEND	
	AREAS CURRENTLY SERVED
	REQUESTED CCN
	CHISHOLM TRAIL CCN

This document is released for the purpose of information review under the authority of Alvin R. Sutton P.E. 96530 Jul 30, 2020 It is not to be used for construction, bidding or permit purposes.



0 2000 4000
HORIZONTAL SCALE IN FEET

JARRELL-SCHWERTNER W.S.C.	
PROPOSED CCN SWAP ALL AREAS	
KASBERG, PATRICK & ASSOCIATES, LP CONSULTING ENGINEERS GEORGETOWN, TEXAS 78626 Firm Registration No. F-510	
NOVEMBER 2019	EXHIBIT A



8140 North Mopac Expressway
Suite 1-240
Austin, TX 78759
Phone: (512) 479-7900
Fax: (512) 479-7905

September 30, 2020

Via email

Ms. Trish Ferguson
Patricia Ferguson & Associates, LLC
815 West Fifth Street
Clifton, TX 76634

Subject: CCN Compensation Analysis for Jarrell-Schwertner Water Supply Corporation

Dear Ms. Ferguson:

NewGen Strategies and Solutions, LLC (NewGen) has completed our compensation analysis for the service area currently held by the City of Georgetown (City) that Jarrell-Schwertner Water Supply Corporation (JSWSC) desires to decertify and acquire. For reference, the subject area under consideration is illustrated in Attachment A.

Governing Statute and Rules

NewGen's analysis, and indicated opinion concerning compensation amount, follows the requirements of Texas Water Code (TWC) §13.254(g). The factors ensuring that the compensation to a retail public utility is just and adequate include:

1. The value of real property owned and utilized by the retail public utility for its facilities according to the standards set forth in Texas Properties Code, Chapter 21;
2. The amount of the retail public utility's debt allocable for service to the area in question;
3. The value of the service facilities of the retail public utility located within the area in question;
4. The amount of any expenditures for planning, design, or construction of service facilities that are allocable to service to the area in question;
5. The amount of the retail public utility's contractual obligations allocable to the area in question;
6. Any demonstrated impairment of service or increase of cost to consumers of the retail public utility remaining after the decertification;
7. The impact on future revenues lost from existing customers;
8. Necessary and reasonable legal expenses and professional fees;
9. And other relevant factors.

Documentation Reviewed

In conducting this analysis, the following documentation was reviewed and relied upon:

- The subject area map included herein as Attachment A;
- Correspondence by and between each entities' legal counsel and NewGen; and
- Correspondence by and between the individual parties and NewGen.

It should be noted that the majority of NewGen's analysis relies on representations made by the parties and their respective legal counsels. While a limited amount of data was requested, supporting documentation was either not available or not provided. NewGen understands that the parties have conferred extensively regarding this matter and are in general agreement around the majority of the parameters outlined below. To the extent either party challenges the conclusions outlined, NewGen respectfully requests the opportunity to request additional documentation and revise our findings and conclusions based on this documentation.

Analysis of Criteria

The following discusses each of the factors outlined in TWC §13.254(g) and NewGen's analysis of each factor:

1. "The value of real property owned and utilized by the retail public utility for its facilities . . ."

Findings:

At this time, NewGen understands that the City has not committed or dedicated any facilities or lines to provide water service to the subject area. Further, no documentation has been provided which would demonstrate the City has performed any acts to provide service to the subject area. Based on this, NewGen is of the opinion that the subject area is not receiving water service in any capacity from the City.

Given that the City has no facilities within the subject area, nor has performed any acts to supply service to the subject area, it is our opinion that no real property is owned or utilized by the City to supply service to the subject area.

2. "The amount of the retail public utility's debt allocable for service to the area in question."

Findings:

It is NewGen's understanding that the City has no facilities and/or customers within the subject area, nor has performed acts or supplied anything to the subject area. Given this understanding, it is our opinion no debt is allocable to this area.

3. "The value of the service facilities of the retail public utility located within the area in question."

Findings:

As indicated above, the City does not maintain service facilities in the area in question. Given this, it is our opinion that there is no value to be assigned associated with service facilities located within the area in question.

4. "The amount of any expenditures for planning, design, or construction of service facilities that are allocable to service to the area in question."

Findings:

At this time, NewGen has not been provided any data indicating the City has incurred professional fees for the planning or design of facilities in the subject area. Further, given the above findings that there are no facilities in the subject area, NewGen is of the opinion that there are no expenditures for planning, design, or construction for service facilities allocable to the area.

5. “The amount of the retail public utility’s contractual obligations allocable to the area in question.”

Findings:

NewGen is not aware of any contractual obligations allocable to the area in question.

6. “Any demonstrated impairment of service or increase of cost to consumers of the retail public utility remaining after the decertification.”

Findings:

Given that there are no current or planned customers or facilities within the subject area, it is our opinion that there will be no impairment of services and/or increase in costs to the remaining customers of the City as a result of decertification, as no current customers contribute to fixed cost recovery currently.

7. “The impact on future revenues lost from existing customers.”

Findings:

There are no existing customers within the subject area; therefore, there is no anticipated loss of future revenues from existing customers in the subject area.

8. “Necessary and reasonable legal expenses and professional fees.”

Findings:

At this time, NewGen understands that the parties have agreed that the City’s reasonable legal fees and other relevant costs associated with the decertification will be addressed separately from this compensation analysis and will not be part of the compensation amount for the service area identified in this analysis.

9. “And other relevant factors.”

Findings:

We are unaware of any other relevant factors to be considered within this proceeding which would merit further analysis for determining just and adequate compensation.

Conclusion:

Based upon our analysis, as governed by TWC §13.254(g), it is our opinion that the compensation necessary for decertification of the subject area is zero dollars (\$0.00). However, the City is due appropriate reimbursement for prudently incurred, relevant legal fees as discussed above.

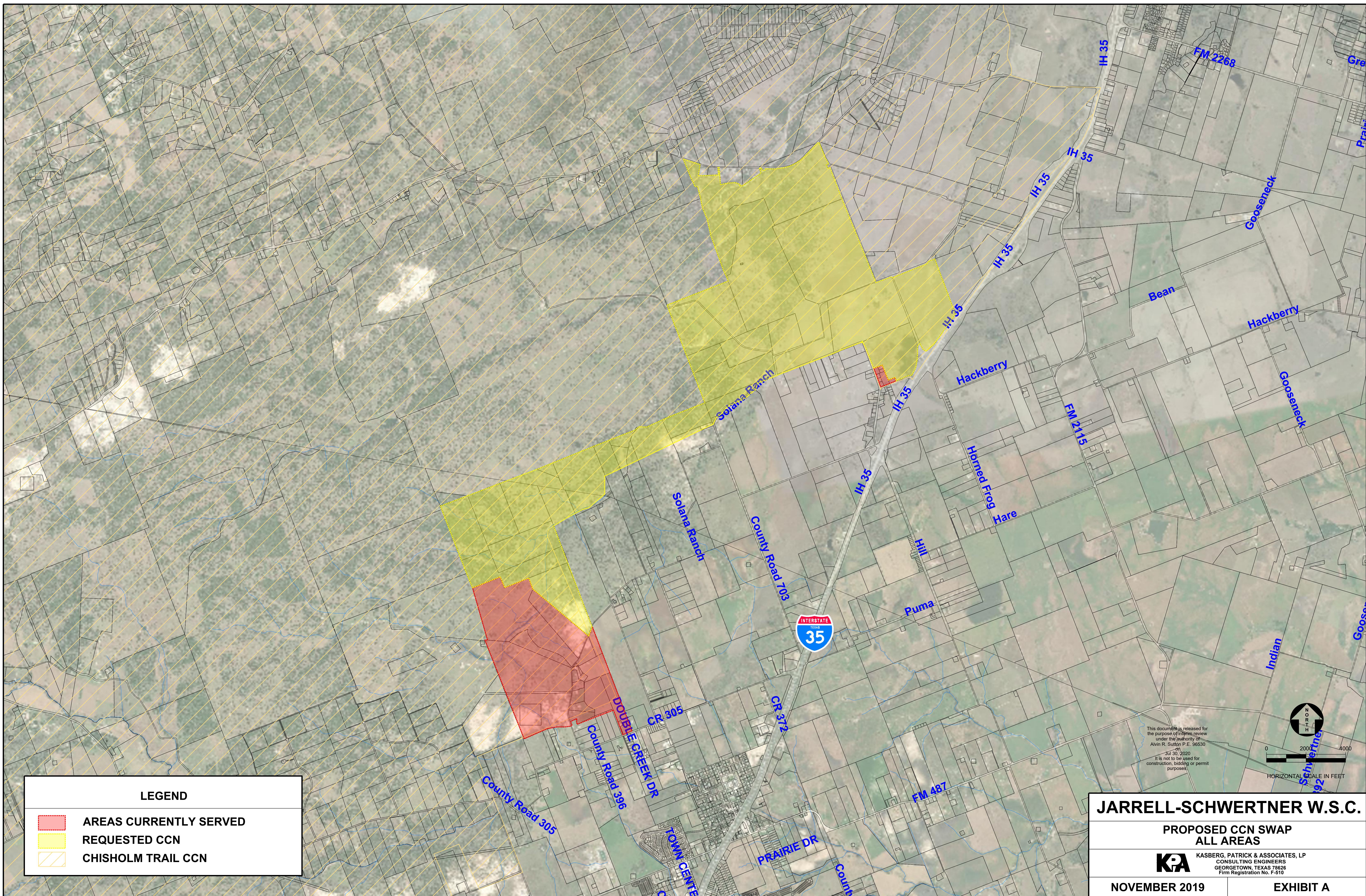
NewGen appreciates the opportunity to assist you in this matter. Should you have questions on review, please feel free to contact me at (512) 900-8232 or via e-mail at grabon@newgenstrategies.net.

Sincerely,

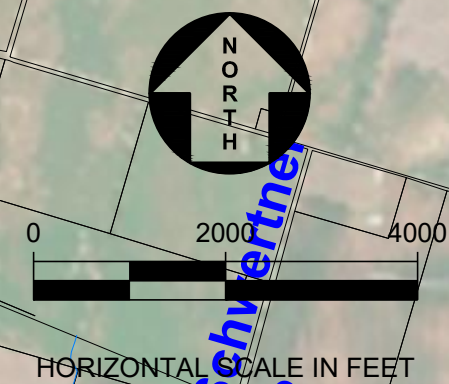
NewGen Strategies and Solutions, LLC



Grant Rabon, Executive Consultant



This document is released for
the purpose of interim review
under the authority of
Alvin R. Sutton P.E. 96530
on
Jul 30, 2020
It is not to be used for
construction, bidding or permit
purposes



JARRELL-SCHWERTNER W.S.C.

PROPOSED CCN SWAP ALL AREAS

KPA

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

NOVEMBER 2019

EXHIBIT A

**TEXAS WATER CODE SECTION 13.24 - RETAIL WATER CERTIFICATE
OF CONVENIENCE AND NECESSITY SERVICE AREA TRANSFER
AGREEMENT**

This TEXAS WATER CODE SECTION 13.248 - RETAIL WATER CERTIFICATE OF CONVENIENCE AND NECESSITY SERVICE AREA TRANSFER AGREEMENT (this "**Agreement**") is made to be effective on the latest date accompanying the signature lines below (the "**Effective Date**"), and is by and between CITY OF GEORGETOWN, TEXAS ("**Georgetown**"), a home rule municipality organized and existing under the laws of the State of Texas, and JARRELL-SCHWERTNER WATER SUPPLY CORPORATION ("**JSWSC**"), a nonprofit rural water supply corporation organized under Chapter 67 of the Texas Water Code for the purposes stated in Texas Water Code § 67.002 (individually a "**Party**," collectively, the "**Parties**"), in connection with the boundary lines of the Certificates of Convenience and Necessity ("**CCNs**") held by Georgetown and JSWSC for the provision of retail water services to users pursuant to the Texas Water Code.

RECITALS

WHEREAS, Georgetown is the holder of retail water Certificate of Convenience and Necessity Number 12369 ("**Georgetown CCN**"), authorizing Georgetown to provide retail water service to certain areas in Williamson, Burnet, and Bell Counties; and

WHEREAS, JSWSC is the holder of retail water CCN Number 10002 ("**JSWSC CCN**"), authorizing JSWSC to provide retail water service to certain areas in Williamson and Bell Counties; and

WHEREAS, the Georgetown CCN borders the JSWSC CCN along the northwest corner of JSWSC; and

WHEREAS, JSWSC desires to become the sole retail water service provider to customers within the approximately 4,288-acre area (approximately 6.7 square miles) shown on the maps attached as **Exhibit A** and incorporated herein by this reference (the "**Transfer Area**"), and has existing facilities near the Transfer Area; and

WHEREAS, as of the Effective Date, there are no retail water customers in the Transfer Area, nor does Georgetown have any facilities in or near the Transfer Area; and

WHEREAS, because there are no customers in the Transfer Area as of the Effective Date, there will be no rate change associated with this Agreement; and

WHEREAS, on November 2, 2020, Georgetown sent, and JSWSC hereby acknowledges receipt of, a copy of 16. Tex. Admin. Code § 24.239; and

WHEREAS, the Georgetown City Council and the JSWSC Board of Directors each considered and approved this Agreement at meetings conducted in compliance with the Texas Open Meetings Act; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Parties hereto agree as follows:

AGREEMENT

TRANSFER OF THE TRANSFER AREA

1.01 **Recitals.** The recitals herein set forth above are incorporated into the Agreement for all purposes and are found to be true and correct.

1.02 **Exclusive Agreement.** This Agreement is an exclusive, one-time Agreement between Georgetown and JSWSC and the intent of the Agreement is to commence the regulatory process to transfer a portion of the Georgetown CCN to the JSWSC CCN in order for JSWSC to provide retail water service to customers in the Transfer Area for the Consideration.

1.03 **Transfer of the Transfer Area.** In accordance with Section 13.248 of the Texas Water Code, but at all times subject to the terms and conditions of this Agreement and approval of the Public Utility Commission of Texas (the "**PUC**"), Georgetown hereby agrees to the reduction and modification of the boundaries of the Georgetown CCN to transfer or cancel the Transfer Area portion of the Georgetown CCN shown in **Exhibit A**. In accordance with Section 13.248 of the Texas Water Code, but at all times subject to the terms and conditions of this Agreement and the approval of the PUC, JSWSC hereby agrees to the expansion and modification of the boundaries of the JSWSC CCN to include the Transfer Area shown in **Exhibit A**. Other than the transfer of the Transfer Area from the Georgetown CCN to the JSWSC CCN, no other changes to the Georgetown CCN or the JSWSC CCN shall result from this Agreement.

1.04 **Sale, Transfer, Merger Application.** JSWSC and Georgetown agree to take all necessary steps to prepare, file, and advance an application at the PUC to sell, transfer and merge the Transfer Area from the Georgetown CCN to the JSWSC CCN (the "**Joint STM Application**") prepared in compliance with Texas Water Code §§ 13.242(a), 13.301 and 16 Tex. Admin Code §§ 24.225(a), 24.239 and any other applicable laws, rules or policies and obtain all other necessary regulatory approvals, if any. JSWSC shall take the lead on preparing, filing, and advancing the Joint STM Application. Georgetown will cooperate with JSWSC regarding the preparation and filing of the Joint STM Application, subject to JSWSC's obligation to reimburse Georgetown when and as required by **Section 1.05** of this Agreement. Within thirty (30) days after the Effective Date of this Agreement, JSWSC shall file the Joint STM Application with the PUC. If the Joint STM Application is contested, then: (a) if JSWSC and Georgetown mutually agree to pursue approval of the Joint STM Application by participating in the administrative hearing process, JSWSC shall take the lead in the litigation and Georgetown will cooperate with JSWSC in pursuing approval of the Joint STM Application with each Party bearing its own litigation costs, but neither Party is authorized to enter into any settlement agreement or agreed order, amend the Joint STM Application, or alter the Transfer Area without the written consent of the other Party; or (b) if one Party provides Notice to the other Party of its desire to withdraw the Joint STM Application (the "**Termination Notice**") rather than participate in the administrative hearing process, this Agreement will be deemed

terminated effective on the date that the Termination Notice was received, except that JSWSC's obligation to pay Georgetown as and when required by **Section 1.05** of this Agreement shall survive termination. If on its own motion or after a contested case hearing the PUC does not issue an order approving the Joint STM Application, JSWSC may, at its sole option, cost and expense, appeal the PUC determination or terminate this Agreement. Notwithstanding anything in this Section to the contrary, JSWSC's obligation to reimburse Georgetown for fees, costs and expenses associated with the Joint STM Application shall survive termination.

1.05 Consideration.

1.05.01 Reimbursement of Georgetown's Direct Costs. JSWSC agrees that Georgetown shall not be required to incur any costs associated with efforts to transfer the Transfer Area from the Georgetown CCN to the JSWSC CCN. As partial compensation for Georgetown's consent to transfer the Transfer Area from Georgetown's CCN to JSWSC's CCN, JSWSC agrees to reimburse Georgetown for all fees, costs and expenses incurred by Georgetown related to negotiating and drafting of this Agreement, the Joint STM Application, and any other related or required submittals and obtaining PUC approval of same including, without limitation, staff time for mapping and other technical services billed at the rate of \$34.00 per hour, reasonable attorney's fees, and any other reasonable professional, administrative, or technical fees, costs and expenses related to same ("**Georgetown's Direct Costs**"). On or before the close of business on the day that is 45 calendar days after receipt by JSWSC of a statement or invoice for Georgetown's Direct Costs (the "**Cost Reimbursement Due Date**") JSWSC shall pay Georgetown the amount invoiced in readily available funds received via bank wire. JSWSC shall contact Georgetown to obtain bank wiring instructions at least seven (7) business days before the Cost Reimbursement Due Date. Invoices or statements for Georgetown's Direct Costs will be sent by Georgetown to JSWSC on a monthly or other semi-regular basis as work progresses and continue until the transaction contemplated by this Agreement are completed.

1.05.02 Statutory Compensation Analysis. The Parties acknowledge receipt of a compensation analysis dated September 30, 2020 prepared by NewGen Strategies & Solutions, 275 W. Campbell Road, Suite 440, Richardson, TX 75080, relating to the value of the Transfer Area calculated using the factors set forth in Texas water Code Section 13.254(g) and finding that no additional consideration is due for the decertification of the Transfer Area other than payment by JSWSC of Georgetown's Direct Costs.

1.06 Future Water Transmission Line and Water Supply. Georgetown has notified JSWSC that it may construct one or more water transmission lines through the Transfer Area, and/or may seek to obtain a water supply from JSWSC and/or Bell County Water Control and Improvement District #1 on a long-term or emergency-interconnect basis, and JSWSC agrees to cooperate with and not to oppose those efforts directly or indirectly, provided that JSWSC shall not be obligated to pay Georgetown's fees or costs for same or allow uncompensated use of JSWSC's easements, and provided further that any easements, licenses, water supply contracts or other arrangement between JSWSC and

Georgetown must be memorialized in writing and approved by the governing bodies of both JSWSC and Georgetown. JSWSC's obligation under this **Section 1.06** shall survive the termination of this Agreement.

1.07 JSWSC's Obligation to Serve. Upon PUC approval of the transfer of the Transfer Area to the JSWSC CCN, JSWSC shall be responsible for providing retail water service to the Transfer Area under such terms and condition as are allowed under the JSWSC CCN and any applicable governmental statutes and regulations.

1.08 No Georgetown Obligation to Serve. Upon PUC approval of the revisions to its CCN boundary removing the Transfer Area from the Georgetown CCN, Georgetown shall have no obligation to provide retail water service to the Transfer Area.

NOTICES

2.01 Notice. The Parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("**Notice**") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party by: (i) delivering the same in person, (ii) depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, (iii) depositing the same with FedEx or another nationally recognized courier service guaranteeing "next day delivery," addressed to the Party to be notified, or (iv) if an email address is provided in this Section, sending the same by electronic mail with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after the date reflected on the return receipt. Notice given in any other manner shall be effective only if and when received by the Party to be notified as reflected by a written receipt or confirmation. For the purposes of notice, the addresses of the Parties, until changed as provided in **Section 2.20** of this Agreement, shall be as follows: .

Georgetown:

City of Georgetown
808 Martin Luther King, Jr. St.
Georgetown, Texas 78626
Attention: City Manager

With required copy to:

City of Georgetown
809 Martin Luther King, Jr. St.
Georgetown, Texas 78626
Attention: City Attorney

Jarrell-Schwertner Water Supply Corporation:

Jarrell-Schwertner Water Supply Corporation
P.O. Box 40
2393 CR 311
Jarrell, Texas 76537

Attention: General Manager
gm@jswatersupply.com

With required copy to:

Patricia Ferguson
Patricia Ferguson & Associates, LLC
815 West 5th Street
Clifton, Texas 76634
pferguson@bosquelaw.com

2.02 Change of Address for Notice. A Party may change its address for Notice by giving Notice of such change to the other Party in the same manner as described in **Section 2.01** of this Agreement.

MISCELLANEOUS

3.01 Governing Law. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Texas. All acts required or permitted to be performed hereunder are performable in Williamson County, Texas, and it is agreed that any civil action brought to enforce or construe the terms or provisions hereof or to enjoin or require the performance of any act in connection herewith, shall be brought in a court of competent jurisdiction sitting in Williamson County, Texas. It is agreed that any administrative law action brought to enforce or construe the terms or provisions hereof or to enjoin or require the performance of any act in connection herewith, shall be brought at the PUC or its successor agency.

3.02 Severability. In the event 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.

3.03 Unintended Omission. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision in this Agreement is omitted, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

3.04 Limitation of Liability. In no event shall either Party or any of its respective officers, directors, members, partners, shareholders, employees, agents or affiliates be liable for any special, indirect, non-compensatory, consequential, incidental, punitive or exemplary damages of any type, including lost profits, loss of business opportunity or business interruptions irrespective of whether such damages are reasonably foreseeable or whether such claims arise in contract, tort (including negligence, whether sole, joint, or concurrent or strict liability) or otherwise, arising out of this Agreement.

3.05 Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, the Parties shall comply with all applicable statutes or regulations of the PUC, the United States, and the State of Texas, and any rules implementing such statutes or regulations.

3.06 Amendment. This Agreement shall not be amended except by written instrument signed by all Parties to this Agreement.

3.07 Time. Time is of the essence in all things pertaining to the performance of this Agreement.

3.08 Authority for Execution. Georgetown hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the laws, regulations, and ordinances applicable to the city. JSWSC hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the laws, regulations and orders applicable to JSWSC. Information pertaining to public notice per 16 Tex. Admin. Code Section 24.253(c)(2) and (3) is attached hereto under **Exhibit B**, incorporated herein by this reference, consisting of a copy of the meeting agenda and minutes for the meeting during which this Agreement was discussed and affidavits attesting to the date of those meetings.

3.09 Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, JSWSC represents and certifies that, at the time of execution of this Agreement neither JSWSC, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. Pursuant to Chapter 2252, Texas Government Code, Georgetown represents and certifies that, at the time of execution of this Agreement neither Georgetown, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

3.10 Prohibition Against Boycotting Israel. As required by Chapter 2270, Texas Government Code, JSWSC hereby verifies that JSWSC does not boycott Israel and will not boycott Israel through the term of this Agreement, and Georgetown hereby verifies that Georgetown does not boycott Israel and will not boycott Israel through the terms of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

3.11 Entire Agreement. This Agreement and the attached Exhibits, which are incorporated into this Agreement by reference, reflects the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the Parties in the connection herewith.

3.12 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and which may be transmitted electronically, and all of which together shall be construed as one and the same instrument.

3.13 Assignment. This Agreement may not be assigned by any Party, except by the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties approved and executed this Agreement to be effective on the Effective Date.

JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, a Texas non-profit water supply corporation

Attest:

Secretary, Board of Directors

By: _____
Mark Harbin,
President, Board of Directors

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____, 2020, by Mark Harbin, President of the Board of Directors of Jarrell-Schwertner Water Supply Corporation, a Texas non-profit corporation, on behalf of said corporation.

(seal)

Notary Public State of Texas

CITY OF GEORGETOWN, TEXAS
a Texas Home Rule Municipal Corporation

Attest:

Robyn Densmore
Title: City Secretary

By: _____
Printed Name: _____
Title: Mayor

Approved as to form:

Skye Masson, City Attorney

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____, 2020, by _____, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(seal)

Notary Public State of Texas

**EXHIBIT A
TRANSFER AREA MAPS**

(NOTE: May be updated to meet PUC mapping requirements)

EXHIBIT B
PROOF OF NOTICE OF TWC SECTION 13.248 AGREEMENT

Index:

1. Affidavit, and Certified Agenda and Minutes of City Council Meeting, City of Georgetown
2. Affidavit, and Certified Agenda and Minutes of Board of Directors of Jarrell-Schwertner WSC

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

On this day, Glenn W. Dishong appeared before me, the undersigned notary public, and after I administered an oath to him, upon his oath, he said:

I. "My name is Glenn Dishong. I am the Director of Water Utilities for the City of Georgetown, Texas. I am more than 21 years of age and capable of making this affidavit ("Affidavit"). I have personal knowledge of the facts stated herein, which are true and correct.

2. I am employed as the Director of Water Utilities for the City of Georgetown and coordinate on water utility issues directly with my colleagues at the City of Georgetown who prepare and post notices of City Council Agendas at least 72 hours prior to City Council meetings in accordance with the Texas Open Meetings Act.

3. I have prepared this affidavit to address Public Utility Commission Rule 24.253(c)(3) in support of the City of Georgetown's joint petition with JSWSC Water Supply Corporation filed under Section 13.248 of the Texas Water Code requesting approval of the Parties' Texas Water Code Section 13.248 Retail Water Certificate of Convenience and Necessity Service Area Transfer Agreement (CCN Transfer Agreement), which is effective

4. I am aware of Public Utility Commission Rule 24.253(c)(3) which requires that '[i]f notice was provided in accordance with paragraph (1) or (2) of this subsection, both parties to the contract under this section shall ensure that the following are filed with the commission: an affidavit attesting to the date that notice was provided and copies of the notice that was sent.' Both Parties are complying with paragraph (2) of Rule 24.253(c) by submitting with our petition their respective meeting agendas and meeting minutes, which reflect our respective notices to the public and action taken regarding our above-referenced CCN Transfer Agreement.

5. By this affidavit, I am attesting to the date that the City of Georgetown notice was provided and am attaching a copy of that notice-specifically, the City of Georgetown City Council's publicly noticed agenda for its meeting held on _____, 2020, beginning at 6:00 PM as well as the minutes of that meeting showing the action taken to Approve the CCN Transfer Agreement. I am personally aware that this notice was timely posted at least 72 hours in advance of the meeting.

6. This affidavit is also filed in accordance with Texas Rules of Evidence 803(6) and 902(10) to ensure this attached notice/agenda and minutes are helpful to the Administrative Law Judge and admissible. These attachments are an exact duplicate of

the original records, and are true and correct copies of the notice/agenda and minutes. It is the regular practice of the City of Georgetown to make and/or maintain these types of records, or to incorporate into City of Georgetown's records, at or near the time of each act, event, condition, or opinion set forth in the records, or reasonably sooner thereafter. It is the regular practice of the City of Georgetown for these types of records to be made by, or from information transmitted by, persons with knowledge of the matter set forth in them, or to incorporate those documents into the City of Georgetown's records. It is the regular practice of the City of Georgetown to make, keep or incorporate these types of records in the course of regularly conducted business activity.

7. There are no retail water customers within the CCN Transfer Area."

By: _____
Glenn Dishong, Director of Water Utilities, City
of Georgetown, Texas

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was sworn to and acknowledged before me on
_____, 2020 by Glenn Dishong, Director of Water
Utilities, City of Georgetown, Texas.

(seal)

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

I, Robyn Densmore, City Secretary for the City of Georgetown, Texas, am the legal custodian of the City's files and records. I hereby certify that the attached are true, accurate and complete copies of the City of Georgetown, Texas' instruments and records as those instruments and records are filed in the official records of the City of Georgetown, Texas, specifically consisting of the certified agenda for the City of Georgetown, Texas City Council meeting held on _____, 2020 beginning at 6:00 P.M. and the signed and approved minutes of that meeting.

By: _____
Robyn Densmore, City Secretary, City of
Georgetown, Texas

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was sworn to and acknowledged before me on _____, 2020 by Robyn Densmore, City Secretary, City of Georgetown, Texas.

(seal)

Notary Public, State of Texas

[INSERT GEORGETOWN CITY COUNCIL MINUTES]

thereafter. It is the regular practice of Jarrell-Schwertner WSC for these types of records to be made by, or from information transmitted by, persons with knowledge of the matter set forth in them, or to incorporate those documents into Jarrell-Schwertner WSC's records. It is the regular practice of Jarrell-Schwertner WSC to make, keep or incorporate these types of records in the course of regularly conducted business activity.

7. There are no retail water customers located in the CCN Transfer Area."

FURTHER AFFIANT SAYETH NOT.

By: _____
Joe Simmons, General Manager, Jarrell-Schwertner Water Supply Corporation

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on
_____, 2020 by Joe Simmons, General Manager of the
Jarrell-Schwertner Water Supply Corporation.

(seal)

Notary Public, State of Texas

[INSERT JARRELL-SCHWERTNER WSC BOARD MINUTES]

Water CCN Transfer

Council Meeting November 24, 2020

Prior Council Feedback Provided

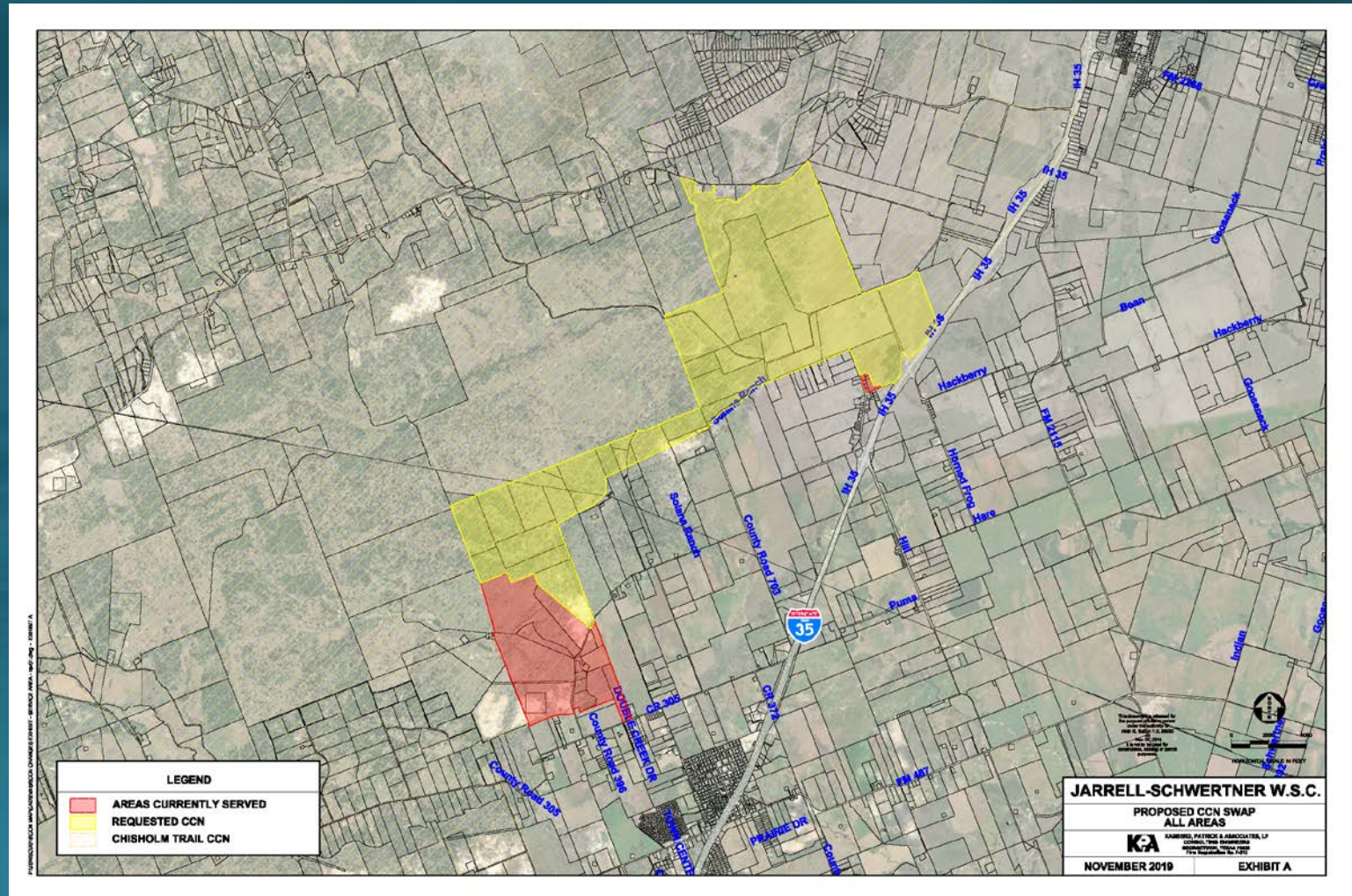
- At June 9th Council Meeting, staff was directed to move forward with the potential CCN transfer responsive to the following requests
 - Liberty Hill
 - Kempner WSC
 - Jarrell-Schwertner WSC

Considerations

- Pro
 - Water Service to residents in the area at lower cost due to JSWSC infrastructure presence
 - City Water Resources spread over slightly smaller CCN
 - Development of Relationship with JSWSC
- Cons
 - Small transfer

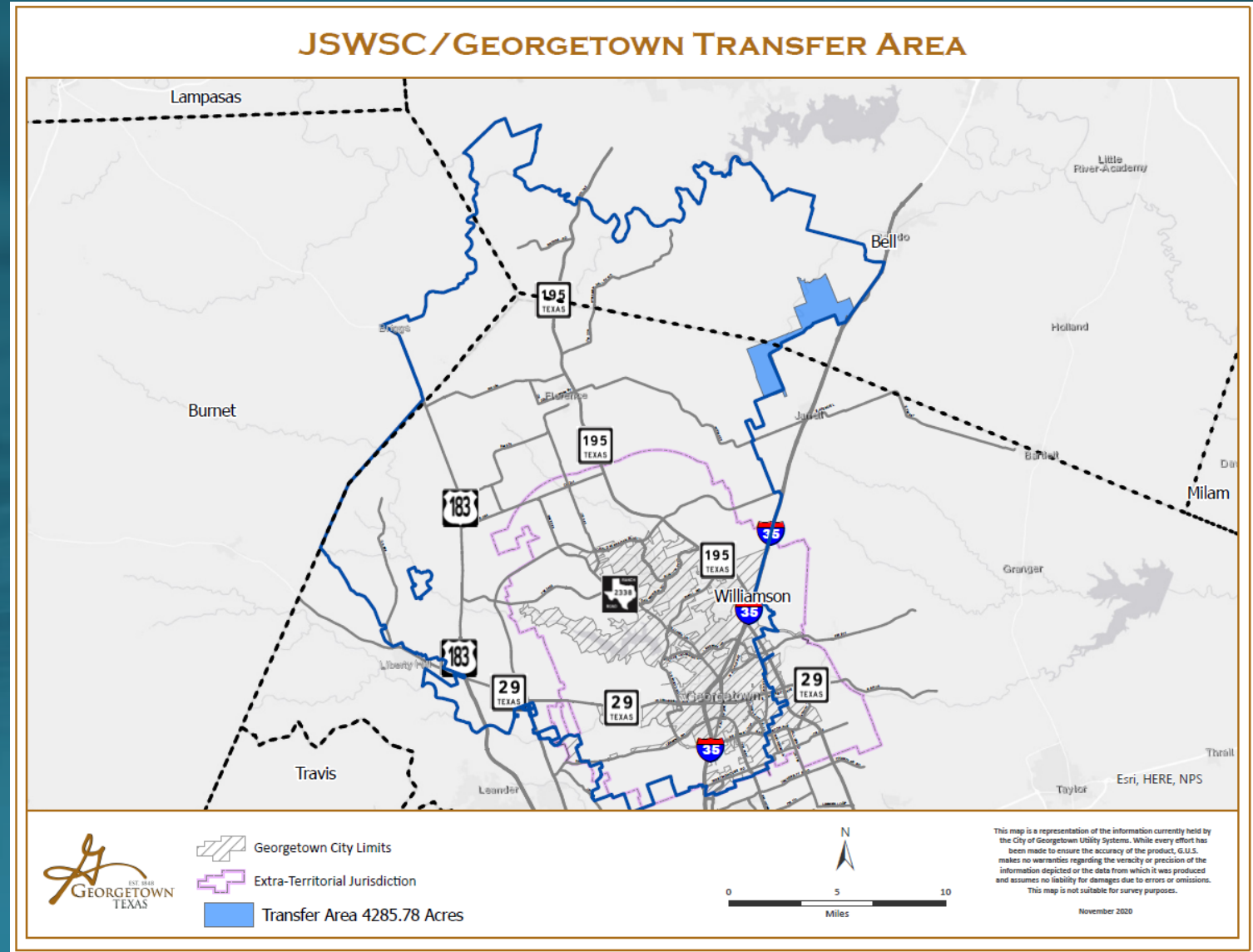
Deal Points

- Service Area
 - 6.7 Sq Miles
 - No Infrastructure
 - No Customers
- Independent Review of Value
 - Required by Statute
 - Done by NewGen Strategies
 - Determined Value - \$0
- Jarrell-Schwertner WSC to lead regulatory filing
- Payment to City
 - Legal Costs – Approx \$7500
 - Mapping Costs - \$34/hr
- JSWSC can cancel if opposed in regulatory process



Deal Points

- Service Area
 - 6.7 Sq Miles
 - No Infrastructure
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- Jarrell-Schwertner WSC to lead regulatory filing
- Payment to City
 - Legal Costs – Approx \$7500
 - Mapping Costs - \$34/hr
- JSWSC can cancel if opposed in regulatory process



Questions/Next Steps

- 1) Water Board Action - Recommended approval of the Contract between Jarrell-Schwertner WSC and Georgetown
- 2) City Council Action - Approval of Contract between Jarrell-Schwertner WSC and Georgetown
- 3) Jarrell-Schwertner WSC to submit required Regulatory Application

Action Item

Consideration and possible recommendation regarding the “Texas Water Code Section 13.248 Retail Water Certificate of Convenience and Necessity Service Area Transfer Agreement,” between the City of Georgetown and Jarrell-Schwertner Water Supply Corporation (“JSWSC”) relating to the transfer of approximately 4,288 acres (approximately 6.7 square miles) located in Bell and Williamson Counties from Georgetown’s Water Certificate of Convenience and Necessity (“CCN”) to JSWSC’s Water CCN.

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

SUBJECT:

Forwarded from Georgetown Transportation Advisory Board (GTAB):

Consideration and possible action on **Task Order KHA-21-001** with **Kimley-Horn and Associates** of Austin, Texas in the amount of **\$1,583,144.00** for **professional engineering services** related to the **expansion of DB Wood Road** (SH29 to Oak Ridge) -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:

The 2015 Voter Approved Road Bond Election included funds for the widening of DB Wood Road from SH29 to Oak Ridge Rd from its existing 2-lane configuration to a 5-lane roadway (inclusive of a continuous center turn lane and sidewalks).

This task order is for the engineering design services necessary to complete that roadway widening. Included in the task order scope are all necessary survey, geotechnical, environmental, and archeological analysis. Also included in this scope is the design effort necessary for a new, widened bridge over the Middle Fork of the San Gabriel River.

Kimley-Horn and Associates has significant experience in roadway and bridge design and has proven to be highly qualified and capable of completing this work. Staff recommends award of this task order.

Design is expected to take a little more than one year to complete. While additional right-of-way is not expected to be needed for this project, some easements may be necessary for utilities, grading, and other ancillary items. Staff expects to be able to bid the project and begin construction in 2022. Funds for construction are expected to be requested as part of next year's annual budget (FY22).

BOARD RECOMMENDATION:

This item was approved for recommendation to Council, 6 - 1, by the GTAB Board at their meeting held on October 13, 2020.

FINANCIAL IMPACT:

Funds for design are included in the current (FY21) Transportation Capital Improvement Plan Budget and part of the 2015 Voter Approved Road Bond Program.

SUBMITTED BY:

Wesley Wright

ATTACHMENTS:

DB Wood Road (29-Oak Ridge) Task Order

TASK ORDER

Task Order No. KHA-21-001-TO,
consisting of _____ pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and Kimley-Horn and Associates, Inc. ("Engineer") for Professional Services – Task Order Edition, dated November 21, 2016 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Title: DB Wood Road Improvements [29 – Oak Ridge]
- B. Description: Develop Plans, Specifications, & Estimate for roadway widening, pedestrian and bicycle improvements, flush median, intersection improvements, storm sewer design, bridge widening or replacement, culvert widening, retaining walls, signal improvements, utility coordination, bidding, and construction phase services.
- 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: 2017-743-MSA

2. Services of Engineer

See Exhibit B – Scope of Services

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in the Agreement subject to the following: See Exhibit C – Services to be Provided by the City.

4. Times for Rendering Services

See Exhibit E – Project Schedule

TASK ORDER

5. **Payments to Engineer**

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

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum or Not to Exceed Amount of Compensation for Services</i>
<i>Services (Preliminary Design, Final Design, Bidding or Negotiating, Construction Phase)</i>	<i>Lump Sum</i>	<i>\$1,583,144</i>

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

6. **Consultants:** Kimley-Horn and Associates, Inc.

7. **Other Modifications to Agreement:**

8. **Attachments:**

Exhibit A – Location Map

Exhibit B – Scope of Services

Exhibit C – Services to be Provided by the City

Exhibit D – Fee Schedule

Exhibit E – Project Schedule

9. **Documents Incorporated By Reference:** The Agreement effective November 21, 2016.

TASK ORDER

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

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

OWNER:

By: _____

Name: Dale Ross

Title: Mayor, City of Georgetown

Date: _____

ENGINEER:

By: 

Name: Trey Neal

Title: Assistant Secretary

Engineer License or Firm's

Certificate No. F-928

State of: Texas

Date: 11/05/2020

APPROVED AS TO FORM:

City Attorney

TASK ORDER

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Joel Weaver
Title: Project Manager
Address: 300-1 Industrial Ave.
Georgetown, TX 78626
E-Mail Joel.Weaver@georgetown.org
Address: _____
Phone: 512-930-7698
Fax: 512-930-3559

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Austin Helton, P.E.
Title: Associate
Address: 10814 Jollyville Rd.
Campus IV, Suite 200
Austin, TX 78759
E-Mail austin.helton@kimley-horn.com
Address: _____
Phone: 512-418-4538
Fax: 512-418-1791

Exhibit A – Location Map
DB Wood Road Improvements from SH 29 to Oak Ridge Road

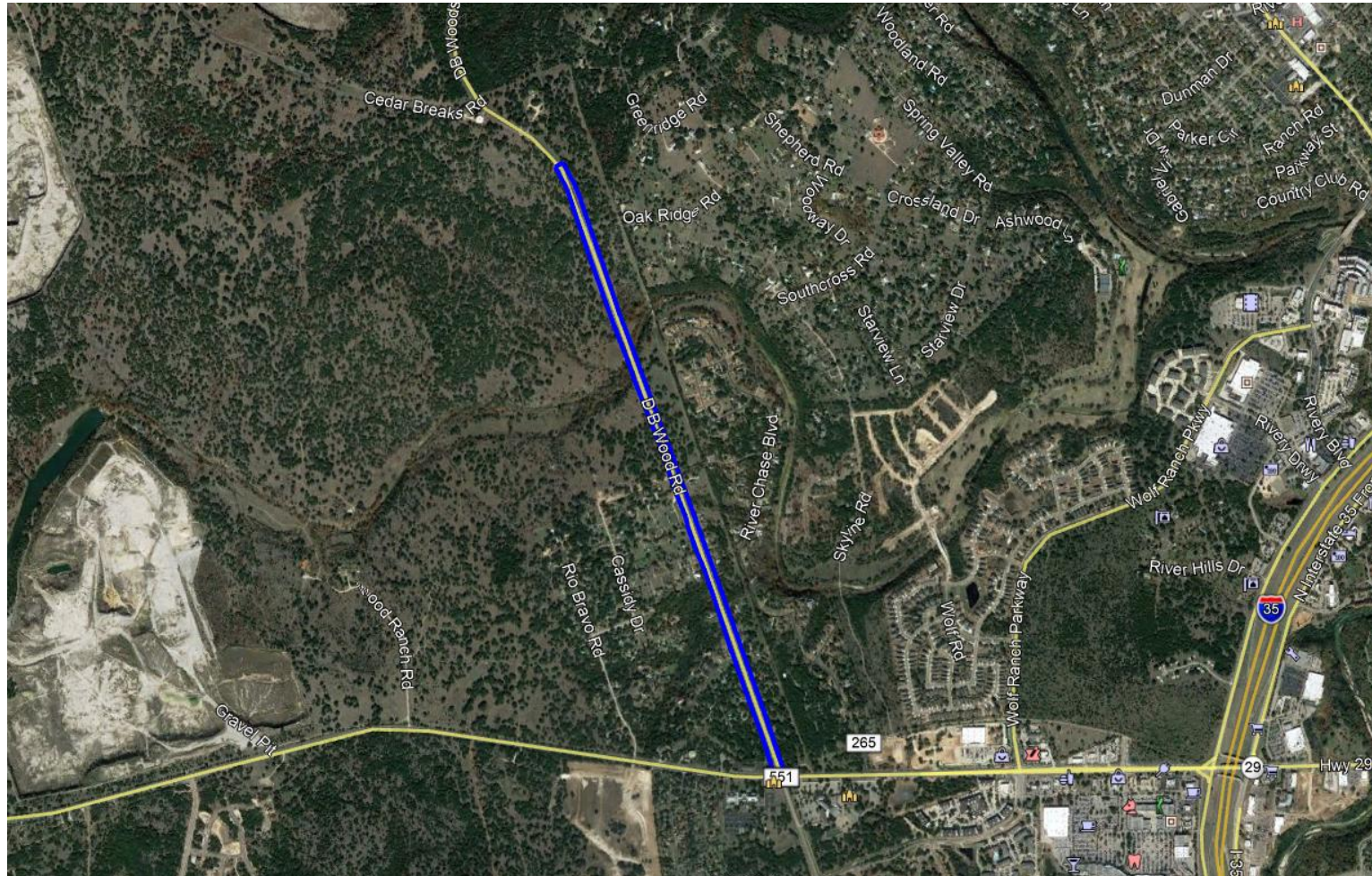


EXHIBIT B
Scope of Services
DB Wood Road Improvements from SH 29 to Oak Ridge Road

SCOPE OF WORK OVERVIEW

The services on this project will include developing plans, specifications, & estimates (PS&E) for the proposed improvements to DB Wood Road from Highway 29 to Oak Ridge Road. The project will consist of the design of approximately 1.5 miles of DB Wood Road widening, pedestrian and bicycle improvements, flush median, intersection improvements, storm sewer design, bridge widening or replacement, culvert widening, signal improvements, topographic survey, utility conflict coordination, bidding, and construction phase services.

TASK 1 PROJECT ADMINISTRATION

Kimley-Horn and Associates, Inc. (K-H) will perform typical project management duties to meet the schedule discussed in subsequent sections. Project management duties will include coordination and communication with sub consultants, TxDOT and the City, monthly status updates and accounting activities related to the project.

K-H will prepare for and attend project meetings with the City as required. For the purpose of this proposal, it is assumed that up to eighteen (18) such meetings will be held: 1) Kickoff meeting 2) 30% Schematic Design Review meeting; 3) 90% Design Review meeting; 4) Monthly Progress Meetings; 5) 3 Additional Review meetings with subject matter experts. Meeting minutes and or comment responses for comments received will be prepared after each meeting.

TASK 2 DATA COLLECTION

- Conduct field observation to identify and evaluate constraints during preliminary design process
- Collect and review available information including existing reports, record drawings, as-built plans and other pertinent information required for the proposed improvements

TASK 3 SURVEY AND RIGHT-OF-WAY DATA

The Surveyor shall conduct the topographic mapping within the right-of-way of DB Woods from SH 29 to 800 feet north of Oak Ridge Road along with 200 feet along side roads and 400 feet along the legs of SH 29 for a total of 11,000 LF. This task will include:

- Utilize survey datum control as established previously for local, State, City, and County projects in the immediate vicinity of these locations. The values will be

reconciled to NAD 83 Texas State Plan Coordinates, Central Zone 4203, US Survey feet. Vertical datum will be GPS Orthometric heights from VRS observations using the Leica SmartNet system.

- Right of Entry will be secured by the City of Georgetown and forwarded to the Engineer.
- Establish and densify secondary control as needed for topographic and boundary data gathering procedures.
- Perform differential level loops for installation of a benchmark system at strategic locations at approximate 800-foot intervals within the project limits.
- Collect spot elevations along the project route including edges of back of curbs, driveways, visible utilities, drainage structures, bridge elements, centerline of roads, significant trees (12" and up), any other hard surfaced improvements within the defined area, grade breaks, flowlines and cross sections of watercourses, and other significant features relevant to the project (MH inverts, if any). The collected data will include spot elevations and breaklines sufficient to generate and/or merge to a 1-foot contour interval DTM for the project.
- Locate and process up to nineteen (19) geotechnical boreholes within the project limits at each location.
- Tie the utility markings made by owners (if any) and/or Rios Group designators. This includes locating and processing up to 20 Level A potholes along the project route.
- Obtain 3 upstream and 3 downstream channel cross sections of the Middle Fork San Gabriel River from the DB Wood Bridge crossing. This should include bottom of channel, ordinary water mark if visible, bank breaks, and top of bank. These cross sections should be spaced at approximately 150'
- Obtain 1 directly upstream and 1 directly downstream channel cross sections of the Middle Fork San Gabriel River for the low water crossing located approximately 600' downstream from the DB Wood crossing. 1 crossing along the middle of the structure and 1 cross section 150' downstream of this structure. This should include bottom of channel, ordinary water mark if visible, bank breaks, and top of bank.
- Perform sufficient deed research and field surveying to determine the existing ROW condition and adjoining property configurations at the ROW. This task does not include acquisition grade surveying of the complete property for this proposal.
- Prepare easement documents for up to 20 parcels. Assumed cost for each document is \$4,500.

The following deliverables will be provided as part of this task:

- Digital Terrain Models (DTM) and the Triangular Irregular Network (TIN) files.
- Computer printouts or other tabulations summarizing the results of field surveys.
- Digital files or media containing field survey data (ASCII Data files).
- Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.
- Field survey notes, as electronic and hard copies.
- ASCII files of the control points at both grid and surface.
- Any pictures taken during the topographic mapping.

TASK 4 SUBSURFACE UTILITY ENGINEERING/UTILITY COORD

The Rios Group, Inc will perform the subsurface utility engineering for the project. This task will include:

- Identify and coordinate the Project with the affected utility owners.
- Prepare Quality Level B Subsurface Utility Engineering (SUE) within the right-of-way from 140 feet south of DB Wood Road and SH 29 to 1000 feet north of Oak Ridge Road as well as 100 feet along the right-of-way of each intersecting street within the project limits.
- Prepare up to twenty (20) Quality Level A SUE test holes at locations selected by the Engineer after review of the Quality Level B SUE data.
- Attempt to designate the following utilities: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duck banks, fiber optic, cable television, telephone, and electric. Wastewater and storm drain facilities will be inverted at manholes and will be depicted as Quality Level C information.
- Perform an inventory of overhead utilities within the project limits. Irrigation lines and utility service lines are excluded from this scope of work.
- Utility Quality Levels are defined in cumulative order (least to greatest) as follows:
 - Quality Level D and C – SUE provider to perform due-diligence with regards to records research and the acquisition of available utility records. The due diligence provided will consist of contacting the applicable One Call agency and associated utility owners/municipalities, visually inspecting the work area for evidence of utilities, and reviewing available utility record information. Additional utilities not identified through these efforts will be referred to as Unknown utilities.
 - Quality Level B – Following a review of the project scope and available utility records with the project manager, field personnel will begin designating the approximate horizontal position of known subsurface utilities within the project area. A suite of geophysical equipment that includes magnetic and electromagnetic induction will be used to designate conductive utilities. Where access is available, a sonde will be inserted into non-conductive utilities to provide a medium for transmission which can then be designated using geophysical equipment. Non-conductive utilities can also be designated using other proven methods, such as rodding and probing. The Engineer will make a reasonable attempt to designate Unknown utilities identified during field work; however, no guarantee is made that all Unknown utilities will be designated. Utilities will be marked and labeled to distinguish type and ownership. Field data depicting the designated utilities, as well as relevant surface features, will be produced to ensure accuracy and completeness of subsequent survey data. The project manager will review the collected survey data, field data, and utility records for accuracy and completeness.
 - Quality Level A – Utilize non-destructive vacuum excavation equipment to excavate test holes at the requested locations. To layout the test holes, the Engineer will follow the QL “B” – Designating procedures described above. Once each utility is located, the Engineer will record the size, type, material, and depth. Test holes will be uniquely marked. Excavations will be backfilled by mechanical means with the appropriate material, and the original surface will be restored. If

necessary, the Engineer can core pavement up to a depth of 12 inches. Asphalt surfaces will be repaired with an asphalt cold patch, and concrete cores will be epoxied in place, flush with the surrounding surface. The engineer assumes that flowable fill will not be required when backfilling test holes and that full-section pavement repair (including sidewalks) will not be required to restore the original pavement surface. If requested, these services can be provided at an additional cost.

The Engineer will establish any necessary routine traffic control measures at no additional cost. However, if non-routine traffic control measures (lane closures, traffic detours, flag persons, etc.) are required, this service will be invoiced as a direct expense. Due to the high risk of damage, the Engineer will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance. Additionally, excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal.

The Engineer has made the following assumptions with regard to the test holes on this project:

- Test holes will be accessible to truck-mounted vacuum excavation equipment
- Right-of-way permits from the City of Georgetown and/or Texas Department of Transportation will be required for up to five (5) test holes. The Engineer will obtain all required City/TxDOT permits and ensure that coordination and compliance with the appropriate agency is provided.
- Designated traffic control plans will not be required.
- Non-routine traffic control measures will be required for up to five (5) test holes. The Engineer will acquire the services of a qualified Maintenance-Of-Traffic (MOT) Subcontractor and ensure that adequate traffic control is provided.
- The coring of pavement will be required for up to five (5) test holes.
- Attend up to two (2) coordination meetings, including an initial utility coordination meeting with all utility owners within corridor to notify owners of project and begin coordination of potential conflicts and resolutions.
- Determine which utilities will conflict with proposed construction and make the utility company aware of these conflicts. Develop and maintain a utility impact spreadsheet.
- Right of Entry will be secured by the City of Georgetown.

The following deliverables will be provided as part of this task:

- Utility file in CAD format depicting all designated and located utilities.
- Summary sheet of all test hole coordinate data and depth information.
- 8.5" x 11" Test Hole Data Forms for all test hole locations completed. These plans will be signed and sealed by a Professional Engineer in electronic PDF form.
- 11" x 17" SUE Plan Sheets depicting all designated and located utilities. These plans will be signed and sealed by a Professional Engineer in PDF form.
- Master Utility Contact List
- Utility Conflict Impact Spreadsheet

TASK 5 ENVIRONMENTAL DOCUMENTATION

Terracon will perform the Environmental Assessments for the project. This task will include:

PHASE I ENVIRONMENTAL SITE ASSESSMENT

A Phase I Environmental Site Assessment (ESA) will be performed consistent with the procedures included in ASTM E1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process*. The purpose of this ESA is to assist the City in developing information to identify recognized environmental conditions (RECs) in connection with the site. RECs are defined by ASTM E1527-13 as “the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment, 2) under conditions indicative of a release to the environment, or 3) under conditions that pose a material threat of a future release to the environment. *De minimis* conditions are not recognized environmental conditions.”

a) Historical Use Information

A review of selected historical sources, where reasonably ascertainable and readily available, will be conducted in an attempt to document obvious past land use of the site and adjoining properties back to 1940 or when the site was initially developed, whichever is earlier. The following selected references, depending on applicability and likely usefulness, will be reviewed for the site:

- Historical topographic maps
- Aerial photographs (approximate 10 to 15-year intervals)
- City directories (approximate 5-year intervals)
- Fire (Sanborn) insurance maps
- Property tax file information
- Building department records
- Zoning records
- Prior environmental reports, permits and registrations; or geotechnical report, if provided by the City.
- Site title search information, if provided by City
- Environmental liens, if provided by City

The City and the current owner or their representative will be interviewed to provide information regarding past uses of the site and information pertaining to the use of hazardous substances and petroleum products on the site.

b) Regulatory Records Review

Consistent with ASTM E1527-13, federal, state, and tribal databases, where applicable and within ASTM-defined minimum search distances from the nearest property boundary, will be reviewed for indications of RECs. A database firm will be subcontracted to access governmental records used in this portion of the assessment. Additional federal, state, and

local databases may be reviewed if provided by the database firm. Determining the location of unmapped facilities is beyond the scope of this assessment.

In addition to the database review and if customary practice for the site location, an attempt will be made to review reasonably ascertainable and useful local lists or records such as Brownfield sites, landfill/solid waste disposal sites, registered storage tanks, land records, emergency release reports, and contaminated public wells. A reasonable attempt will also be made by the consultant to interview at least one staff member of any one of the following types of local government agencies: fire department, health agency, planning department, building department, or environmental department. The scope of work includes a cursory **regulatory agency file and/or records review, including City-provided reports and files**. Review of regulatory files and/or records, when authorized, will be for the purpose of identifying RECs.

c) Site and Adjoining/Surrounding Property Reconnaissance

A site reconnaissance will be conducted to identify RECs. The reconnaissance will consist of visual observations of the site from the site boundaries and selected interior portions of the site. The site reconnaissance will include, where applicable, an interview with site personnel who the City has identified as having knowledge of the uses and physical characteristics of the site. Pertinent observations from the site reconnaissance will be documented including:

- Site description
- General site operations
- Aboveground chemical or waste storage
- Visible underground chemical or waste storage, drainage, or collection systems
- Electrical transformers
- Obvious releases of hazardous substances or petroleum products

The adjoining property reconnaissance will consist of visual observations of the adjoining/surrounding properties from the site boundaries and accessible public rights-of-way.

d) ESA Report Preparation

A report will be prepared summarizing the results of the Phase I ESA. The final report will be signed by an environmental professional responsible for the Phase I ESA, and the report will contain an environmental professional statement as required by 40 CFR 312.21(d). Recommendations will be developed as part of the Phase I ESA scope of services.

GEOLOGIC ASSESSMENT

A Geologic Assessment (GA) is required by the Texas Commission on Environmental Quality for all site development activities over the Recharge Zone of the Edwards Aquifer. A GA is also required for any installation of aboveground or underground storage tank facilities within the Recharge Zone or the Transition Zone of the Edwards Aquifer. The purpose of

the GA is to identify and characterize any significant geologic or manmade features, as defined in 30 TAC §213, present within the study area.

a) Field Assessment

A field assessment will be performed by environmental personnel to identify geologic or manmade features. These features include:

- closed depressions
- sinkholes and caves
- faults and fractures
- wells
- borings
- excavations

Particular attention will be paid to any sensitive features, which are defined as features where rapid infiltration from the surface to the Edwards Aquifer can occur. Features observed will be numbered, described and measured, plotted on a site map, and tabulated. The consultant will also evaluate the site for the potential presence of springs or streams in accordance with the City of Georgetown Ordinance 2013-59.

b) GA Report Preparation

The GA report will include the completed Geologic Assessment Table; the completed Geologic Assessment Form; a brief narrative description of any identified features and site-specific geology; and a site geologic map identifying the location of all identified features. The site geologic map will be at the same scale as the base map included in the Water Pollution Abatement Plan (WPAP), being prepared by the Engineer.

ARCHEOLOGICAL SURVEY

In Texas, cultural resources are protected under the federal National Historic Preservation Act (NHPA) of 1966, as amended and the state Antiquities Code of Texas (ACT). The Texas Historical Commission (THC) is responsible for enforcing cultural resource compliance in Texas. Under the Antiquities Code of Texas, projects that are undertaken by a "political subdivision" require THC coordination if the project affects a cumulative area larger than five acres or disturbs a cumulative area of more than 5,000 cubic yards, whichever measure is triggered first, or if the project is inside a designated historic district or recorded archeological site. A "political subdivision" is defined as a local governmental entity created and operating under the laws of this state, including a city, county, school district, or special district created under Article III, Section 52(b)(1) or (2), or Article XVI, Section 59, of the Texas Constitution. The professional archeologist conducting the survey is required to receive a permit before any archeological investigations may proceed.

Because this project may require a U.S. Army Corps of Engineers (USACE) permit, this federal action is subject to compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA) (54 U.S.C. § 300101 et seq.). Therefore, the archeological survey will be performed to comply with both Section 106 as well as ACT.

a) Antiquities Code of Texas Permit Application and Research Design

Because the undertaking falls under the ACT, qualified cultural resources personnel will prepare a permit application and associated research design. The project sponsor (City of Georgetown) will need to review and sign the permit. Once signatures have been collected, the application and research design will be submitted to THC for approval. Upon approval, a permit number will be issued and the archeological survey can commence.

b) Intensive Pedestrian Archeological Survey

Qualified cultural resources personnel will perform an intensive 100 percent pedestrian survey using the Minimum Survey Standards set forth by the THC and the Council of Texas Archeologists (CTA). For the approximate 1.5-mile long alignment for the roadway improvements, one survey transect on either side of the road will be shovel tested at a rate of 16 shovel tests per mile. For any non-linear project areas associated with the project (e.g. detention ponds), these locations will be surveyed and shovel tested at a rate of two shovel tests per acre. Not all areas will be subjected to shovel testing due to either previous disturbances, greater than 30 percent ground visibility, or low potential for archeological resources. The total extent of ground disturbances and/or acquisition of new right-of-way and/or temporary or permanent easements associated with this project will be considered the area of potential effect (APE). Shovel tests will be excavated in 20-centimeter arbitrary levels, and excavated sediment will be passed through ¼-inch hardware mesh. Shovel tests will be recorded through field notes, photography, and hand-held geographic positioning system (GPS) device. Cultural materials encountered through the course of shovel test excavations will be described and returned to their approximate origin. Archeological sites encountered will be recorded with the Texas Archeological Research Laboratory and be assessed for eligibility for inclusion in the National Register of Historic Places or listing as a State Antiquities Landmark as appropriate. The consultant will have a “no-collection” policy for this survey; therefore, diagnostic artifacts (if encountered) will be documented in the field and not collected. Records would be curated by the Center for Archaeological Studies at Texas State University upon completion of the project, per required by the THC permit.

Deep soil testing (using backhoe) of the APE may be necessary during an investigation depending on the soil data. At times the soil data may not be equal with soil existing on the ground. A cursory review of the soils indicates deep soils are mapped within the portion of the APE near the Middle Fork San Gabriel River. However, a review of photographs of the area and the closest archeological sites recorded to the APE seem to indicate that the soils

actually present at this location are likely shallow. Therefore, it is unlikely mechanical trenching will be necessary for this project.

c) Reporting, Agency Coordination, and Curation

After fieldwork has been completed a report of the results will be prepared. Comprehensive reports typically address the applicable regulatory framework, describe the assessment methodology, limitations and findings, and provide site-specific conclusions and recommendations, as appropriate. Exhibits such as figures, referenced resource documents, data and photographs are included. The report will be provided to the City for review and comment. The final draft report will be submitted to the THC for agency review and concurrence. The THC will have 30 calendar days to complete their review.

After project approval has been received from the THC, the permit will be closed according to permit stipulations. Several reports are required to be sent to repositories and libraries, GIS files of the survey sent to THC, and final reports and an online abstract are prepared for delivery. Finally, curation of records associated with the project will be prepared and submitted to Center for Archaeological Studies at Texas State University, a qualified repository.

PRELIMINARY WATERS OF THE US DELINEATION/DETERMINATION

This task is presented in order to assist the City in complying with Section 404 of the Clean Water Act (CWA) and/or Section 10 of the Rivers and Harbors Act (RHA) during future construction activities onsite. To accomplish this task, Terracon will perform subtasks which include a desktop review, a site visit, and report preparation as described below.

a) Desktop Review

Prior to visiting the site, background research will be conducted and will consist of locating and reviewing pertinent maps, aerial photographs, historic topographic maps, soil surveys, plant species data, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), and other related data necessary for a desktop review of site conditions. This desktop review will assist the consultant in preliminarily identifying suspect aquatic resources on the site. Consultant will review topographic maps, aerial photographs, and floodplain maps to make a preliminary determination based on consultant's opinions and experiences of the areas that could be potentially be categorized as jurisdictional WOTUS and those that may not be jurisdictional.

b) Site Visit

A site visit will be performed to determine the existence and approximate locations of suspect WOTUS, including wetlands on the site following the USACE 1987 Manual and the applicable USACE regional supplement. Consultant will identify potential WOTUS, including traditional navigable waters, relatively permanent waters, non-relatively permanent waters, and wetlands that are abutting, adjacent to, or isolated from these waters. The site visit will include completion of USACE wetland determination data forms with plant identification, notation of hydrologic indicators, and excavation of shallow soil profiles, as appropriate within each different vegetative community spread throughout the Project. Potentially jurisdictional waterbodies will be identified by delineating ordinary high water marks and then mapped using a GPS with sub-meter accuracy and the procedures required by the USACE. Following the site visit, exhibits showing the boundaries (polygons) and acreage and/or linear footage (if applicable) of all aquatic resources identified onsite during the site visit will be prepared. Consultant will provide a professional opinion regarding the likelihood for the identified aquatic resources to be considered jurisdictional and regulated by the USACE.

c) WOTUS Report Preparation

A report will be prepared for the project documenting the results of the Preliminary WOTUS Determination/Delineation performed onsite. The Preliminary WOTUS Delineation report will include the following information, as applicable:

- Brief description of the project, methods/sampling procedures, and results as required by the USACE;
- A preliminary determination and description of the potentially jurisdictional WOTUS and potentially non-jurisdictional aquatic resources identified in the Project;
- Acreage of the project area evaluated with boundaries indicated;
- Location of each observation point/data point/soil sample station;
- Wetland Determination Data Forms completed in accordance with USACE guidelines for each observation point/data point/soil sample station;
- Acreage and linear footage (if applicable) of each aquatic resource onsite and total potentially jurisdictional areas (suspect WOTUS) and potentially non-jurisdictional aquatic resources including polygons of aquatic resources (mapped by GPS) shown on exhibits;
- Historical information (including topographic quadrangle maps, historic aerial photographs, FEMA maps, NWI maps, and soil surveys) to document the potential limits of USACE jurisdiction for the identified aquatic resources (if applicable); and
- Professional opinions regarding the potential jurisdictional status of the identified aquatic resources with supporting documentation and rationale.

The Preliminary WOTUS Delineation report will be prepared in a manner to be easily attached and serve as a supplement to additional documentation which would be submitted to the USACE for review, concurrence, and authorization if necessary. In addition to the above referenced documentation, the consultant will perform:

- Up to three (3) meetings with Engineer and City to discuss project schedule, avoidance and minimization measures, plan reviews, and construction site operations as they may pertain to environmental constraints Technical review of engineering plans (as it pertains to environmental permitting constraints), preparation of figures, impact calculations, and environmental database management;
- Preparation of supplemental documentation to support permitting efforts as design modifications are made.

d) NWP 14 Application and USACE Consultation

This task is presented in order to assist the City in remaining in compliance with Section 404. If, after the Engineer, City, and consultant evaluate project design to implement practicable avoidance and minimization options, it is determined that pre-construction notification is unavoidable, consultant will prepare the appropriate documentation to obtain USACE authorization for impacts to WOTUS associated with the proposed project. It is the understanding that the proposed project would qualify as a "Linear Transportation Project", which could fall under the terms and conditions of Nationwide Permit (NWP) No. 14. Under NWP No. 14, the submittal of a Pre-Construction Notification (PCN) is required if any of the following criteria are met:

- A section 10 permit is required;
- Discharges result in the loss of greater than 1/10-acre of WOTUS
- Discharges in a special aquatic site, including wetlands
- The project may affect threatened or endangered species;
- The project may affect historic properties or cultural resources.

Should any of these criteria be met for the proposed project, consultant will assist the City in obtaining authorization under NWP No. 14. In order to obtain authorization from the USACE, the Engineer and City will provide the following items to the USACE:

- Engineering plans;
- Alternative routes which were considered;
- Avoidance and minimization measures; and
- Need and purpose.

It should be known that if the PCN criteria are not met, formal notification to the USACE may not be required and the project may proceed assuming it is in accordance with the NWP General Conditions and USACE Fort Worth District Regional Conditions. Should it be determined that pre-construction notification is not required, consultant will assist Client in preparing documentation demonstrating compliance with the General Conditions and Fort

Worth District Regional Conditions for the NWP Program. Additionally, if the proposed project results in a loss of greater the 1/10-acre of WOTUS, compensatory mitigation will likely be required as a term of authorization under NWP 14.

THREATENED AND ENDANGERED SPECIES HABITAT ASSESSMENT

General Condition 18 of the 2017 Nationwide Permit Program states that:

“No activity is authorized under and NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species.”

a) Desktop Review

To provide the information necessary to make a determination of effect, and demonstrate compliance with General Condition 18, the consultant will conduct a Desktop Review of ESA listed species for the project area. This will include a review of the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) report for the project area, a review of the USFWS critical habitat database, a review of the Texas Parks and Wildlife (TPWD) Natural Diversity Database, and a review of potentially suitable habitat utilizing the TPWD Ecological Mapping System of Texas (EMST) landcover database and aerial imagery. Additionally, information regarding landcover and dominant plant communities (collected during the wetland delineation) will be reviewed during the assessment of potentially suitable habitat and determination of effect.

b) Threatened and Endangered Species Assessment Report

A Threatened and Endangered Species Assessment Report for the site will be prepared including photographs, aerial imagery, Geographic Information System (GIS) mapping, and a description of the field observations with conclusions and recommendations. This report will also include information regarding compliance with the Migratory Bird Treaty Act (MBTA) and Bald and Golden Eagle Protection Act (BGEPA) as well as summarize the likelihood of affecting locally known Threatened or Endangered bird, karst or salamander species.

c) Application to Williamson County Regional Habitat Conservation Plan

Depending on the results of the Threatened and Endangered Species Habitat Assessment, consultant will prepare an application to participate in the Williamson County Regional Habitat Conservation Plan. Consultant will coordinate with the City, Engineer, and Williamson County Conservation Foundation staff on the application submission and

coordinate with specialists (permitted subconsultants) to prepare appropriate materials needed to complete the submission.

SPECIAL ENVIRONMENT STUDIES

a) Springs Study Along Middle Fork San Gabriel River

A survey for springs will be conducted at the existing DB Wood Road crossing along the flowline and banks of the Middle Fork San Gabriel River and approximately 500 feet upstream and 500 feet downstream. Springs will be documented, and the results will be provided in a report.

b) Salamander Study

If springs are located during the spring survey along the Middle Fork San Gabriel River, a presence/absence survey for Georgetown salamanders will be conducted at the located spring. The level of effort will include survey at the springhead and approximately 250 feet downstream. Following field investigations, a report detailing the findings will be produced. Findings will be coordinated with the Williamson County RHC Plan administrators. The findings of any listed salamander surveys must be reported to USFWS as part of the subconsultant's permit to complete such surveys.

c) Cave Survey for Endangered Karst Invertebrates

If large karst features are located that require presence/absence surveys for endangered karst invertebrates (EKI), the subconsultant will conduct presence/absence surveys on features located by others as they meet the potential karst invertebrate habitat criteria as defined by the USFWS. Presence/absence surveys for karst invertebrates will be conducted in accordance with USFWS Section 10(a)(1)(A) Scientific Permit Requirements for Conducting Presence/Absence Surveys for endangered karst invertebrate species (2015). USFWS survey protocols require features with potential habitat be surveyed with baited traps 14 times with at least 48 hours between surveys. Surveys may be conducted any time of year, as long as suitable weather conditions are present. A data logger recording temperature and humidity will be installed in each feature for the duration of the surveys. The subconsultant will provide electronic copies of the report summarizing survey related activities and all findings. Findings will be coordinated with the Williamson County RHC Plan administrators. As required by the USFWS, results from faunal surveys will be included in the subconsultant's annual report to USFWS.

d) Golden-Cheeked Warbler Survey

If Golden-Cheeked Warbler (GCWA) habitat is within the project area, the subconsultant's biologists will conduct a GCWA presence/absence survey in accordance with USFWS

protocol for the DB Wood ROW plus 400 feet on either side of the ROW. Survey protocol requires a minimum of five site visits with no more than one visit within any 5-day period to be conducted between March 15 and June 1, with at least 60 percent of the surveys being conducted prior to May 15. Upon completion of the survey, a report including all findings will be provided. Current reporting requirements include submission of any GCWA observation data in GIS format. After the final survey, the subconsultant will extrapolate the required data from field records, convert it to GIS format, then coordinate with USFWS to submit the survey data. As USFWS presence/absence survey protocol and reporting requirements are occasionally updated, the subconsultant will confirm that the appropriate requirements are followed for this task prior to the first survey day. Surveys will be completed in accordance with the most recent USFWS protocols and requirements. Findings will be coordinated with the Williamson County RHC Plan administrators.

TASK 6 GEOTECHNICAL ENGINEERING

Terracon will perform the geotechnical engineering for the project. This task will include:

- Determine the location of proposed borings for bridges, embankments, retaining walls and pavement widening improvement areas. The boring layout with general location and depths shall be reviewed and approved before field work begins. The Design Engineer's land surveyor shall survey subsurface exploration boring locations and provide ground elevations, coordinates and off-sets to the Engineer for reporting on the boring logs.
- Perform soil borings, rock coring, testing and analysis to include slope and global stability analysis for embankments and retaining walls, settlement analysis, and foundation design recommendations for retaining walls, bridges, embankments and pavement foundations.
- Perform retaining wall/embankment analyses, when applicable. This analysis shall include the computation of the factor of safety for bearing capacity, global stability, overturning and sliding. In addition, the Geotechnical Engineer shall include allowable bearing pressures, passive earth pressures, friction factors, consolidation parameters and lateral earth pressures for the retaining walls.
- All soil classification shall be done in accordance with the Unified Soil Classification System. Laboratory Engineering soil classification tests shall be limited to soil moisture content tests, soil particle size analysis tests, liquid limit and plasticity index tests, soil unit weight tests, unconfined compression tests, unconsolidated undrained triaxial, soil sulfate, pH, soil moisture density relationship tests, and/or laboratory California Bearing Ratio tests on subgrade soil samples collected from new paving areas.
- Submit a signed, sealed and dated geotechnical report in accordance with the schedule agreed upon by the Geotechnical Engineer and Design Engineer. Report shall include, but not be limited to, soil boring locations, boring logs, laboratory test results, generalized subsurface conditions, ground water conditions, analyses and recommendations for settlement and global stability of the earthen embankments and retaining walls, skin friction tables and design capacity curves including skin friction and point bearing. The skin friction tables and design capacity curves must be

presented for driven piling and drilled shaft foundations, as applicable. TXDOT Wincore boring logs and files and electronic CLG files shall be provided to the Engineer for the Bridge Boring Locations to be incorporated into the design drawings as required.

- If applicable, the Geotechnical Engineer shall perform sieve analysis tests and provide Grain Size distribution curves with D50 and D95 values.
- The soil borings for bridges shall be drilled 15 to 20 feet below the anticipated foundation bearing depth and at intervals not to exceed 300 feet. Retaining wall borings shall be drilled to at least 15 feet below the anticipated retaining wall depth at 200 feet intervals. Embankment area borings shall be drilled to at least 35 feet at 200 feet intervals. Borings for the development of new pavement recommendations shall be drilled to a maximum depth of 10 feet below existing grade and be spaced at about 500-foot intervals along the alignments. The Geotechnical Engineer shall present proposed subsurface exploration vertical boring locations to the Design Engineer for review.
- Two (2) bridge borings, six (6) retaining wall/embankment borings, and eleven (11) pavement borings are planned along the alignment. Each drilling location will be cleared for all utilities prior to beginning drilling operations.
- The Design Engineer shall incorporate soil boring data sheets prepared, signed, sealed and dated by the Geotechnical Engineer. The Design Engineer shall prepare retaining wall design sheets based on recommendations provided by the Geotechnical Engineer. Retaining wall design sheets shall be reviewed by the Geotechnical Engineer and signed and sealed in conjunction with the Design Engineer.
- Prepare and implement a Traffic Control Plan (TCP) for operations on or near the roadway.
- The Engineer shall, and shall require its subcontractors to, (1) provide personal protective equipment (PPE) to their personnel, (2) provide business vehicles for their personnel, and (3) require their personnel to use PPE and drive only business vehicles while performing work on or near roadways. The PPE must meet all (1) current standards set by the Occupational Safety and Health Administration (OSHA) and (2) TxDOT requirements (e.g., safety glasses, Type 3 (TY 3) pants for night work). Each business vehicle must be clearly marked with the Engineer's business name, or the name of the appropriate subcontractor, such that the name can be identified from a distance.

The following deliverables will be provided as part of this task:

- A signed and sealed pavement design report. Proposed pavement designs include permanent pavement, interim condition transition pavement, and temporary detour pavement. The pavement design report must document assumptions and design considerations. The pavement design report must include the following:
 - Cover sheet with highway designation, district, county, geographical limits, and signatures of persons involved in the preparation and approval
 - Existing and proposed typical sections
 - Soils map of the project area with a brief description of each type of soil located within the project area
 - Design input values and output

- Conclusion consisting of recommended pavement design or designs based on the data, analyses, and procedures included in the report.
- Pavement design details specified for each location that includes structural layer materials, general specifications, and layer thicknesses
- Site conditions that might influence the design and performance of pavements
- Relevant geotechnical data and drainage requirements including boring logs, laboratory soil test results, active or passive drainage system design, ground penetrating radar (GPR) data, falling weight deflectometer (FWD) data, dynamic cone penetrometer (DCP) data, pavement coring and report log (up to 10-foot depth), and soil classifications with Atterberg limits
- Results of the field explorations and testing of pavement sections
- Recommended pavement rehabilitation methods and designs for new pavements
- Design criteria used in determining pavement designs, including traffic loads, pavement material characterization, environmental conditions, and pavement design life
- Design summary from the program used to design (e.g., FPS 21, DARWin, TxCRCP-ME, MODULUS 6.1)
- Life-cycle cost analysis, including the periods for resurfacing, reconstruction, and other rehabilitation measures and what these activities are likely to entail
- Traffic control plans required for subsurface geotechnical and pavement investigations
- Other considerations used in developing the pavement designs, including subgrade preparations and stabilization procedures

TASK 7 30% SCHEMATIC DESIGN AND INVOLVEMENT

K-H will prepare one 30% Preliminary Design Schematic roll plot. The preliminary design schematic will be limited to existing topography and utilities, horizontal and vertical alignments, intersection horizontal alignments and profiles (where applicable), identified easements, roadway typical sections, existing right-of-way, existing and proposed pavement edges, proposed sidewalks, proposed lane striping, proposed cross drainage improvements, proposed bridge improvements and proposed BMPs types/locations. This task will include:

- Horizontal and vertical alignment design.
- Prepare existing and proposed typical sections.
- Prepare bridge analysis to compare existing bridge widening to bridge replacement.
- Prepare preliminary cross sections at a spacing no less than 100 feet and at driveways, cross drainage structures, utility crossings, and intersections, which will show pavement and subgrade, right-of-way limits, side slopes, pavement cross-slopes, curbs, sidewalks and utilities.
- Presenting this schematic at one (1) stakeholder meeting and providing support and attendance.
- Coordination with the City to prepare a stakeholder meeting summary which will consist of information provided at the meeting, comments, and responses to comments.
- Perform internal quality control review

The following deliverables will be provided as part of this task:

- Two (2) copies and one (1) electronic copy of the 30% Preliminary Design Schematic roll plots
- Two (2) copies and one (1) electronic copy of the 30% Cross Sections
- One (1) copy and one (1) electronic copy of Opinions of Probable Construction Cost for 30% Preliminary Design Schematic
- Stakeholder meeting summary

TASK 8 PLANS, SPECIFICATIONS & ESTIMATE (PS&E)

K-H will develop the plans, specifications and estimate for the project. This task will include:

ROADWAY DESIGN

- Prepare a Title Sheet, Index of Sheets, and a Project Layout which references survey control benchmarks.
- Prepare existing and proposed typical section sheets incorporating any unresolved comments from the Preliminary/Schematic Design Phase.
- Prepare Removal Plans identifying and quantifying removals at a scale of 1"=40'
- Prepare Plan-Profile Sheets for DB Wood Road at a scale of 1"=40' horizontal and 1"=4' vertical.
- Prepare Intersection Detail Sheets for six (6) intersections at a scale of 1"=20'
- Prepare Driveway Layout Sheets for thirty (30) driveways at a scale of 1"=20'
- Prepare Roadway Miscellaneous Details Sheet
- Prepare Retaining Wall Plan and Profile Layout Sheets at a scale of 1"=40'
- Assuming MSE Retaining Walls to be used. Design to be provided by MSE Wall fabricator.
- Update cross sections to final roadway design
- Prepare Sequence of Work narrative and General Traffic Control Notes for construction
- Prepare Traffic Control Typical Sections
- Prepare Traffic Control Sheets at a scale of 1"=40'. Assume 3 phases of construction.

DRAINAGE

- Prepare Drainage Design for Hydrology & Hydraulics for Storm Drain and Cross Culverts
- Establish Existing and Proposed Conditions
 - Data Collection: obtain studies, models, terrain, surveys, and plans,
 - Terrain: merge field survey with LiDAR for seamless terrain model
 - Hydrology: define methodology, delineate basins, determine parameters, estimate existing and future urbanized land use conditions.
- Storm and Culvert Hydrology/Hydraulics
 - Produce exterior drainage area maps
 - Produce interior drainage area maps
 - Develop storm water hydrology for the ultimate roadway section for the project area. The hydrology will be modeled utilizing rational method or HEC-HMS with

City of Georgetown drainage criteria. The model will incorporate the 50%, 20%, 10%, 4%, 2% and 1% annual chance storm events. Modeling will develop storm water flows to all culverts and roadway conveyances. Based on the data developed drainage infrastructure will be designed for final design for the project area.

- Provide runoff, inlet and storm drain calculation sheets
- Produce plan and profile sheets at 1"=40' scale for the storm sewer system and include limits of trench protection and hydraulic grade line.
- Produce lateral profile sheets for the storm sewer system at 1"=40' scale
- Prepare drainage details for outlet protection and outlet structures
- Prepare Hydraulic Data Sheets for all bridge and cross drainage structures at the outfall channel and indicate site location (e.g., station and name of creek), if applicable.
- Develop Subsurface drainage layouts at retaining walls
- Produce offsite detention pond layout sheet at 1"=40' scale with detention pond calculations summary
- Produce five (5) culvert layout sheet at 1"=20' scale
- Provide structural drainage detail sheet for detention pond outfall
- Provide non-structural drainage detail sheet
- Design erosion control measures to be utilized for the project and shall identify the locations of the measures to be installed on erosion control layout sheets.
- **Bridge Hydrology/Hydraulics**
 - Perform a FEMA data request to obtain FEMA effective hydraulic modeling associated with Middle Fork San Gabriel River.
 - Coordinate with Williamson County to obtain modeling and spatial data from the San Gabriel River Flood Protection Planning Study (City-effective study)
 - Update City-effective hydrologic model with Atlas 14 rainfall to generate Atlas 14 peak flows.
 - Update City-effective hydraulic model with Atlas 14 peak flows.
 - Update City-effective hydraulic model with on-ground topographic information and LiDAR available from TNRIS outside the limit of on-ground survey to create a revised existing hydraulic model. The subject reach will extend from 500 linear feet downstream to 500 linear feet upstream of the existing crossing.
 - Update revised existing hydraulic model based on proposed bridge improvements. The bridge will be sized such that there is no rise in upstream or downstream water surface elevation as a result of the improvements.
 - Summarize the results of this task in a Floodplain Study for submittal to the City of Georgetown and Williamson County.

WATER QUALITY

- Finalize the requirements for water quality for the roadway section. Designs will be based on the new impervious cover that will be established with the ultimate roadway section and current TCEQ requirements for construction within the Edwards Aquifer Recharge Zone. The Engineer will endeavor to combine conveyance infrastructure with water quality in an effort to minimize project costs.

- Prepare final design of in line water quality treatment located within the project limits and shall include final design for the storm water interceptors and plan layouts.
- Prepare Water Pollution Abatement Plan (WPAP) and submit to TCEQ.

BRIDGE

- Prepare the bridge layout and final bridge design plans for the proposed structure/structures along DB Wood Road crossing the Middle Fork San Gabriel River.
- Assume no waterline, wastewater line, gas line utilities, or aesthetic features (non-standard rails, non-standard shapes, fascias, etc.) are to be incorporated into this bridge crossing. Assume C411 rail with Type C opening to be using on bridge.
- Utilize TxDOT Standards to the extent practical.
- Assume no need for a bridge deck drainage system. If deck drains are required, it is assumed that they will be allowed to discharge directly into the floodplain.
- Prepare Bridge Layout and Bridge Typical Sections
 - Bridge Layout will show plan and profile geometry of the structure, and Bridge Typical Sections will show cross sections of the structure. These sheets will be prepared according to the TxDOT checklist for Bridge Layouts
- Foundation Piers
 - Layout of drilled shaft or driven pile locations
- Bridge Boring Logs
- Abutment Details
 - Abutment plan views, elevation views, and common details including control elevations and bearing seat elevations.
- Bent Details
 - Bent plan views, elevation views, and common details including control elevations and bearing seat elevations.
- Framing Plans
 - Framing Plans of the girders including bent and beam reports.
- Span Unit/Slab Details and Typical Transverse Section
 - Detail slab reinforcement and dimensions for each span unit. Detail structural typical sections for dimensions and reinforcing of bridge decks and end diaphragms.
- Prestressed Girder Design Sheet
- Bridge Quantity Summary

TRAFFIC AND SIGNAL DESIGN PLANS

- The signal plans will be prepared at a scale of 1"=40' and will include the following sheets.
 - Existing Conditions sheet will show locations of existing traffic control devices, underground, and overhead utilities at each intersection.
 - Signal Layout sheet will show the locations of proposed signal poles, pedestrian poles, signal heads, communication equipment, electrical conduits, ground boxes, signal cabinet, new electrical service, existing utilities, right of way, and

proposed roadway improvements. Locations of pedestrian poles and pedestrian access ramps will be designed in conformance with ADA requirements. Due to lateral and vertical clearance required from an overhead electric line (per the State law), the Engineer will coordinate with the City before finalizing locations of signal poles, where applicable.

- Signal Elevation sheet will show placement of signal heads on a mast-arm and vertical clearance required for the mast-arm.
 - Conduit Chart and Electrical Wiring sheet will show the type and number of electrical wires in each conduit run. A new electrical service will be designed to support total electrical load due to the new traffic signal and safety lighting at the intersection. The electrical service will include two separate circuits for traffic signal and illumination. At the 30% field review meeting, the Engineer will coordinate with the City and local electric service provider to determine location of new electrical service.
 - Phasing & Detection sheet will show the proposed phasing at each intersection. Phasing and signal-heads for left-turn movements will be designed in conformance with 2011 Texas MUTCD. Video detection details for each movement will also be shown.
 - APS load switch assignment sheet
 - Quantities sheet will be provided for the intersection.
- Prepare Signing and Pavement Marking sheets at a scale of 1"=40'. Design signing and pavement markings in accordance with the Texas Manual for Uniform Traffic Control Devices. Include signage identifying the bike route within the corridor.
 - The Engineer will use latest general notes issued by the City and update appropriately as required for traffic signals.

ILLUMINATION

- Identify appropriate LED or High Pressure Sodium (HPS) lamp to be used for continuous street lighting along the corridor.
- Develop Photometric model for the corridor, using AGi 32 software, to determine appropriate pole height and spacing that generates lighting levels to meet AASHTO Roadway Lighting criteria.
- Develop Illumination Layout sheets to show pole locations, electrical conduits, wiring charts, sheet quantity summary details.
- Conduct Voltage Drop and Electrical calculations to determine appropriate locations and design of electrical services and wire sizes.
- Conduit charts summarizing wiring details.

STANDARDS, SPECIFICATIONS, AND ESTIMATE

- Download and prepare the appropriate City and TxDOT standards, as appropriate. Standards that require modification will be corrected and sealed by the Engineer. All other standards will have their title blocks filled out with the applicable project data and printed for inclusion in the final plan set.

- Prepare a list of applicable special specifications. If needed, the Engineer will develop or modify up to two (2) unique special specifications where an existing statewide specification is unavailable.
- Calculate quantities and prepare Item Summaries Sheets tabulating project quantities.
- Prepare An opinion of probable construction cost will be prepared at each submittal
- Prepare General Notes and a Construction Timeline Estimate

In addition to the items described above in this task, K-H will:

- Perform internal quality control review
- Address one round of comments each for the 30% Schematic and 90% PS&E from the City and incorporate those comments into the plans.

The following deliverables will be provided as part of this task:

- 90% Plans Submittal to contain:
 - Three (3) hard copies and a PDF of the following 90% Design Plans (11"x17"):
 - Title Sheet
 - Index of Sheets
 - Project Layout
 - Roadway Typical Sections
 - General Notes
 - Item Summaries
 - Traffic Control Narrative
 - Traffic Control Plans
 - Survey and Control Index Sheets
 - Horizontal and Vertical Control Sheets
 - Alignment Data Sheets
 - Roadway Plan-Profile Sheets
 - Intersection Detail Sheets
 - Driveway Detail Sheets
 - Miscellaneous Roadway Details Sheet
 - Retaining Wall Layouts
 - Miscellaneous Retaining Wall Details Sheet
 - Drainage Area Map Sheets
 - Hydraulic Calculation Sheets
 - Culvert Layouts
 - Drainage Plan and Profile Sheets
 - Miscellaneous Drainage Details Sheet
 - Water Quality Sheets
 - Water Quality Details
 - Bridge Hydraulic Data Sheet
 - Bridge Layout
 - Bridge Structural Details Sheet
 - Traffic Signal Layout
 - Illumination Sheets
 - Signing and Pavement Markings Sheets
 - Erosion Control Layouts

- Removal Plans
- Standard Details
- Three (3) hard copies and a PDF of the 90% Opinion of Probable Construction Costs
- Three (3) hard copies and a PDF of the 90% Construction Timeline
- Final Plans Submittal to contain:
 - Three (3) hard copies and a PDF of the Final Design Plans consisting of all sheets from the 90% submittal
 - Three (3) hard copies and a PDF of the Final Opinion of Probable Construction Costs
 - Three (3) hard copies and a PDF of the Final Construction Timeline

TASK 9 CLOMR

If required, K-H will prepare a Conditional Letter of Map Revision for submittal to the City of Georgetown, Williamson County, and FEMA. K-H will provide the services specifically stated below:

- Prepare a HEC-2 hydraulic model based on effective information provided by FEMA to create a duplicate effective hydraulic model in digital format. This task assumes hard copy output only is provided by FEMA as part of the FEMA data request.
- Convert the duplicate effective model to HEC-RAS and update it based on on-ground survey information in the vicinity of the existing crossing to create a corrected effective hydraulic model.
- Update the corrected effective model based on the proposed bridge improvements to create a proposed hydraulic model.
- Perform floodway modeling based on the corrected effective and proposed hydraulic models.
- Summarize the results of this task in a report for submittal to the City of Georgetown, Williamson County, and FEMA. The report will include the following:
 - Report Text
 - Hydraulic Model Output
 - Hydraulic Workmaps
 - Bridge Plans
 - Appropriate FEMA Forms
 - FIRM and Annotated FIRM
 - ESA Compliance Documentation (to be performed under Environmental Task)
 - Draft Public Notice
 - Digital Files
- Submit the Conditional Letter of Map Revision to the City, County, and FEMA electronically.
- Respond to one round of ordinary and reasonable comments from the City, County, and FEMA.

TASK 10 BIDDING PHASE SERVICES

K-H will perform the following tasks as part of the Bid Phase:

- Prepare one set of bid documents in accordance with the City of Georgetown standards
- Attend one (1) pre-bid meeting with the City and assist the City in developing meeting agenda
- Receive, record and provide responses to prospective bidder's and suppliers questions. Issue addenda as appropriate to clarify, correct, or change the bidding documents
- Assist the City in opening of bids, review and evaluate all bids including bid amount and prepare recommendation letter for award of the contract for construction

TASK 11 CONSTRUCTION PHASE SERVICES

K-H will provide the construction phase services specifically stated below:

- **Pre-Construction Conference.** Consultant will conduct a Pre-Construction Conference prior to commencement of construction activity.
- **Visits to Site and Observation of Construction.** Consultant will make up to eighteen (18) progress site visits as directed by Client in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work.
- Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.
- **Recommendations with Respect to Defective Work.** Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of its observations, Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- **Clarifications and Interpretations.** Consultant will respond to up to thirty (30) Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- **Change Orders.** Consultant may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- **Shop Drawings and Samples.** Consultant will review and approve up to sixteen (16) shop drawings or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

- Substitutes and "or-equal." Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- Disagreements between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith.
- Applications for Payment. Based on its observations and on review of applications for payment and supporting documentation, Consultant will determine amounts that Consultant recommends Contractor be paid. Such recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- Substantial Completion. Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant.
- Construction Phase Engineering Support for Karst features encountered
- Record Drawings

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Right-of-Way acquisition and/or condemnation assistance;
- Landscaping and streetscaping services
- Franchise Utility relocation design
- Appearing as an expert witness in any litigation for the City.

- Prepare a Section 404 USACE regional or individual permit and/or mitigation planning
- Taxonomy and/or genetic sequencing of specimens collected during presence/absence surveys
- Preparing Mitigation Plans related to Environmental Resources
- Formal USFWS Section 7 Consultation
- Preparing Biological Opinions
- Hiring an Abstract Company for title search for Phase I ESA
- A full Phase I (historical aerial and topography and interviews with past property owners) or Phase II (drilling and lab testing) Environmental Site Assessment for Petroleum and Hazardous Substance
- Historic Resources Survey or Archival Research
- Section 4(f)/6(f) analysis
- Preparing final Letter of Map Revision for FEMA (LOMR)
- Continuous illumination lighting
- Additional meetings other than those listed in the scope

EXHIBIT C**Services To Be Performed By The City
DB Wood Road Improvements from SH 29 to Oak Ridge Road****SCOPE OF WORK OVERVIEW**

Kimley-Horn and Associates, Inc. (K-H) will provide engineering services including developing plans, specifications, & estimates (PS&E) for the proposed improvements to DB Wood Road from Highway 29 to Oak Ridge Road. The project will consist of the design of approximately 1.5 miles of DB Wood Road widening, pedestrian and bicycle improvements, intersection improvements, storm sewer design, bridge widening or replacement, culvert widening, signal improvements, topographic survey, utility conflict coordination, bidding, and construction phase services.

SERVICES TO BE PROVIDED BY THE CITY

- A. Provide a project coordinator to work with Kimley-Horn and Associates, Inc. (K-H) during the development of the project.
- B. Provide timely review of submittals.
- C. Provide any available Subsurface Utility Engineering information available for the project corridor.
- D. Provide available copies of associated studies and coordination with ongoing related city projects.
- E. Provide any available traffic counts for the SH 29 and DB Wood Rd intersection along with any traffic counts along DB Wood Rd.
- F. Coordination of right of entry.

EXHIBIT D												
FEE SCHEDULE												
DB Wood Road Improvements from SH 29 to Oak Ridge Road												
Professional Service Description	Total Task Hours	Total Task Cost	Kimley-Horn Staff						Subconsultants			
			Senior Professional II	Senior Professional I	Professional	Analyst	Senior Technical Support	Support Staff	Inland Geodetics (Survey)	Terracon (Geotech/ENV)	RPS (SUE)	
									Fee	Fee	Fee	
Task 1 - Project Administration												
Invoicing and Progress Reports	98	\$ 16,730		40	40			18				
Project Administration/Maintain Project Files	72	\$ 12,360		24	24	24						
Maintain/Develop Workplan	52	\$ 10,120	4	24	24							
Coordinate with TxDOT	48	\$ 9,120		24	24							
Coordinate with Subs	120	\$ 22,800		60	60							
Bi-weekly status updates	24	\$ 4,800		24								
Progress Meetings (Assume 12)	54	\$ 9,270		18	18	18						
Design Review Meetings (Assume 6)	30	\$ 5,040		9	9	12						
Total Task 1:	498	\$ 90,240.00	4	223	199	54	0	18	\$ -	\$ -	\$ -	-
Task 2 - Data Collection												
Perform Field Reconnaissance	42	\$ 7,680	6	12	12	12						
Collect/Review existing data	60	\$ 9,960		12	24	24						
Total Task 2:	102	\$ 17,640.00	6	24	36	36	0	0	\$ -	\$ -	\$ -	-
Task 3 - Survey and Right-of-Way Data												
Survey Provider Fee	0	\$ 61,776							\$ 61,776.00			
Easement Acquisition Documents	0	\$ 90,000							\$ 90,000.00			
10% Subconsultant Markup	0	\$ 15,178										
Total Task 3:	0	\$ 166,954.00	0	0	0	0	0	0	\$ 151,776.00	\$ -	\$ -	-
Task 4 - Subsurface Utility Engineering/Utility Coord												
Utility Coordination and Exhibits	120	\$ 20,600		40	40	40						
Create and Maintain UCM	76	\$ 12,240		18	18	40						
Stakeholder meetings (Assume 2)	18	\$ 3,780	6	6	6							
SUE Provider Fee	0	\$ 81,588										\$ 81,588.20
10% Subconsultant Markup	0	\$ 8,159										
Total Task 4:	214	\$ 126,367.20	6	64	64	80	0	0	\$ -	\$ -	\$ -	\$ 81,588.20
Task 5 - Environmental Documentation												
Phase 1 ESA	0	\$ 3,200								\$ 3,200.00		
Geologic Assessment (GA)	0	\$ 4,500								\$ 4,500.00		
Waters/Wetlands (WOTUS)	0	\$ 11,000								\$ 11,000.00		
Threatened and Endangered Species Habitat Assessment (T/E)	0	\$ 2,200								\$ 2,200.00		
Application to Regional Habitat Conservation Plan (RHCP)	0	\$ 4,500								\$ 4,500.00		
USACE Pre-Construction Notification (PCN)	0	\$ 4,000								\$ 4,000.00		
Cultural Resources (CR)	0	\$ 10,400								\$ 10,400.00		
ESA Compliance Letter	30	\$ 4,800		6	8	16						
Species Study - Cave Species	0	\$ 10,000								\$ 10,000.00		
Species Study - Golden-Cheeked Warbler Species Study	0	\$ 16,500								\$ 16,500.00		
Spring study	0	\$ 3,900								\$ 3,900.00		
Salamander Study	0	\$ 4,800								\$ 4,800.00		
Williamson County Conservation Foundation Coordination	0	\$ 6,000								\$ 6,000.00		
10% Subconsultant Markup	0	\$ 8,100										
Total Task 5:	30	\$ 93,900.00	0	6	8	16	0	0	\$ -	\$ 81,000.00	\$ -	-
Task 6 - Geotechnical Engineering												
Geotech w/exist pavement eval (FWD/GPR)	0	\$ 89,448								\$ 89,448.00		
10% Subconsultant Markup	0	\$ 8,945										
Total Task 6:	0	\$ 98,393.00	0	0	0	0	0	0	\$ -	\$ 89,448.00	\$ -	-
Task 7 - 30% Schematic Design and Stakeholder Involvement												
Design Items	0	\$ -										
Develop Design Criteria Spreadsheets	14	\$ 2,200		2	4	8						
Horizontal and Vertical Alignment Design	150	\$ 23,280	2	12	36	80	20					
Existing/Proposed Typical Sections	28	\$ 4,400		4	8	16						
Perform Bridge Layout Configuration	36	\$ 6,120	4	4	12	16						
Pedestrian Facilities Analysis	48	\$ 7,440		4	12	24	8					
Driveway Design	64	\$ 9,680		4	12	36	12					
Intersections/Cross Street Design	44	\$ 6,820		4	12	24	4					
Retaining Wall Configuration	78	\$ 12,620	2	12	24	40						
Delineate external drainage areas	92	\$ 14,220	4	4	24	60						
Culvert Hydrology (rational method) Analysis	56	\$ 8,360		4	12	40						
Hydraulic (HY-8) Analysis	36	\$ 5,480		4	8	24						
FIS Data Request	2	\$ 270				2						
Bridge Hydrology (HEC-HMS)	30	\$ 4,900	2	4	8	16						
Bridge Hydraulics (HEC-RAS) Exist/Proposed	80	\$ 13,120	4	12	24	40						
Culvert Extension Designs	78	\$ 12,620	2	12	24	40						
Pavement Marking Design	48	\$ 7,340		4	8	24	12					
TCP Phasing Concept (3 phases)	140	\$ 22,480		24	36	60	20					
Misc	0	\$ -										
Schematic Roll Plot	92	\$ 14,300	4	8	20	60						
Prelim 3D Model	72	\$ 11,320		8	24	40						
Prelim XSC	68	\$ 10,520		4	24	40						
OPCC	30	\$ 4,900	2	4	8	16						
Prepare Stakeholder Meeting Summary	60	\$ 9,340		8	16	36						
Attend stakeholder Meeting	9	\$ 1,545		3	3	3						
Compile and Respond to stakeholder Comments	12	\$ 2,060		4	4	4						
QA/QC	80	\$ 18,000	40	40								
	0	\$ -										
Total Task 7:	1,447	\$ 233,335.00	66	193	363	749	76	0	\$ -	\$ -	\$ -	-

EXHIBIT D												
FEE SCHEDULE												
DB Wood Road Improvements from SH 29 to Oak Ridge Road												
Professional Service Description	Total Task Hours	Total Task Cost	Kimley-Horn Staff						Subconsultants			
			Senior Professional II	Senior Professional I	Professional	Analyst	Senior Technical Support	Support Staff	Inland Geodetics (Survey)	Terrason (Geotech/ENV)	RPS (SUE)	
									Fee	Fee	Fee	
Task 8 - Plans, Specifications & Estimate (PS&E)												
Roadway	0	\$ -										
Title Sheet	7	\$ 1,100		1	2	4						
Index	11	\$ 1,640		1	2	8						
Project Layout	30	\$ 4,540		2	8	20						
Finalize Typical Sections	14	\$ 2,110		2	2	10						
Prepare Removal Plans	88	\$ 13,220		4	24	60						
Prepare Horizontal Alignment Data Sheet	7	\$ 1,100		1	2	4						
Finalize Design and Prepare Roadway Plan/Profile Sheets	220	\$ 34,600		20	80	120						
Finalize and Prepare Intersection Layouts	98	\$ 14,860	2	4	20	60	12					
Finalize and Prepare Driveway Layouts	128	\$ 20,560	4	12	40	60	12					
Finalize and Prepare Roadway Misc Details	26	\$ 4,360	2	4	8	12						
Finalize and Prepare Retaining Wall Plan/Profile	158	\$ 24,600	6	12	40	100						
Finalize and Prepare Retaining Wall Misc Details	26	\$ 4,260		6	8	12						
Final 3D Model	72	\$ 11,320		8	24	40						
Final XSC	68	\$ 10,520		4	24	40						
Prepare TCP Narrative	20	\$ 3,240	2	2	4	12						
Prepare TCP Typical Section	24	\$ 3,680		4	4	16						
Finalize and Prepare TCP Plans (Assume 3 phases)	248	\$ 39,900	12	36	60	140						
Drainage	0	\$ -										
Delineate internal drainage areas	70	\$ 10,430		4	16	50						
Storm System Hydrology (rational method) Analysis	68	\$ 10,520		4	24	40						
Hydraulic (StormCAD) Analysis	98	\$ 15,320	2	12	24	60						
Finalize and Prepare Hydrologic and Hydraulic Data Sheets	72	\$ 11,320		8	24	40						
Finalize and Prepare Storm Plan and Profile	140	\$ 22,000		20	40	80						
Finalize and Prepare Culvert Layouts	78	\$ 12,620	2	12	24	40						
Finalize and Prepare Drainage Misc Details	20	\$ 3,330	2	2	6	10						
Prepare Erosion Control Layout	68	\$ 10,520		4	24	40						
Floodplain Study/Report	46	\$ 7,600	4	6	12	24						
Water Treatment	0	\$ -										
Prepare Inline Treatment Layout	100	\$ 15,820	4	12	24	60						
Prepare WPAP	46	\$ 6,960		6	8	32						
Bridge	0	\$ -										
Finalize and Prepare Bridge Layout	110	\$ 17,380		14	36	60						
Prepare Bridge Typical Sections	18	\$ 2,740		2	4	12						
Prepare Foundation Design	40	\$ 6,740		4	24	12						
Prepare Abutment Details	150	\$ 24,250		20	60	70						
Prepare Bent Details	112	\$ 17,700		12	40	60						
Prepare Framing Plans	28	\$ 4,580		4	12	12						
Prepare Span Unit/Slab Details	100	\$ 16,260		12	44	44						
Prepare Prestressed Girder Design Sheet	22	\$ 3,500		4	6	12						
Bridge Quantity Summary	38	\$ 5,800		2	12	24						
Traffic	0	\$ -										
Prepare Signal Design	64	\$ 9,980		4	24	36						
Prepare Existing Condition Layout	7	\$ 1,100		1	2	4						
Finalize and Prepare Signal Layout	22	\$ 3,325		2	5	15						
Prepare Signal Elevation Sheet	7	\$ 1,100		1	2	4						
Prepare Conduit Chart and Electrical Wiring	14	\$ 2,200		2	4	8						
Prepare Phasing & Detection Sheet	7	\$ 1,100		1	2	4						
Prepare APS load assignment sheet	5	\$ 740		1	2	4						
Prepare Phasing & Detection Sheet	7	\$ 1,100		1	2	4						
Finalize and Prepare Signing and Pavement Marking Sheet	0	\$ -										
Illumination	0	\$ -										
Prepare Develop Photometric Model for Continuous Street Lighting	70	\$ 11,000		10	20	40						
Develop plans for Illumination Layout	125	\$ 19,200		15	30	80						
Conduct Voltage Drop & Wire Sizing Calcs	60	\$ 9,650		10	20	30						
Develop Electrical Service, Conduit & Wiring Charts	35	\$ 5,500		5	10	20						
Misc	0	\$ -										
Prepare General Notes	26	\$ 4,260		6	8	12						
Prepare Standards	32	\$ 4,940		4	8	20						
Prepare Specifications	24	\$ 3,860		4	8	12						
Prepare Quantity Summary Sheets	20	\$ 3,270		6	4	10						
90% & Final OPRC	32	\$ 5,300	2	6	8	16						
90% & Final OAVOC	80	\$ 18,000	40	40								
Construction Timeline	34	\$ 6,320		10	24							
Address 30% Review Comments	70	\$ 10,920		6	24	40						
90% Submittal & Address Review Comments	54	\$ 8,400		6	16	32						
Final Submittal	26	\$ 4,260		6	8	12						
Total Task 8:	3,490	\$ 556,525.00	84	434	1045	1903	24	0	\$ -	\$ -	\$ -	
Task 9 - CLOMR												
Prepare Digital Version of Effective HEC-2 Model	28	\$ 4,500	2	2	8	16						
Convert HEC-2 model to HEC-RAS	21	\$ 3,350	1	2	6	12						
Create Corrected Effective HEC-RAS model	30	\$ 4,900	2	4	8	16						
Create Proposed HEC-RAS model	30	\$ 4,900	2	4	8	16						
Perform Floodway Modeling	46	\$ 7,600	4	6	12	24						
Prepare CLOMR Report	24	\$ 4,000	2	4	6	12						
Prepare FEMA Forms	8	\$ 1,350	1	1	2	4						
Prepare Hydraulic Workmaps	24	\$ 4,000	2	4	6	12						
Submit CLOMR	7	\$ 1,190	1	2	4	4						
Respond to Comments (assume 1 round)	38	\$ 5,980	2	4	8	24						
	0	\$ -										
	0	\$ -										
Total Task 9:	256	\$ 41,770.00	19	33	64	140	0	0	\$ -	\$ -	\$ -	
Task 10 - Bidding Phase Services												
Assemble bid docs	48	\$ 8,240		16	16	16						
Assist with Agenda and Attend Pre-Bid Meeting	6	\$ 1,140		3	3							
Respond to Bidder Comments and Issue Addenda	32	\$ 5,400	4	4	8	16						
Assist with Bid Opening Meeting (assume 1)	2	\$ 400		2								
Evaluate Bids and Prepare Letter of Recommendation	16	\$ 2,470		2	4	10						
Total Task 10:	104	\$ 17,650.00	4	27	31	42	0	0	\$ -	\$ -	\$ -	
Task 11 - Construction Phase Services												
Attend Pre-Construction Meeting	12	\$ 2,520	4	4	4							
Attend Progress Site Meetings (assume 18)	54	\$ 11,340	18	18	18							
Respond to RFIs (assume 30)	68	\$ 10,960	4	12	12	40						
Review Change Orders	36	\$ 5,480		4	8	24						
Review Shop Drawing Submittals	140	\$ 22,200	4	16	40	80						
Coordination with Testing and Inspection Team	60	\$ 11,400		30	30							
Review and approve pay applications	36	\$ 6,030		18	18							
Final Walkthrough and Punch List	24	\$ 4,020		12	12							

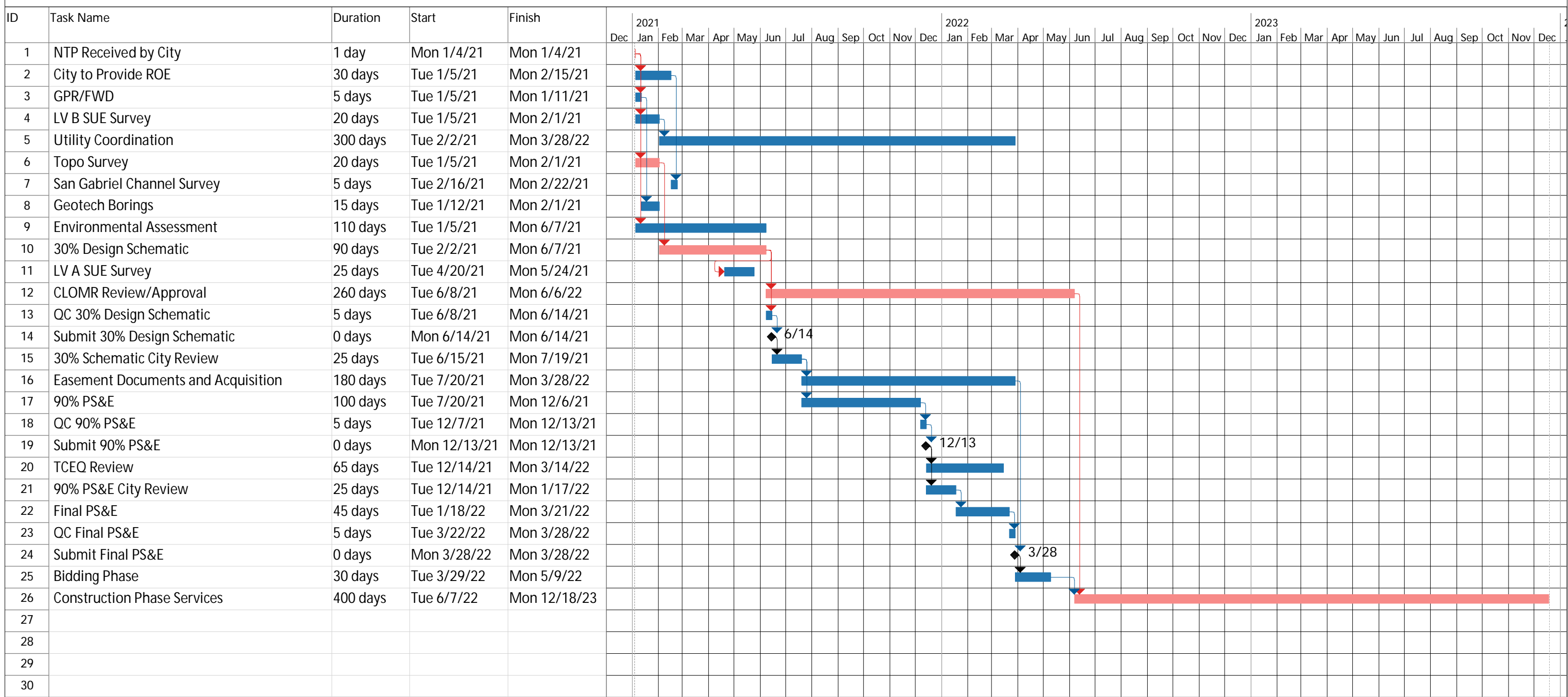
EXHIBIT D

FEE SCHEDULE

DB Wood Road Improvements from SH 29 to Oak Ridge Road

				Kimley-Horn Staff						Subconsultants		
	Professional Service Description	Total Task Hours	Total Task Cost	Senior Professional III	Senior Professional I	Professional	Analyst	Senior Technical Support	Support Staff	Inland Geodetics (Survey)	Terracon (Geotech/ENV)	Rios (SUE)
										Fee	Fee	Fee
	Construction Phase Engineering Support for Karst Features	0	\$ 50,000									
	Prepare Record Drawings	94	\$ 14,420		10	24	60					
	Total Task 11:	430	\$ 138,370.00	30	124	136	234	0	0	\$ -	\$ -	\$ -
Reimbursable Expenses												
	Plotting & Reproduction		\$ 1,200									
	Mileage		\$ 300									
	FIS Data Request Fee		\$ 400									
	Courier		\$ 100									
	Total Reimbursable Expenses:	0	\$ 2,000.00	0	0	0	0	0	0	\$ -	\$ -	\$ -
	Total Hours	6,571		219	1,128	1,946	3,254	100	18			
	Total Fee		\$ 1,583,144							\$ 151,776	\$ 170,448	\$ 81,588

Exhibit E - City of Georgetown - DB Wood Road Improvements



DB Wood Road SH 29 to Oak Ridge Road Date: Tue 11/3/20	Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
	Split		Inactive Milestone		Manual Summary		Deadline			
	Milestone		Inactive Summary		Start-only		Critical			
	Summary		Manual Task		Finish-only		Critical Split			
	Project Summary		Duration-only		External Tasks		Progress			

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

SUBJECT:

Consideration and possible action to approve a **sixth amendment** to the **contract for Solid Waste, Recycling, Yard Trimming and Bulky Waste Collection, Disposal and Processing Services with Texas Disposal Systems** amending services to **include a Downtown Ambassador Pilot Program starting November 27, 2020** -- Ray Miller, Director Public Works and Teresa Chapman, Environmental Services

ITEM SUMMARY:

For nearly two years, the City has been reviewing solid waste services in the downtown square and exploring a variety of enhanced services to address challenges. Multiple options were discussed and tested to see what would work best now and prepare for the future. In February of 2020, City Council directed staff to pause enhanced services and to assess "Cost of Service" first; to ensure businesses were funding the current, full cost of downtown solid waste services before moving forward with enhanced services.

Staff returned to City Council on October 13th after implementation of the Cost of Service project; with a recommendation to move forward with an enhanced service model in the form of a Ambassador Pilot Program. City Council directed staff to move forward with a light ambassador program as a pilot program.

TDS and City staff have negotiated on a scope of work and cost for the proposed Downtown Ambassador Pilot Program. TDS will provide the Downtown Ambassador Pilot Program ("Ambassador Program") on a weekly basis on Friday, Saturday, and Sunday evenings. The services will be provided across the nine Blocks that include the Williamson County Courthouse and the surrounding blocks ("Service Area"). The service area is illustrated in the attached graphic. The following services shall be provided in the Service Area for up to thirty (30) hours per week pursuant to the map and schedule attached to the proposed 6th amendment to the TDS Agreement:

- (i) Manage Dumpsters on Blocks 38, 39, 40, 51, and 52, plus the two dumpsters located in the 9th St. and Main St. parking lot;
- (ii) Keep Dumpsters from overflowing;
- (iii) Sweep and pick up litter from around Dumpsters;
- (iv) Assist businesses located on Blocks 38, 39, 40, 51, and 52 with getting trash and bags into Dumpsters;
- (v) Empty trash receptacles, including Big Bellies, located on sidewalks in the Service Area;
- (vi) Collect litter from sidewalks and streets in the Service Area;
- (vii) Supervise the Contractor staff; and
- (viii) Drive Commercial Driver's License (CDL) trucks to empty Dumpsters.

The contract amendment includes a reporting requirement and performance metrics. TDS will provide a weekly report that includes a detailed description of the services rendered, including things like a) maintenance and upkeep concerns and/or challenges within the Service Area, b) data and photograph documentation (before and after pics from different days) of services rendered, and c) descriptions of unusual or suspicious activities concerning solid waste observed including, but not limited to, blocked containers, illegal dumping, and assistance request from business(es). The written report will be developed in partnership with TDS.

Performance metrics will cover service to the dumpsters and trash receptacles as well as litter maintenance along sidewalks and streets within the Service Area. Exhibit C contains details around the performance metrics.

FINANCIAL IMPACT:

The FY 21 cost will be \$74,250.00 with a start date of November 27th and will be funded from the Downtown TIRZ. The City may elect to request additional program support for certain weekends; the maximum expense in FY21 is \$100,000. The Downtown Ambassador Pilot Program will be renewed on a year to year basis. Based upon the level of service, scope of work, and cost of labor, a full year of the Downtown Ambassador Pilot Program would cost approximately \$75,000. The City has proposed to transition the cost of the Ambassador Program ~~Costs~~ will eventually be transitioned to the businesses over a three year period.

SUBMITTED BY:

ATTACHMENTS:

6th Amendment to the TDS Solid Waste Contract
Downtown Service Area and Receptacle Illustration

[illegible]

This is the Sixth Amendment to the Contract for Solid Waste, Recycling, Yard Trimmings, and Bulky Waste Services (this "Amendment"), entered into to be effective on the date written below, by and between the City of Georgetown, a Texas home rule city, (the "City"), and Texas Disposal Systems, Inc., ("TDS").

RECITALS

WHEREAS, on August 14, 2012, the City and TDS entered into the Contract for Solid Waste, Recycling, Yard Trimmings, and Bulky Waste Services to provide various waste management services, which was amended by the First, Second, Third, Fourth, and Fifth Amendments, (collectively the "Contract"); and

WHEREAS, the City and TDS seek to amend the Contract to add services for the Downtown Ambassador Pilot Program.

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

1. **Capitalized Terms.** Unless otherwise defined herein, capitalized terms shall have the meanings afforded same in the Contract.
2. Section 7.05 is hereby added to Article VII of the Contract, to read as follows:

7.05 Downtown Ambassador Pilot Program.

7.05.1 Downtown Ambassador Pilot Program Services. The Contractor shall assign qualified persons to provide the Downtown Ambassador Pilot Program (“Ambassador Program”) within the nine Blocks that are labeled as 0, 37, 38, 39, 40, 41, 50, 51, and 52 in Exhibit C (“Service Area”). The following services shall be provided in the Service Area for up to thirty (30) hours per week pursuant to the map and schedule in Exhibit C, unless the schedule is modified at the request of the City in writing, and more specifically described as follows:

- (i) Manage Dumpsters on Blocks 38, 39, 40, 51, and 52, plus the two dumpsters located in the 9th St. and Main St. parking lot;
- (ii) Keep Dumpsters from overflowing;

- (iii) Sweep and pick up litter from around Dumpsters;
- (iv) Assist businesses located on Blocks 38, 39, 40, 51, and 52 with getting trash and bags into Dumpsters;
- (v) Empty trash receptacles, including Big Bellies, located on sidewalks in the Service Area;
- (vi) Collect litter from sidewalks and streets in the Service Area;
- (vii) Supervise the Contractor staff; and
- (viii) Drive Commercial Driver's License (CDL) trucks to empty Dumpsters.

7.05.2 Downtown Ambassador Pilot Program Reporting. Weekly report from the Contractor in a form acceptable to the City that includes a detailed description of the Attendant and/or Ambassador's a) maintenance and upkeep concerns and/or challenges within the Service Area, b) data and photograph documentation (before and after pics from different days) of services rendered, and c) descriptions of unusual or suspicious activities concerning solid waste observed including, but not limited to, blocked containers, illegal dumping, and assistance request from business(es).

7.05.3 Downtown Ambassador Pilot Program Performance Metrics. The City shall evaluate the success of the Ambassador Program at least once, but not more than twice, per month to determine whether the outlined services are meeting the standards of the Ambassador Program. The City shall meet with the Contractor on a monthly basis to review the program report and discuss observations to continually improve the service delivery so that it is meeting the Program's performance metrics. The applicable performance metrics are outlined in Exhibit C.

7.05.4 Payments for Downtown Ambassador Pilot Program. The City shall, upon receipt of an invoice together with all supporting documentation the City reasonably deems necessary, compensate the Contractor for the Ambassador Program services described herein based upon monthly rates in Exhibit C. Any services requested by the City and provided by the Contractor beyond those described in Section 7.05.1 and Exhibit C shall be at invoiced at the hour rates in Exhibit C and in the invoice following the month in which such additional services were rendered.

7.05.5 Term and Renewal of Downtown Ambassador Pilot Program. Notwithstanding the renewal or extension of the Contract, Contractor and City agree that the initial term for the Ambassador Program shall be from November 27, 2020 until September 30, 2021. Any extension or renewal of the Ambassador Program shall only be by agreement of Contractor and City.

3. Exhibit C, attached hereto, is hereby added to the Contract
4. Full Force and Effect. The parties hereto reaffirm and ratify each and every provision of the Contract (as amended hereby) and confirm that the same remains in full force and effect as of the

date of this Amendment. In the event of any conflict between the terms of this Amendment and the terms of the Contract, the terms of this Amendment shall govern and control in all respects.

5. **Entire Contract.** The Contract, as amended by this Amendment, constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof and all prior agreements, proposals, negotiations, understandings and correspondence between the parties in this regard, whether written or oral, are hereby superseded and merged herewith.
6. **Counterparts.** This Amendment may be executed simultaneously in counterparts (by facsimile, PDF or otherwise), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The use of electronically transmitted signatures, whether by facsimile, PDF and/or email, in place of original signatures on this Amendment is expressly allowed. The Parties intend to be bound by the signatures on such electronically transmitted document, are aware that the other party will rely on the electronically transmitted signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

IN WITNESS WHEREOF, the Parties have duly executed this Sixth Amendment to the Contract for Solid Waste, Recycling, Yard Trimmings, and Bulky Waste Services to be effective on November 27, 2020.

[Signature Pages Follow]

List of Exhibits

Exhibit C – Downtown Ambassador Program Pilot Program

CITY:

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

By: _____
Josh Schroeder, Mayor

ATTEST:

By: _____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

ACKNOWLEDGEMENT

State of Texas §
 §
County of Williamson §

This instrument was acknowledged before me on _____, 2020, by Josh Schroeder, Mayor of the City of Georgetown, Texas, a Texas home-rule municipality, on behalf of the City of Georgetown, Texas.

Notary Public, State of Texas

Texas Disposal Systems, Inc.

By: _____

Date: _____

STATE OF TEXAS

§
§
§

ACKNOWLEDGEMENT

COUNTY OF WILLIAMSON

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, as _____ of Texas Disposal Systems, Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

EXHIBIT C

1. Downtown Ambassador Pilot Program Schedule and Rates

The Downtown Ambassador Pilot Program (“Ambassador Program”) Services specified in Section 7.05.1 of the Contract shall be performed three (3) days per week during the days and times identified in Figure 1, unless modified in writing by the Parties, and for the flat rates provided below.

Figure 1. Contractor Schedule and Flat Rates

	Start Time	Break	Finish Time	Hours	Rate	Total
Friday	1800 (6pm)	0.50	24.00 (midnight)	5.50	\$75.00	\$412.50
Saturday	14:00 (2pm)	0.50	24.00 (midnight)	9.50	\$75.00	\$712.50
Sunday	14.00 (2pm)	0.50	22.00 (10pm)	7.50	\$75.00	\$562.50
					Total weekly	\$1687.50
					Total Monthly	\$7312.50
					Annual	\$74,250

If the City and the Contractor agree to additional services beyond the scope outlined herein, Contractor shall invoice those services on a per hour basis at the following rates:

- \$35 per hour for labor attendant – Labor to pick-up litter and empty waste receptacles
- \$45 per hour for Supervisor of labor attendant – Working supervisor to pick-up litter and waste receptacles. Supervises one or more labor attendants
- \$75 per hour for Supervisor or Attendant with CDL


EXHIBIT C


2. Downtown Ambassador Pilot Program Service Area


The Service Area is depicted in Figure 2. It includes nine Blocks, including sidewalks on all four sides of each block, plus the two Dumpsters located in the 9th St. and Main St. parking lot.

Figure 2. Service Area

Ambassador
Program
Service Area

 Service Area boundary includes the nine Blocks labeled 0, 37, 38, 39, 40, 41, 50, 51, and 52, plus the two dumpsters located in the 9th and Main Parking Lot.

 = current dumpsters

 = new dumpster

Four dumpsters to be serviced. Dumpster on Block 38 to be replaced by new dumpster on Block 39.

Litter is to be collected from sidewalks and streets around nine Blocks.



EXHIBIT C

3. Downtown Ambassador Pilot Program Trash Receptacles

The Contractor shall service the trash receptacles located within the Service Area as shown in Figure 3.

Figure 3. Trash Receptacles, including Big Bellies.

Solid Waste Receptacles

Big Bellies

1. Visitor Center
2. Gumbos
3. Williamson Museum
4. Art Center

Trash Receptacles

5. **Divine Treasures**
6. Old City Hall
7. Behind Grace Church
8. Old Council Chambers
9. Old Burger University
10. Century 21
11. Edward Jones
12. Wildfire
13. Quenan's Jewelry
14. Roots

NOTE: City to replace #5 and
#13 with Big Bellies.



EXHIBIT C

4. Downtown Ambassador Pilot Program Performance Metrics

Dumpsters. The Contractor shall service the Dumpsters during the scheduled shifts so that there is capacity for businesses to dump their trash. The Contractor shall ensure the Dumpster areas emptied and are clean and free of debris within one hour of the end of each nightly shift. The photo on the right in Figure 4 is the target condition within one hour of the end of each scheduled nightly shift. This means no significant trash or litter on the ground around the Dumpsters.

Figure 4. Dumpster Condition Performance Metric



Current status without Ambassador Service
Block 40 on 9.7.2020 (behind the old City Hall)
at 4:00am



Desired status with Ambassador Service
Block 40 on 9.28.2020 (behind the old
City Hall) at end of scheduled shifts

Trash Receptacles. The Contractor shall service the trash receptacles, including the Big Bellies, during the schedule so that there is capacity for patrons to dump their trash. The Contractor shall routinely inspect each trash receptacle during the scheduled shifts and empty them as needed. The City shall make available to the Contractor the Big Belly Clean app to use on their mobile devices; this mobile app tracks the fullness of the Big Bellies and sends alerts when they are near full capacity. The Contractor shall make a final round of all trash receptacles to remove trash and debris around them and empty each one within one hour of the end of each nightly shift. This means no trash or litter on the ground around the trash receptacles and Big Bellies when they are emptied.

Figure 5. Trash Receptacle Condition Performance Metric




Current status without Ambassador Service




Desired status with Ambassador Service

Sidewalks. The Contractor shall collect trash and debris found on sidewalks and the adjacent curb and street, during the schedule so that the Service Area appears well maintained. The Contractor shall make a final round of the Service Area to remove trash and debris within one hour of the end of each nightly shift.

Ambassador Program Service Area

 Service Area boundary includes the nine Blocks labeled 0, 37, 38, 39, 40, 41, 50, 51, and 52, plus the two dumpsters located in the 9th and Main Parking Lot.

 = current dumpsters

 = new dumpster

Four dumpsters to be serviced. Dumpster on Block 38 to be replaced by new dumpster on Block 39.

Litter is to be collected from sidewalks and streets around nine Blocks.



Solid Waste Receptacles

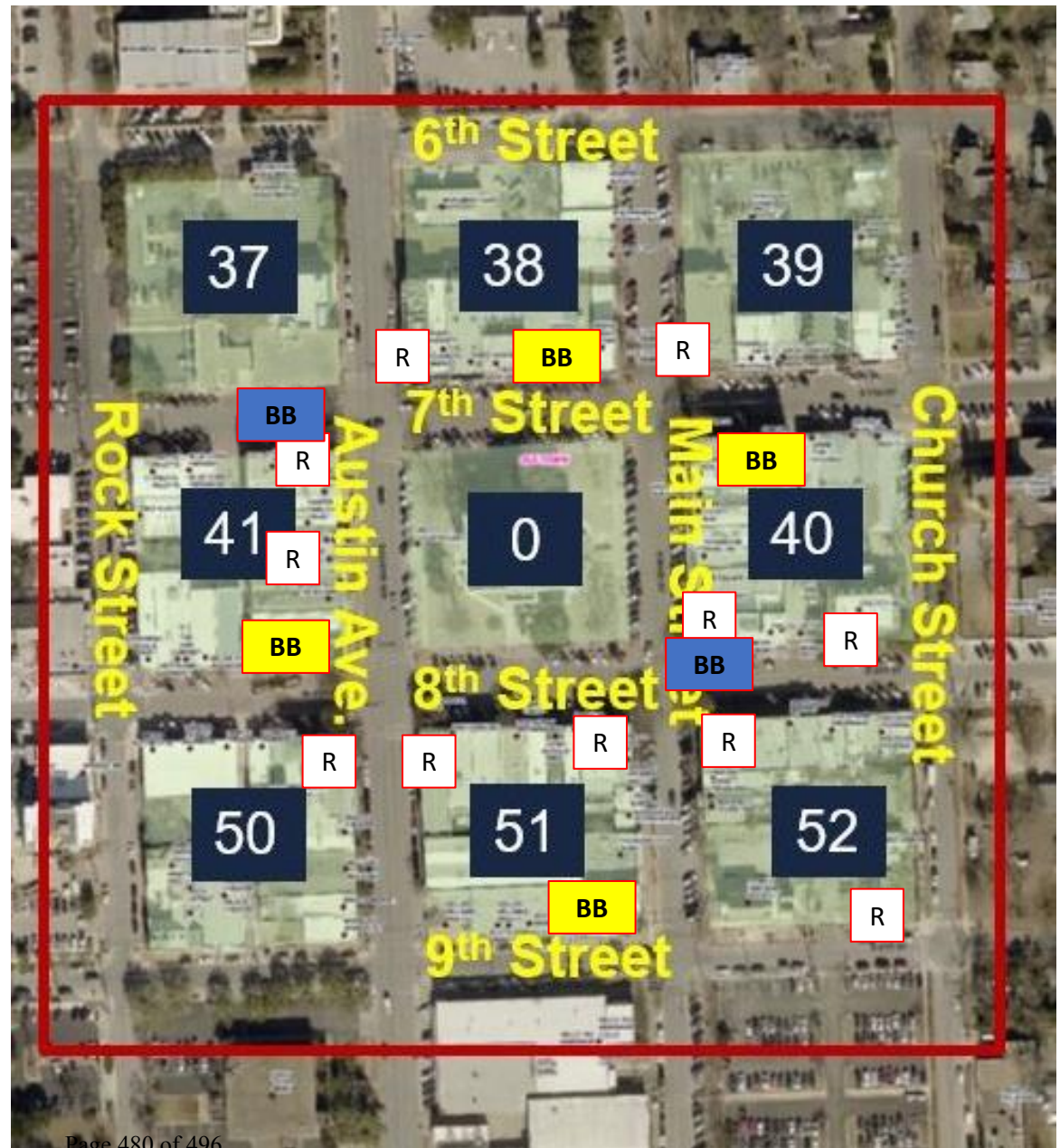
Big Bellies

1. Visitor Center
2. Gumbos
3. Williamson Museum
4. Art Center

Trash Receptacles

5. **Divine Treasures**
6. Old City Hall
7. Behind Grace Church
8. Old Council Chambers
9. Old Burger University
10. Century 21
11. Edward Jones
12. Wildfire
13. **Quenan's Jewelry**
14. Roots

NOTE: City to replace #5 and #13 with Big Bellies.



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

SUBJECT:

Second Reading of an Ordinance **amending** the **Downtown Georgetown TIRZ Project** and **Financing Plan** to **include projects** on a temporary or permanent basis to **support** the **Downtown area** consisting but not limited to **Trash Services Pilot program** to provide trash ambassador services, **Downtown Dining Expansion** to provide barricades and other improvements to expand spaces available for downtown dining including sidewalk and related work, and other programs to support and improve the **pedestrian activity, arts and culture, entertainment, dining** and **shopping experience** in downtown area -- Laurie Brewer, Assistant City Manager

ITEM SUMMARY:

At the October 13, 2020 Council meeting, Council voted to move forward with the staff recommendation of a light ambassador program as a pilot program funded through the Downtown TIRZ for one year (up to \$100,000).

This type of service is not specifically included in the Project and Financing Plan, and the Downtown Georgetown TIRZ Advisory Board met and approved the recommendation to Council to amend the project list to include additional projects and services (listed above) at their November 2, 2020 meeting. City Council approved the First Reading of this Ordinance at their November 10th meeting.

FINANCIAL IMPACT:

.

SUBMITTED BY:

Danella Elliott

ATTACHMENTS:

Ordinance

Presentation

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR THE DOWNTOWN GEORGETOWN TAX INCREMENT REINVESTMENT ZONE (“ZONE”) TO INCLUDE PROJECTS AND PILOT PROGRAMS INCLUDING BUT NOT LIMITED TO TRASH SERVICES PILOT PROGRAM, DOWNTOWN DINING EXPANSION PROGRAM, AND OTHER PROGRAMS THAT WOULD ENHANCE PEDESTRIAN ACTIVITY, OUTDOOR DINING AND ARTS AND CULTURE IN THE ZONE, CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND PROVIDING A SEVERABILITY CLAUSE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on November 9, 2004, through Ordinance 2004-77, the City Council of the City of Georgetown (“City”), pursuant to the provisions of Chapter 311, Texas Tax Code (“Code”), created the Downtown Georgetown Tax Increment Reinvestment Zone (“Zone”); and

WHEREAS, the purpose of the Zone is to facilitate a program of public improvements to allow and encourage the development of downtown Georgetown into a mixed-use, pedestrian-oriented environment consistent with the goals of the City’s Downtown Master Plan; and

WHEREAS, by Ordinance 2005-68, the City Council approved a final Project Plan and Reinvestment Zone Financing Plan (“Plan”) and the Plan was subsequently amended by Ordinance 2011-32; and

WHEREAS, by Ordinance 2011-32, the City Council approved an amended Project Plan and Reinvestment Zone Financing Plan to add "Convert public buildings and land in the zone through economic development projects for private commercial establishments such as restaurants, retail facilities, wineries, and similar establishments, including related public improvements and renovations" to the Preliminary Project List; and

WHEREAS, by Ordinance No. 2014-98, the City Council approved and amended Project Plan for the Downtown Georgetown Tax Increment Reinvestment Zone to extend the duration of the Zone to December 31, 2044 and to enlarge the boundaries of the Zone; and

WHEREAS, increased activity in the Downtown has created a need to evaluate improvements to refuse disposal to continue to enhance a pedestrian-oriented environment; and

WHEREAS, on November 2, 2020, the Board of Directors of the Zone voted unanimously to recommend to the City Council the amendment of the Plan to include new projects in Plan to include trash services pilot program, downtown dining expansion program, and other programs that would enhance pedestrian activity, outdoor dining and arts and culture in the zone; and

WHEREAS, the findings contained in Ordinance 2004-77 continue to apply to the Zone and all terms and conditions of Ordinance 2004-77, and amendments through Ordinance 2014-11-10, except as modified herein, remain in full force and affect;

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. Findings. 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 of hereof, as if copied verbatim.

Section 3. The project plan and reinvestment zone financing plan for the Downtown Georgetown Tax Increment Reinvestment Zone (“Zone”) will include projects and pilot programs including but not limited to trash services pilot program, downtown dining expansion program, and other programs that would enhance pedestrian activity, outdoor dining and arts and culture in the zone. The amended project list is attached as Exhibit “A” to this ordinance.

Section 4. Severability. 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 and be in full force and effect ten (10) days on and after publication in accordance with the provisions of the Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the 10th day of November, 2020.

PASSED AND APPROVED on Second Reading on the 24th day of November, 2020.

ATTEST:

THE CITY OF GEORGETOWN:

Robyn Densmore, City Secretary

Josh Schroeder, Mayor

APPROVED AS TO FORM:

Skye Masson, City Attorney



City Council Meeting November 24, 2020

Current and **Proposed** Project List

1. Construct additional surface and structured parking
2. Re-configure on-street parking to maximize number of spaces
3. Install additional landscaping around existing surface parking lots
4. Develop a master landscape and streetscape plan
5. Expand pedestrian amenities throughout zone to include: bike racks, benches, trash cans, lighting, public restrooms, public art, pedestrian crossing systems
6. Develop a festival street on 8th Street
7. Construct new City and County offices and facilities within the zone
8. Develop additional small parks within the zone
9. Develop an “Old Jail Park” on the site of the historic jail
10. Establish a downtown arts district
11. Construct and outdoor performance space
12. Add public art along sidewalks
13. Create a scenic overlook for the San Gabriel Rivers

Current and **Proposed** Project List

14. Create pedestrian ridges across the San Gabriel Rivers
15. Bring all sidewalks into compliance with Downtown Master Plan sidewalk hierarchy
16. Install brick crosswalks
17. Install pedestrian controlled street crossings
18. Create bike routes
19. Build a direct connection from Austin Ave. to the San Gabriel River Trails
20. Improve pedestrian access to Blue Hole Park
21. Improve pedestrian links from parking lots to the Square
22. Construct a pedestrian path from Southwestern to the Square
23. Create a public transit shuttle service to downtown
24. Create additional downtown housing units
25. Create a downtown hotel and convention site
26. Create a wayfinding signage program and install signage
27. Improve signage along trails

Current and **Proposed** Project List

- 28. Bury overhead utility lines
- 29. Replace and upgrade water and sewer lines
- 30. Build a regional water quality system for the zone
- 31. Make Austin Ave. more pedestrian friendly
- 32. Converting public buildings and land in the zone through economic development projects for private commercial establishments such as restaurants, retail facilities, wineries, and similar establishments, including related public improvements and renovations
- 33. Projects on a temporary or permanent basis to support the Downtown area consisting but not limited to Trash Services Pilot program to provide trash ambassador services, Downtown Dining Expansion to provide barricades and other improvements to expand spaces available for downtown dining including sidewalk and related work, and other programs to support and improve the pedestrian activity, arts and culture, entertainment, dining and shopping experience in downtown area**

Recommendation

An ordinance of the City Council of the City of Georgetown, Texas amending the project plan and reinvestment zone financing plan for the Downtown Georgetown Tax Increment Reinvestment Zone (“Zone”) to include projects and pilot programs including but not limited to trash services pilot program, downtown dining expansion program, and other programs that would enhance pedestrian activity, outdoor dining and arts and culture in the zone , containing findings and provisions related to the foregoing subject; and providing a severability clause; repealing conflicting ordinances and resolutions; and establishing an effective date.

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

SUBJECT:

Second Reading of an Ordinance of the City of Georgetown, Texas **amending Sec. 2.28.210 “Assignment Pay”** for certain assignments within the **Fire Department** -- John Sullivan, Fire Chief

ITEM SUMMARY:

The Georgetown Fire Department operates under an existing ordinance and statutory language that allows the Fire Chief to assign a Firefighter to a specialized position. The assigned member is compensated for the additional responsibility via an assignment stipend that is added to their base pay.

The purpose of this agenda item is to amend the existing ordinance so that it addresses the current needs and operation of the Georgetown Fire Department. Specifically, the ordinance language has been amended so that it reflects the new Meet and Confer contract and Strength of Force. This will enhance the operational efficiencies of the department. A redline version of the ordinance has been included for your reference.

FINANCIAL IMPACT:

Budgeted in the FY21 Budget

SUBMITTED BY:

John Sullivan, Fire Chief

ATTACHMENTS:

Assignment Pay - Redlined 2020 edits

Ordinance - Assignment Pay Amendment

Sec. 2.28.210. - Assignment Pay

- A. The assignment of "Professional Development & Safety Chief" is a specialized function within the Georgetown Fire Department and that assignment involves oversight, coordination, development and implementation of the Fire Department's safety, medical and fire services training program; maintaining skills and abilities that promotes individual and organizational compliance to local, regional, State and National guidelines; and coordinate all training programs and related equipment for the Fire Department. There will be only one member of the Fire Department who may be assigned to serve as " Professional Development & Safety Chief" at any one point in time. When a member is designated by the Fire Chief or his designee to serve as " Professional Development & Safety Chief" for the Fire Department, that member is entitled to receive \$350.00 per month as assignment pay. The member must actually perform this assignment for more than two weeks per month in order to be entitled to be paid this assignment pay.
- B. The assignment of "Training Specialist" is a specialized function within the Georgetown Fire Department and that assignment involves oversight, coordination, development and implementation of the Fire Department's medical and/or fire services training program. When a member is designated by the Fire Chief or his designee to serve as "Training Specialist" for the Fire Department, that member is entitled to receive \$200.00 per month as assignment pay. The member must actually perform this assignment for more than two weeks per month in order to be entitled to be paid this assignment pay.
- C. The assignment of "Specialty Operations Chief" is a specialized function within the Georgetown Fire Department and that assignment involves the oversight, coordination, and training for the Specialty Teams that include Swift Water, Haz-Mat, Rope Rescue, Dive Team, Wildland and any other assigned responsibilities. Additional responsibilities include the development, coordination and integration of "specialty operation" functions into the Truck Company positions. There will be only one member of the Fire Department who may be assigned to serve as "Specialty Operations Chief" at any one point in time. When a member is designated by the Fire Chief or his designee to serve as "Specialty Operations Chief" for the Fire Department, that member is entitled to receive \$350.00 per month as assignment pay. The member must actually perform for more than two weeks per month in order to be entitled to be paid this assignment pay.
- D. The assignment of "EMS Quality Assurance Field Trainer" is a specialized function within the Georgetown Fire Department and that assignment involves educating/training the employees in the EMS responsibilities; maintaining skills and abilities that promotes compliance to local, regional, State and National guidelines; and coordinate all EMS training programs and related equipment for the Fire Department. There will be only three members of the Fire Department who may be assigned to serve as "EMS Quality Assurance Field Trainer" at any one time. When a member is designated by the Fire Chief or his designee to serve as "EMS Quality Assurance Field Trainer" for the Fire Department, that member is entitled to receive \$200.00 per month as assignment pay. The member must actually perform this assignment for more than two weeks per month in order to be entitled to be paid this assignment pay.
- E. The assignment of "Logistics Officer" is a specialized function within the Georgetown Fire Department and that assignment involves technical administrative and functional work to meet the logistical needs of the Fire Department; responsible for coordinating the procurement and

maintenance of department assets; serves as coordinator for department stock and supply operations, fleet services, facility and grounds; assists with technical programs including radios, maps, hydrants and other necessary supply and support aspects for the Fire Department. There will be only one member of the Fire Department who is assigned to serve as the "Logistics Officer" at any one point in time. When a member is designated by the Fire Chief or his designee to serve as "Logistics Officer" for the Fire Department, that member is entitled to receive \$300.00 per month as assignment pay. The member must actually perform this assignment for more than two weeks per month in order to be entitled to be paid this assignment pay.

- F. Ambulance Assignment Pay is only available to employees at the rank of Fire Fighter assigned to work a 24 hour shift assigned to an ambulance/TRV. The assigned member will be compensated at a rate of \$25 per 24 hour shift. If a shift is split between multiple employees, the full assignment pay will be granted to the employee who works the largest portion of that shift. If a shift is evenly split, the full assignment pay will be granted to the employee working the first portion of the shift. In the event that a 12 hour peak ambulance is deployed, the Department Head is authorized to create procedures to adapt ambulance assignment pay to incent assigned employees. New employees assigned to an ambulance as part of their training are not eligible for Ambulance Assignment Pay. All assignments are at the discretion of the Department Head.
- G. The assignment of "Fire and Life Safety Intern" is a specialized function within the Georgetown Fire Department and that assignment involves performing inspections, conducting public education, plan review, fire investigation, writing reports, and taking enforcement actions for the Fire Department. When a member is designated by the Fire Chief or his designee to serve as "Fire and Life Safety Intern" for the Fire Department, that member is entitled to receive \$200.00 per month as assignment pay. The member must actually perform this assignment for more than two weeks per month in order to be entitled to be paid this assignment pay.
- H. Paramedic Credential Pay is a specialized function that is only available to the ranks of Fire Fighter, Paramedic II, and Fire Driver. Employees receiving Paramedic Credential Pay are ineligible to receive Paramedic Certification Pay or Paramedic Assignment Pay. The assigned members shall be compensated at a rate of \$450 per month. Determination of eligibility for Paramedic Credential Pay is made by the Department Head (Fire Chief).

(Ord. No. [2018-73](#), §§ 2—11; Ord. No. 2016-02, §§ 2—8)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN AMENDING SECTION 2.28.210 OF THE CODE OF ORDINANCES RELATING TO ASSIGNMENT PAY AND CREATING “ASSIGNMENT PAY” FOR CERTAIN ASSIGNMENTS WITHIN THE FIRE DEPARTMENT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown adopted Chapter 143 of the Texas Local Government Code for its police and fire departments;

WHEREAS, there are specialized assignments within the Fire and Police Departments that certain fire fighters and certain police officers perform that are not performed by every fire fighter or every police officer;

WHEREAS, § 143.042 of the Texas Local Government Code states that the governing body of a municipality may authorize assignment pay for fire fighters or police officers who perform specialized functions in the Fire or Police Department; and

WHEREAS, § 143.042 (c) of the Texas Local Government Code requires that the governing body must set forth in an ordinance the amount of assignment pay and the conditions under which it is to be payable to members of the Fire and Police Department;

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

Section 1. The matters and facts set forth in the preamble are hereby found to be true.

Section 2. Section 2.28.210 of the Code of Ordinances is hereby amended and restated as shown on Exhibit A attached hereto.

Section 3. 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. All other ordinances, section, or parts of ordinances heretofore adopted by the City of

Georgetown in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

Section 6. 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.

CITY OF GEORGETOWN

Josh Schroeder, Mayor

ATTEST:

APPROVED AS TO FORM:

Robyn Densmore, City Secretary

Skye Masson, City Attorney

EXHIBIT A

Sec. 2.28.210. - Assignment Pay

A. The assignment of "Professional Development & Safety Chief" is a specialized function within the Georgetown Fire Department and that assignment involves oversight, coordination, development and implementation of the Fire Department's safety, medical and fire services training program; maintaining skills and abilities that promotes individual and organizational compliance to local, regional, State and National guidelines; and coordinate all training programs and related equipment for the Fire Department. There will be only one member of the Fire Department who may be assigned to serve as " Professional Development & Safety Chief" at any one point in time. When a member is designated by the Fire Chief or his designee to serve as " Professional Development & Safety Chief" for the Fire Department, that member is entitled to receive \$350.00 per month as assignment pay. The member must actually perform this assignment for more than two weeks per month in order to be entitled to be paid this assignment pay.

B. The assignment of "Training Specialist" is a specialized function within the Georgetown Fire Department and that assignment involves oversight, coordination, development and implementation of the Fire Department's medical and/or fire services training program. When a member is designated by the Fire Chief or his designee to serve as "Training Specialist" for the Fire Department, that member is entitled to receive \$200.00 per month as assignment pay. The member must actually perform this assignment for more than two weeks per month in order to be entitled to be paid this assignment pay.

C. The assignment of "Specialty Operations Chief" is a specialized function within the Georgetown Fire Department and that assignment involves the oversight, coordination, and training for the Specialty Teams that include Swift Water, Haz-Mat, Rope Rescue, Dive Team, Wildland and any other assigned responsibilities. Additional responsibilities include the development, coordination and integration of "specialty operation" functions into the Truck Company positions. There will be only one member of the Fire Department who may be assigned to serve as "Specialty Operations Chief" at any one point in time. When a member is designated by the Fire Chief or his designee to serve as "Specialty Operations Chief" for the Fire Department, that member is entitled to receive \$350.00 per month as assignment pay. The member must actually perform for more than two weeks per month in order to be entitled to be paid this assignment pay.

D. The assignment of "EMS Quality Assurance Field Trainer" is a specialized function within the Georgetown Fire Department and that assignment involves educating/training the employees in the EMS responsibilities; maintaining skills and abilities that promotes compliance to local, regional, State and National guidelines; and coordinate all EMS training programs and related equipment for the Fire Department. There will be only three members of the Fire Department who may be assigned to serve as "EMS Quality Assurance Field Trainer" at any one time. When a member is designated by the Fire Chief or his designee to serve as "EMS Quality Assurance Field

Trainer" for the Fire Department, that member is entitled to receive \$200.00 per month as assignment pay. The member must actually perform this assignment for more than two weeks per month in order to be entitled to be paid this assignment pay.

E. The assignment of "Logistics Officer" is a specialized function within the Georgetown Fire Department and that assignment involves technical administrative and functional work to meet the logistical needs of the Fire Department; responsible for coordinating the procurement and maintenance of department assets; serves as coordinator for department stock and supply operations, fleet services, facility and grounds; assists with technical programs including radios, maps, hydrants and other necessary supply and support aspects for the Fire Department. There will be only one member of the Fire Department who is assigned to serve as the "Logistics Officer" at any one point in time. When a member is designated by the Fire Chief or his designee to serve as "Logistics Officer" for the Fire Department, that member is entitled to receive \$300.00 per month as assignment pay. The member must actually perform this assignment for more than two weeks per month in order to be entitled to be paid this assignment pay.

F. Ambulance Assignment Pay is only available to employees at the rank of Fire Fighter assigned to work a 24 hour shift assigned to an ambulance/TRV. The assigned member will be compensated at a rate of \$25 per 24 hour shift. If a shift is split between multiple employees, the full assignment pay will be granted to the employee who works the largest portion of that shift. If a shift is evenly split, the full assignment pay will be granted to the employee working the first portion of the shift. In the event that a 12 hour peak ambulance is deployed, the Department Head is authorized to create procedures to adapt ambulance assignment pay to incent assigned employees. New employees assigned to an ambulance as part of their training are not eligible for Ambulance Assignment Pay. All assignments are at the discretion of the Department Head.

G. The assignment of "Fire and Life Safety Intern" is a specialized function within the Georgetown Fire Department and that assignment involves performing inspections, conducting public education, plan review, fire investigation, writing reports, and taking enforcement actions for the Fire Department. When a member is designated by the Fire Chief or his designee to serve as "Fire and Life Safety Intern" for the Fire Department, that member is entitled to receive \$200.00 per month as assignment pay. The member must actually perform this assignment for more than two weeks per month in order to be entitled to be paid this assignment pay.

H. Paramedic Credential Pay is a specialized function that is only available to the ranks of Fire Fighter, Paramedic II, and Fire Driver. Employees receiving Paramedic Credential Pay are ineligible to receive Paramedic Certification Pay or Paramedic Assignment Pay. The assigned members shall be compensated at a rate of \$450 per month. Determination of eligibility for Paramedic Credential Pay is made by the Department Head (Fire Chief).

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

SUBJECT:

Consideration and possible action to **formally cancel** the **City Council Workshop** and **Regular meetings** that would fall on **December 22, 2020**, the **fourth Tuesday** of **December** -- Robyn Densmore, City secretary

ITEM SUMMARY:

The regular schedule of meetings for the Georgetown City Council is the second and fourth Tuesday of each month. Historically, the second meeting in December is cancelled due to its proximity to the holiday season.

FINANCIAL IMPACT:

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SUBMITTED BY:

Robyn Densmore, City Secretary