Notice of Meeting of the City Council of the City of Georgetown, Texas June 23, 2026

The Georgetown City Council will meet on June 23, 2026 at 12:00 PM at Council and Court Building, 510 W. 9th Street.

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.

Policy Development and Discussion - Workshop

1.A FY2027 City of Georgetown Workshop Budget and Tax Rate
Overview, discussion, and feedback regarding the FY2027 City of Georgetown Budget and Tax Rate -- David Morgan, City Manager.

Executive Session

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

2.A Executive Session 06.23.2026

Sec. 551.071: Consultation with Attorney

Advice from the 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
- Austin Avenue Bridges
- Patience Ranch
- Deliberation regarding the condemnation case pending in County Court at Law #5 under Cause No. 23-1593-CC5

Sec.551.072: Deliberations about Real Property

- 8th and Forrest
- Deliberation regarding acquisition of two properties commonly identified as 903 Riverhaven Drive, Georgetown, TX 78626
- Deliberation regarding acquisition of water line easements across properties along a selected water transmission line route, from the City's East Intake Site at 1000 CR 409 in Taylor, Texas to the proposed landing/storage site on CR 141 near FM 972 in Georgetown, Texas, and extending to a connection point near the intersection of SH 195 and Ronald Reagan Blvd. in Georgetown, Texas, as part of the Georgetown Regional Water Initiative Project.

- Deliberation regarding acquisition of water line easements across properties owned by K29 Investments, LLC; Duncan Lee Forest, and Middlebrook, LTD and near the northwest corner of SH 29 and Kauman Loop, Liberty Hills, Texas 78642, as part of the Braun EST to Ronald Reagan Water Line Improvement Project.
- Deliberation regarding possible donation to the City of property identified with WCAD Property ID R505405, and located at 32301 Ronald Reagan Blvd., Georgetown, TX 78633.

Sec. 551.087: Deliberation Regarding Economic Development Negotiations

- Lost Mine Peak
- Project Blue Skies
- Project Vista Prism

Regular Session - This portion of the meeting will begin no earlier than 6:00 pm.

3.A Call to Order 06.23.2026
Pledge of Allegiance
Recognitions
Actions out of Executive Session

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. If you wish to speak for six minutes, it is permissible to use another requestor's granted time to speak. No more than six minutes for a speaker may be granted. The requestor granting time to another speaker must also submit a form and be present at the meeting.

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@georgetowntexas.gov.

4.A Public Wishing to Address 06.23.2026
At the time of posting no one has signed up to speak.

Statutory Consent Agenda

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

5.A Council Minutes 06.08.2026 and 06.09.2026

Consideration and possible action to approve the minutes of the Special City Council meeting held on June 8, 2026, and the regular City Council meeting held on June 9, 2026 -- Robyn Densmore, City Secretary

5.B Resolution - ETJ Disannexation - Trinity Constructors, Inc. - 38.11 Acres
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 38.11 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcels R009966 and R599492 and owned by Trinity Constructors, Inc -- Michael Charles, Real Estate Services Coordinator

5.C Appointment of Brown to Arts and Culture Advisory Board
Consideration and possible action to confirm the appointment of Denise Brown to the Arts and Culture Advisory Board to fill a vacancy -- Mayor Josh Schroeder

5.D Police K-9 Release Agreement
Consideration and possible action to approve a Police K-9 Adoption and Release Agreement transferring ownership of a police canine who has reached the end of working life -- Cory J. Tchida, Chief of Police

5.E Airport Fuel Contract Award
Consideration and possible action to approve an annual agreement between the City of Georgetown and Avfuel for Airport Fuel with an annual not to exceed amount of $5,000,000.00 and to authorize the City Manager to execute renewals of the agreement for up to four additional one-year terms with the same terms and conditions for a total five-year contract not to exceed amount of $25,000,000.00 -- Matthew Sommerfeld, Airport Manager, and Eric Johnson, Public Works Director

5.F Georgetown PID Administration - P3Works, LLC Consulting Agreement
Consideration and possible action to authorize execution of contract no. 26-XXXX-CC with P3 Works, LLC, and an initial task order, to provide public improvement districts administrative services, for a one-year term, with up to four additional one-year renewal terms by mutual agreement -- Angela McBride, Special Districts Coordinator

5.G Contract with A&L Solutions for services of a Mental Health Clinical Advisor to the Georgetown Fire Department and Police Department
Consideration and possible action to approve a contract with A&L Solutions for Mental Health Services for first responders and support staff with the Georgetown Fire Department and Georgetown Police Department for an annual amount not to exceed $100,000.00 and to authorize City Manager to execute renewals of the agreement for up to four additional one-year terms with the same terms and conditions for a total 5-year contract not to exceed amount of $500,000.00 -- Laura Maloy, Director of Human Resources

5.H Fourth Amendment to Task Order PDC-23-001 with Pape Dawson Consulting Engineers, Inc, for Professional Services re: Memorial Dr Improvements and Wolf Ranch Pkwy Project
Consideration and possible action to approve the Fourth Amendment to Task Order

PDC-23-001 with Pape Dawson Consulting Engineers, Inc, for professional services related to the Memorial Dr Improvements and Wolf Ranch Pkwy Project in the amount of $157,995.00 -- Wesley Wright, P.E., Systems Engineering Director, and David Herzog, CIP Manager

5.I Task Order CDM-26-002 San Gabriel Wastewater Treatment Plant Reclaim System Improvements Project

Forwarded from the Georgetown Water Utility Advisory Board (GWUAB): Consideration and possible action to approve Task Order CDM-26-002 with CDM Smith, Inc., for professional services related to the San Gabriel Wastewater Treatment Plant Reclaim System Improvements Project in the amount of $658,808.00 -- Wesley Wright, P.E., Systems Engineering Director

5.J Construction Contract with SSP Industries for North Lake Water Treatment Plant Zebra Mussel Mitigation Project

Forwarded from the Georgetown Water Utility Advisory Board (GWUAB): Consideration and possible action to award a contract with SSP Industries, LP, of Killeen, Texas, for Georgetown North Lake Water Treatment Plant Zebra Mussel Mitigation project in the amount $2,038,783.00 -- Wesley Wright, P.E., Systems Engineering Director, David Herzog, CIP Manager

5.K Construction Contract for Dan Williams Company for the Williams Drive Mobility Enhancement Project

Consideration and possible action to award a construction contract to Dan Williams Company, of Austin, Texas for the construction of the Williams Drive Mobility Enhancement Project in the amount of $6,242,265.40 -- Wesley Wright, P.E., Systems Engineering Director

5.L Third Amendment to Task Order RPS-23-002 to Tetra Tech, Inc.

Consideration and possible action to approve a Third Amendment to Task Order RPS-23-002 to Tetra Tech, Inc. for professional engineering services related to the design of Williams Drive Access Management, Illumination, and Shared Use Path/Slip Lane in the amount of $672,913.00 -- Wesley Wright, PE, Systems Engineering Director

5.M VMware Cloud Foundation Annual Renewal

Consideration and possible action to approve the annual renewal of VMware Cloud Foundation maintenance and support through Waypoint Technologies in the amount of $388,567.04 -- James Davis, IT Manager-Operations, and Greg Berglund, Assistant IT Director

5.N Early Renewal of Microsoft Enterprise Agreement

Consideration and possible action to approve a three-year early renewal of the Microsoft Enterprise Agreement with Microsoft Corporation for Microsoft software and services in the amount of $2,847,487.86 and to authorize the City Manager to negotiate and execute the Agreement and any additional agreements with the reseller -- Greg Berglund, Assistant IT Director

5.O Second Reading - 2026-2-REZ - 1112 W University Ave

Second Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 0.276 Acres, C. Stubblefield Sur, from the Residential Single-Family (RS) zoning district to the Local Commercial (C-1) zoning district, for the property generally located at 1112 West University Ave, Georgetown, TX 78628 (2026-2-REZ) -- Anish D'Souza, Associate Planner

5.P Second Reading - Amending Section 3.01.220 of the City Code re: Overtime Pay Exceptions for Eligible Non-exempt Employees
Second Reading of an Ordinance to amend Section 3.01.220 of the Code of Ordinances of the City of Georgetown relating to overtime exceptions for eligible non-exempt employees -- Wayne Nero, Assistant City Manager

Legislative Regular Agenda

6.A First Reading - 2025-8-ANX - 3500 FM 971
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, 46.99 acres of City of Georgetown owned property situated in the Joseph Berry Survey, Abstract No. 63, to be known as the Pecan Branch Water Reclamation Facility, as the Public Facility (PF) zoning district, for the property generally located at generally located at 3500 FM 971, Georgetown, TX 78626 (2025-8-ANX) -- Preston Gunn, Planner

6.B First Reading - 2026-8-SUP - 1205 Walnut Street
Public Hearing and First Reading of an Ordinance on a request for a Special Use Permit (SUP) for the specific use of Group Day Care in the Residential (RS) zoning district on the property located at 1205 Walnut Street, bearing the legal description of 0.15 Acres, Part of Block No. 1 of the Snyder's Addition to the City of Georgetown (2026-8-SUP) -- Ryan Clark, AICP, Planning Manager

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 _____, 2026, at _____, and remained so posted for at least three business days preceding the scheduled time of said meeting.

_____
Robyn Densmore, City Secretary

City of Georgetown, Texas
City Council
June 23, 2026

SUBJECT:
FY2027 City of Georgetown Workshop Budget and Tax Rate

SUGGESTED ACTION:
Overview, discussion, and feedback regarding the FY2027 City of Georgetown Budget and Tax Rate -- David Morgan, City Manager.

ITEM SUMMARY:

Staff will provide an overview of the year-end projections for FY2026, and the draft budget for FY2027. Highlights include sales tax, property tax, and utility rate revenues; new program expenditures; and the 5-year capital plans. The budget can be viewed on ClearGov. This platform allows the financial data to be displayed in easier to read and consistent charts and tables. It also allows users to start at high level information and drill deeper into data. The draft budget workbook can be viewed at the following link:

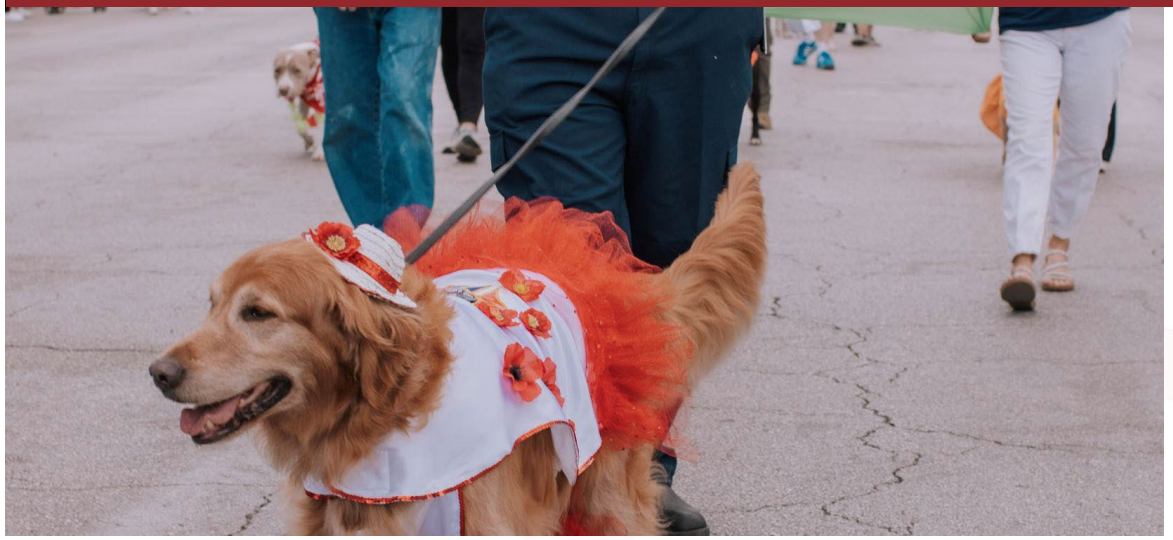
https://city-georgetown-tx-cleardoc.cleargov.com/23663

FINANCIAL IMPACT:

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
FY27 Budget - Council Workshop Budget 06.17.2026.pdf

FY2027 Budget and Capital Improvement Plan: Council Workshop



Purpose – Provide Feedback to City Management on Budget Themes and Priorities

- Discuss budget pressures, context, focus areas and council goals
- Provide detail on budget planning
- Receive Council feedback prior to submission of the City Manager proposed budget on August 11
- Provide next steps in budget development and review process

Budget Context and Pressures

Context for FY2027 Budget Development

- **Managed Growth:** Slower recent growth, but the city continues to feel the impacts of the past decade of rapid expansion.
  - Plateau of property tax and sales revenues
  - Continued increase in operational expenses
- **Record Infrastructure Investment:** Large focus on capital investment in roadways, utilities, and park facilities.
- **Alignment with Council Goals and Public Engagement Feedback:** The priority of the proposed budget is focused on managing growth with an ***emphasis on public safety, roads, and water resource development***.

FY2027 Key Budget Themes

1. Public Safety Resource Investment
2. Strategic Infrastructure Investment
3. Reliable Service Delivery
    1. Incorporates feedback from citizen survey – public safety, transportation initiatives, and long-term sustainable growth
4. Investing in our People
5. Continued Strong Fiscal Stewardship
6. Address Financial Trends in Current Economy
    1. Adjusting to dampened property tax and sales tax revenue trends
    2. Conservative planning for PILOT growth and timing of new Very Large Industrial and Commercial (VLC&I)

1. Public Safety Resource Investment

- Market compensation increases for fire and police staffing
- Design, construction and staffing of new fire station 8 will improve emergency response in growing areas.
- Additions to Patrol and Detectives to address:
  - Workload and response times
  - Expand proactive policing and crime prevention effort
  - Reduce individual case loads
  - Improve investigation quality and capacity for complex crimes
- Continued coordination with Emergency Services District (ESD) 8 and GISD ensures alignment across jurisdictions and services.

2. Strategic Infrastructure Investment

- ***The majority of the proposed FY2027 budget is focused on infrastructure investment.***
- Significant progress on road bond and intersection projects, improving traffic flow and safety.
- Long-term water planning ensures a reliable supply while meeting today's demand.
- Georgetown Electric and Water continued commitment to system expansion and maintenance.
- Investments in neighborhood park features and updates to aging amenities support community health and enjoyment.

3. Reliable Service Delivery

Recent Citizen Survey Results:

- Georgetown sets the standard for services
  - Georgetown rates 38.8 points higher than the state average for quality of services
  - The City rated higher in 47 of the 49 benchmarking areas than national/state averages
- Perceptions of the City are high
  - 90% of respondents indicated "very satisfied" or "satisfied" with Georgetown as a place to live; 40 points higher than the state average
- Strong customer service
  - 72% of respondents said they received excellent or good service when contacting the City on an issue
- Priorities for Improvements: Traffic flow, economic development opportunities, and water resource development

3. Reliable Service Delivery

- Residents enjoy high reliability in water and electric utility services with investments in maintenance.
- Initiatives like **AskGTX** enhance customer service allowing residents to ask questions, make requests, and stay engaged.
  - Over 5,000 tickets submitted by citizens
  - 15,000+ interaction with askGTX ambassadors, phone calls, tickets, and emails
  - 75,000+ knowledge base views
  - Approximately 3,00 mobile app downloads
- **rideGTX** provides enhanced local mobility options that improve access to key areas and services.
  - 15,000 rides
  - Over $250K in vouchers

4. Investing in Our People

- We continue to focus on being an employer of choice by maintaining strong compensation and benefits.
- Training and development programs continue to be funded and prioritized.
- Compensation and Benefits
  - Average merit pay increase of 3% and market review for all non civil services employees ($2.2M)
  - Funding step and market plan for civil service/public safety ($2.2M)
    - Fire staffing recieving 7-10% pay increases as well as enhancments to certification and assignment pay
    - Police staffing receiving 7-10% pay increases
  - 7% increase in the City's medical insurance contribution
    - Healthy reserve levels in Self Insurance Fund

5. Strong Financial Stewardship

- Our budget approach includes conservative financial forecasting of revenues, and sustainable reductions in expenses.
- The city maintains healthy reserves consistent with our financial policies to weather uncertainties.
- Georgetown holds a **AAA bond rating** for the General Fund and a **AA+** for utility revenue bonds—both affirming strong financial management.

6. Address Financial Trends in Current Economy

Expenses growth outpacing revenue growth

- Impact of multi-year staffing increases
- Increase in technology costs and support
- Competitive public safety compensation

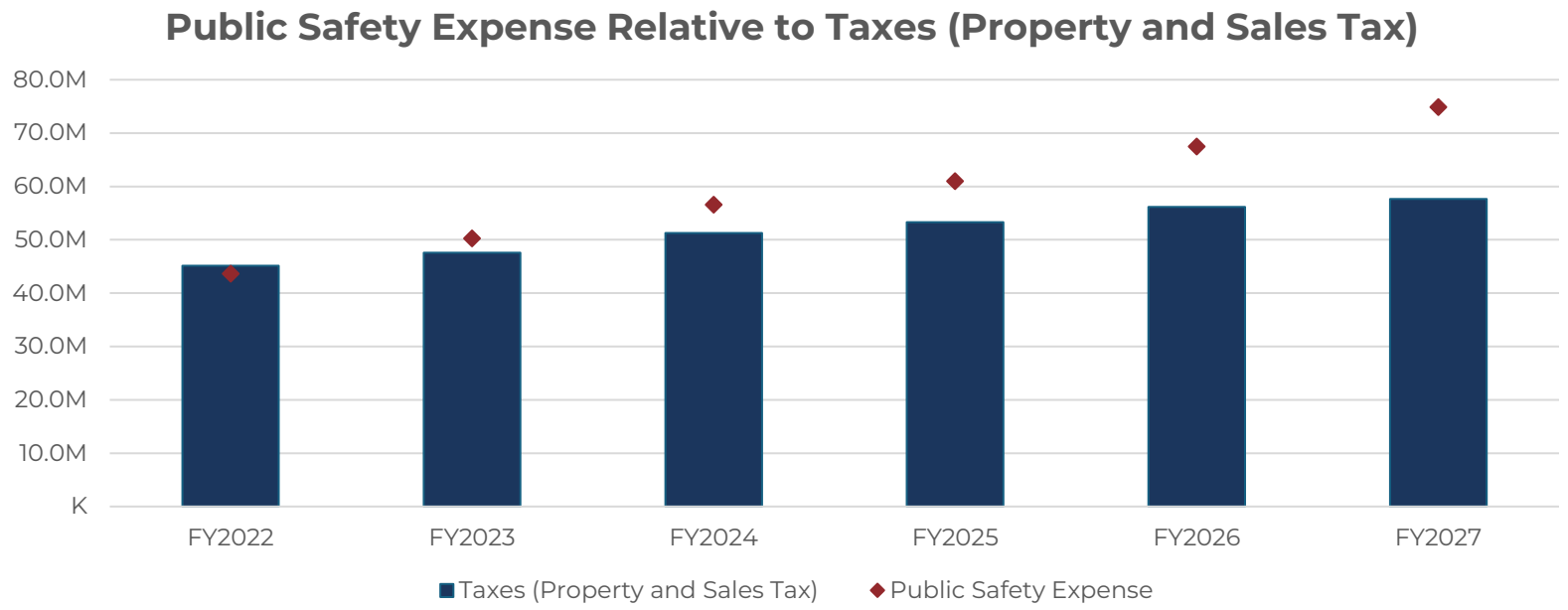
Major Revenues

- Property tax – trend of slower growth compared to previous years
- Sales tax – change in retail sector sales

Retail Sector	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026 Year-to-date
Total Retail	16,028,388	22,324,925	27,032,113	26,200,051	28,549,041	30,544,278	15,557,055
% Change From Previous Year	-	39%	21%	-3%	9%	7%	8%

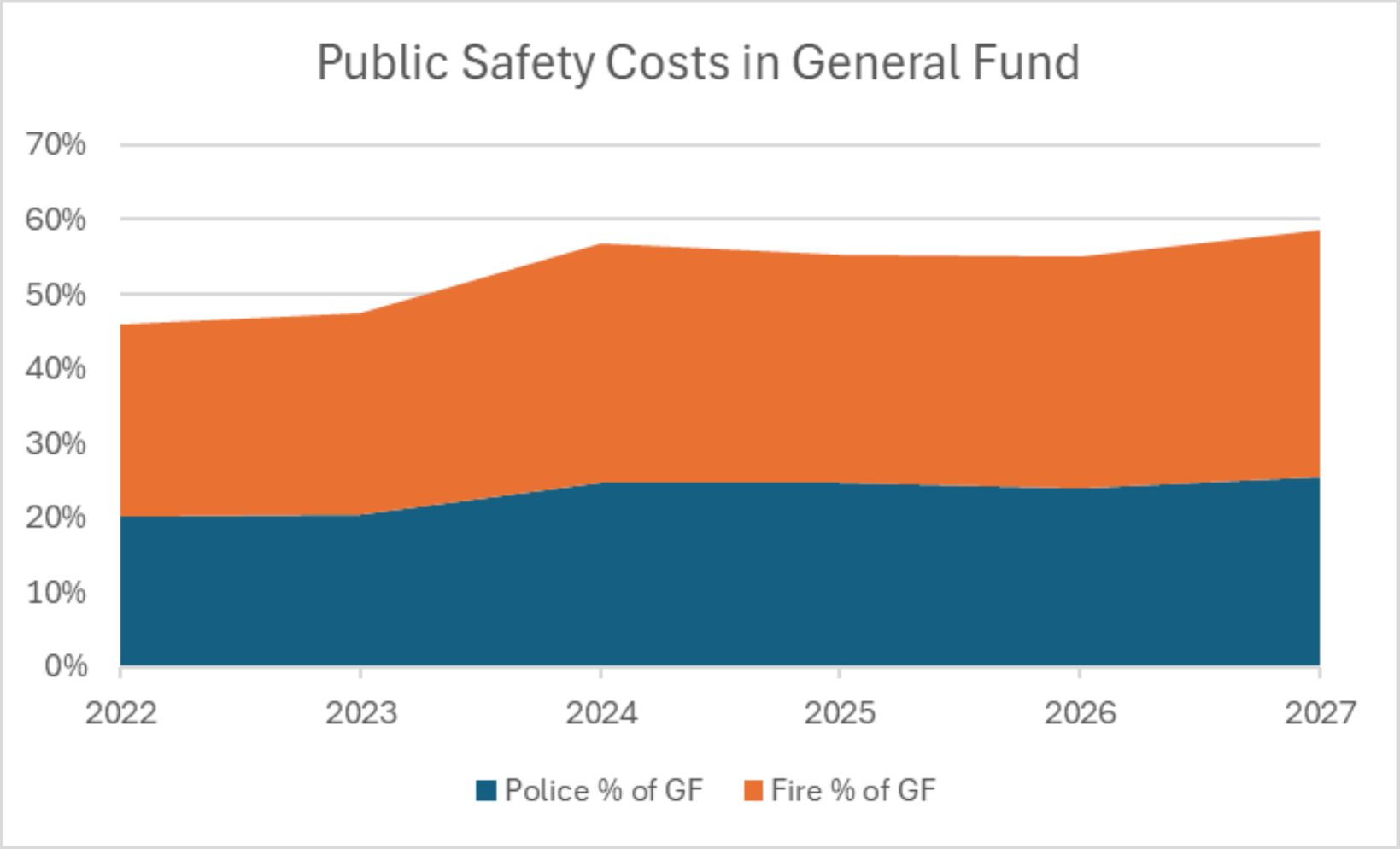
6. Address Financial Trends in Current Economy (cont)

- Public Safety – Increased costs outpacing major revenue sources (property and sales tax)
- Annual market adjustments; adding staffing to address increasing response times and workload



6. Address Financial Trends in the Current Econony (cont)

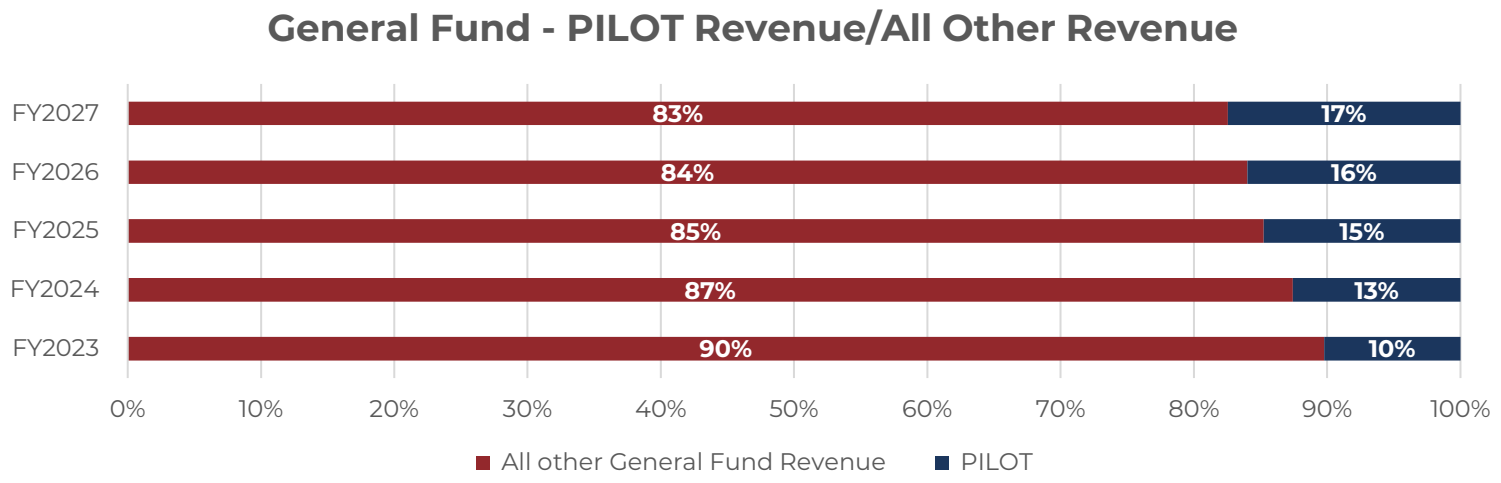
- Expenditure Growth (FY22-27)
  - General Fund Expense:
    - 24% increase
  - Police Expense:
    - 56% increase
  - Fire Expense:
    - 61% increase



6. Address Financial Trends in Current Economy (cont)

Volatility in Payment In Lieu of Taxes (PILOT) from city owned utilities

- General Fund:
  - 17% of total revenue
  - Mitigate risk through revenue stability reserve - $7.7M (8%)



6. Address Financial Trends in Current Economy (cont)

Volatility in Payment In Lieu of Taxes (PILOT) and Franchise Fees from city owned utilities

- FY2027 PILOT includes impact of proposed rate increases ($950K recurring)
- Electric Utility:
  - Electric Very Large Commercial and Industrial (VLC&I) – unpredictable ramp up schedules can significantly impact the General Fund
  - Mitigate risk through risk management policies
  - Conservative forecast – discount consumption on anticipated new VLC&I customers
- Water Utility:
  - Hot and dry weather versus mild and rainy weather can significantly impact consumption and General Fund

Budget Development Workshops with Council

- January 13 — Debt summary; Council Goals update; FY2026 Capital Improvement Plan; Roll Forward Amendment
- January 27 — Fire update
- Feb 10 — Police update
- March 24 — Water Capital Improvement Plan; Library Long Range Plan
- April 14 — Electric Capital Improvement Plan; 2025 Mid-Year Budget Amendment;
- May 12 — Parks Capital Improvement Plan; Tree Fund Strategy; Facilities Capital Improvement Plan; Bond Election Planning/Multi Year Review; Water Resource Planning
- May 26 — Water Cost of Service; Stormwater Cost of Service
- June 09 — Solid Waste Cost of Service

Preliminary Draft Budget

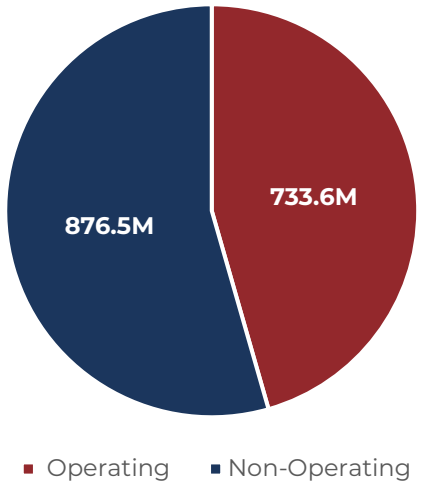
- City Manager Proposed Budget will be presented on August 11
- Today's version is a work in progress and intended to review with Council for alignment
  - Allows Council to provide feedback to shape City Manager's proposed budget
- Workbook format provides detail for transparency
  - Funds and line-item detail for current and proposed budgets
  - Utilizing ClearGov system, dynamic and drillable
  - All iterations of the budget will be accessible to the public; Workshop, Proposed, Adopted, and Amended
  - Impoved visibility of allocations within department functions

Budget Focus and Planning

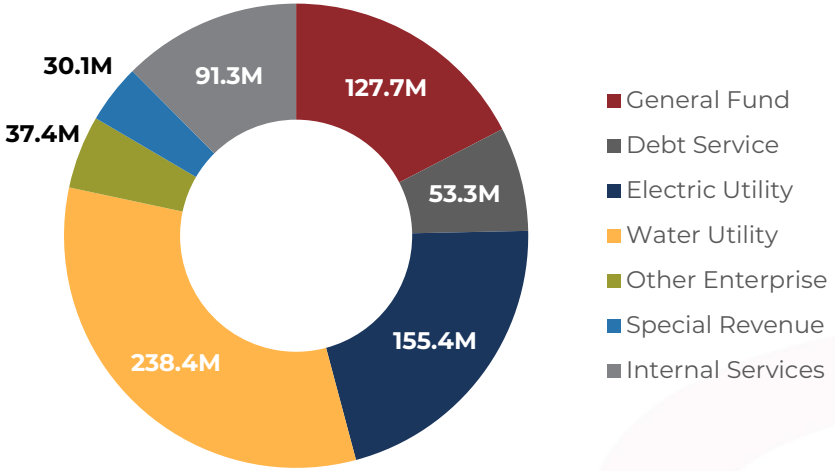
FY2027 Total Budget

- City Manager Draft Budget totals $1.61B

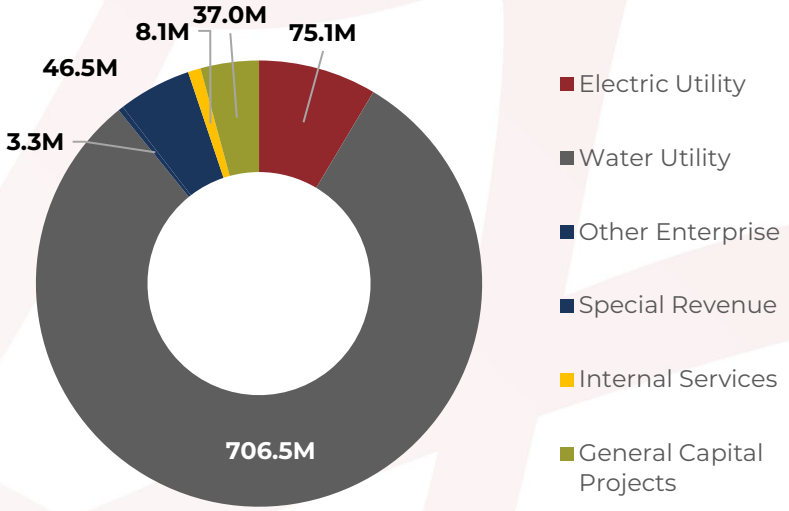
Total Budget - $1.61 Billion



Operating Budget - $733 million



Non-Operating Budget - $876 million



FY2027 Total Budget - Base Budgets

- Existing operating staffing, supplies, maintenance and costs
    - Includes increases in contracts and commodities – ex. increased software contracts, chemicals, janitorial and landscaping services
    - Full year of salaries for new positions added at mid-year to address growth
- Capital Improvements – plans for major projects in streets, facilities, parks, water/wastewater, electric
- Debt Service – principal and interest payments on previously issued debt

FY2027 Total Budget - Base Budgets (Operating)

- General Fund
  - To address systemic pressures, staff analyzed a three-year history of actual expenses. Departments found approximately $2M in savings that is reflected in FY2026 projections ($1M) FY2027 base budget (840K) to contribute to a sustainable balanced budget.

Account	FY2026 Reduction	FY2027 Reduction
Postage & Freight	(11,822)	(6,135)
Food	(16,945)	(11,782)
Insurance Expense	-	(564)
Election Expense	(3,000)	-
Uniform Expense	(7,884)	(76,388)
Recruitment Expense	(12,705)	(12,515)
Other Miscellaneous Expense	700	-
Travel Expense	(13,179)	(24,465)
Training Expense	(15,077)	(36,330)
Publishing & Printing	(4,200)	(1,166)
Marketing & Promotional	(56,348)	(64,424)
Contractual Services	(166,073)	(73,847)
Professional Services	(100,000)	-
Subscriptions	(210,466)	(84,786)
Contracts & Leases	(100,152)	(108,065)
Telephone	(29,549)	(39,606)
Employee Recognition	(535)	(2,923)
Office Supplies	(11,252)	(11,148)
Educational Supplies	(1,391)	(3,482)
Books and Periodicals	(500)	(200)
Arts & Crafts Supplies	(212)	(1,500)
Operational Supplies	(105,175)	(171,892)
Janitorial Supplies	(2,035)	(952)
Maintenance Expense	(139,096)	(106,491)

FY2027 Total Budget - Base Budgets (Operating)

- General Fund
  - In FY2027 the joint services allocation, which was previously rolled up in General Government Contracts, was broken out and shifted to each cost center. You will see in increase in many cost centers and a decrease in General Government Contract from FY2026 to FY2027 as a result.

Cost Center	FY2027 Allocation
100: 311 Call Center	75,123
100: Animal Services	35,630
100: Code Compliance	91,149
100: Downtown, Arts & Events	67,087
100: EMS	208,830
100: Development Administration	24,444
100: Fire Emergency Services	1,334,862
100: Fire Support Services/Administration	279,987
100: Garey Park	155,783
100: Inspection Services	179,955
100: Library	478,574
100: Municipal Court	60,480
100: Non-Departmental	1,362,277
100: Parks	231,918
100: Parks Administration	115,921
100: Planning	161,654
100: Police Administration	61,634
100: Police Operations	1,354,366
100: Public Works	1,389,295
100: Recreation	678,802
100: Streets	318,413
100: Tennis Center	44,942
100: Transportation Planning	36,923
Total	**8,748,050**

FY2027 Total Budget - Base Budgets (Operating)

- Technology Allocation (impact all funds)
    - There was an update to the technology allocation to better reflect the true cost of the Information Technology Fund. There are some greater variances from FY2026 to FY2027.

FY2027 Total Budget – New Programming (Operating)

- New staffing, program funding to address growth, risk management, or to maintain current service levels
  - 39.5 new positions
  - Details on new programs and FTEs in department section of presentation

FY2027 New FTEs by Fund	FTEs
Electric Services	11.00
General Fund	14.00
Information Technology Fund	2.00
Joint Services	7.00
Stormwater Services	4.00
Tourism	0.50
Water Services	1.00
Grand Total	**39.50**

FY2027 Total Budget (Non-Operating)

- $876M investment in capital infrastructure
- Debt supported through:
  - Property tax (GO bond)
  - Sales Tax/Fees for services (CO bond)
  - Utility rates (Revenue bond)
    - Water: 4% base and 14% volumetric rate increase
    - Wastewater: 12% base rate increase
    - Electric: No rate increase
    - Solid Waste: 5% residential and 8% commercial rate increase
    - Stormwater: $1.50 monthly rate increase
- Five-year modeling to forecast future debt needs and rate pressure

FY2027 Capital Improvement by Fund	Total
Electric Utility	75,065,612
General Capital Projects	37,045,000
Internal Services	8,097,000
Other Enterprise	3,320,000
Special Revenue	46,500,000
Water Utility	706,513,962
Grand Total	**876,541,574**

Budget Workbook

ClearGov digital book contents

- Transmittal Letter – summary highlights
- Fund Summaries – Governmental reporting structure
  - Revenues for 2026 and 2027
  - Expenses for 2026 and 2027, including Service Level Requests
  - Ending fund balance and reserves
- Departments
  - Personnel summary and changes
  - Line-item detail
- Capital Improvements
- Debt
- Reference

Budget Review

- We will walk through the variances between FY2026 projections and FY2027
  - Increases due to growth/demands
  - New requests currently included
  - Other variances

Government Budget/Accounting Refresher

- Funds are the City's reporting structure
- Each fund is self-balancing and represents a related set of accounts, and include assets, liabilities, revenue and expenses
- Fiscal and budgetary policy outlines specific requirements for most major funds

Governmental Budget/Accounting Refresher

- General Fund - Primary operating fund of the city, traditional resources associated with city government
  - Public safety, street maintenance
  - Parks, library, administration
  - Funded through sales taxes, fees, property taxes (operating portion) and return on investment from utility funds
- General Debt Service – Property tax supported debt payments or “interest and sinking”

Governmental Budget/Accounting Refresher

- Enterprise Funds – Electric, Water/Wastewater, Solid Waste, Stormwater, Airport
  - Operate more like traditional businesses
  - Rates/Fees are set to recover costs
- Internal Service Funds – Joint Services, Fleet, Facilities, Information Technology, Self Insurance
  - Provide internal support - these overhead costs are allocated out to other funds through formulas based upon demand
- Special Revenue Funds – Required legally, by council order or state law, or for better accounting management
  - Tourism (hotel occupancy tax); street maintenance sales tax; etc.

FY2027 Workshop Budget

FY2027 Workshop Budget Book Link

GENERAL FUND

LINK

General Fund – Key Themes

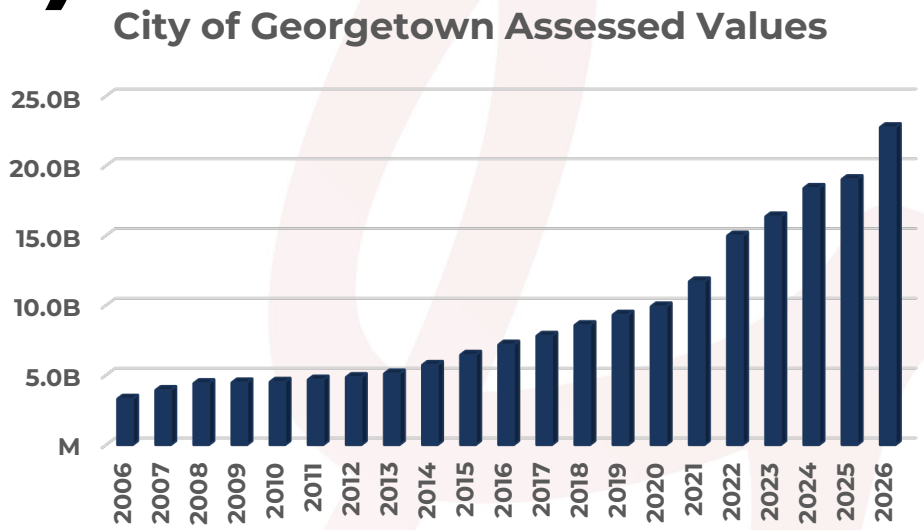
- Slower growth in major revenues with
- Larger growth in PILOT - reflects growth in our utilities and reflects recent rate increases;
- Property tax growth remains strong, however not on pace with previous fiscal years
  - Revised tax rate model assumptions to reflect the current property tax landscape
- Rising costs of public safety to maintain current service levels
- Continuing the three-year staffing plan to open Fire Station 8 in 2028
- Maintaining a conservative financial approach by replenishing available reserve dollars
  - Fully funded 90-day operating contingency
  - Revenue stability reserve funded at 8%
  - Benefit payout reserve funded at $340K

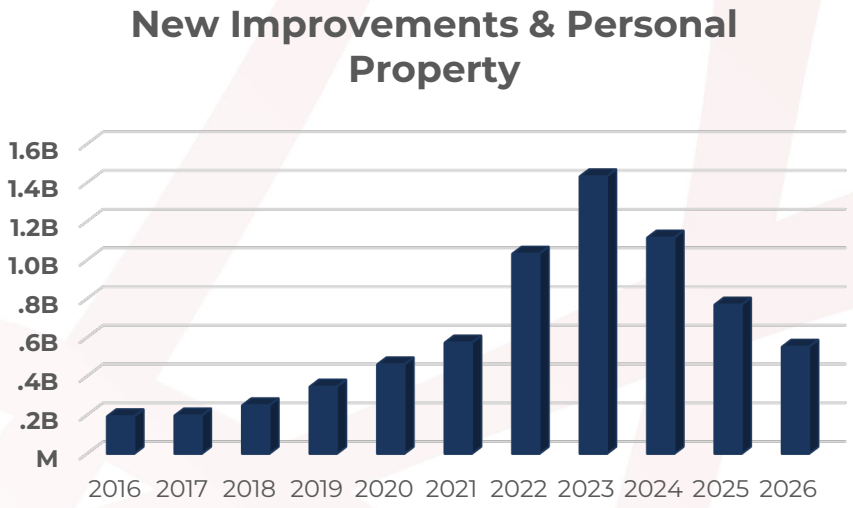
GENERAL FUND - Revenues

LINK

Revenue (General Fund)

- Property Tax rate -
  - Current homestead exemption approved by Council in June 2022 (Greater of $5K or 5%)
- Estimate Average Homestead Taxable Value decreasing from $397,284 to $390,284
- Final Assessed Values available by July 25th
  - Overall AV history for last 20 years
  - New property additions last 10 years



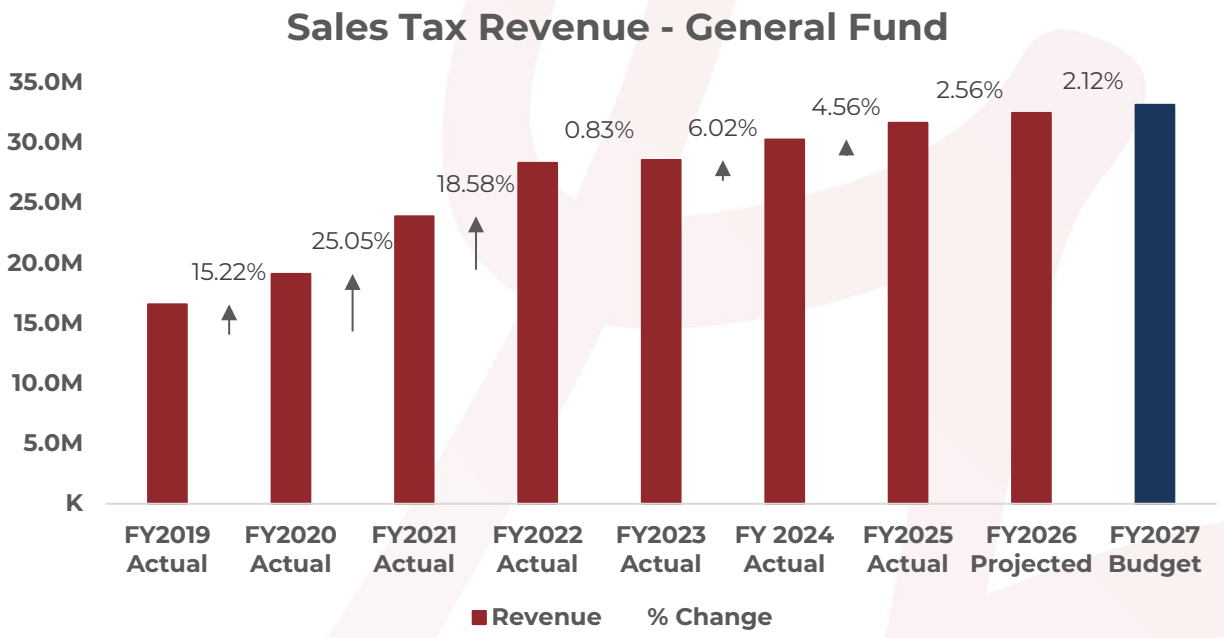


Revenue (General Fund)

- Property Tax rate – will calculate once certified values are received in July
  - FY2026: $23.4M
  - FY2027: $24.5M
    - Anticipate $580M in AV going to the TIRZs
    - $550M in new improvements
- Franchise Fees
  - FY2026: Lower than anticipated in electric franchise fees
  - FY2027: Reflects increases in water/wastewater, stormwater and solid waste utility rates
- Interest Earnings
  - FY2026: $1.41M
  - FY2027: $1.40M

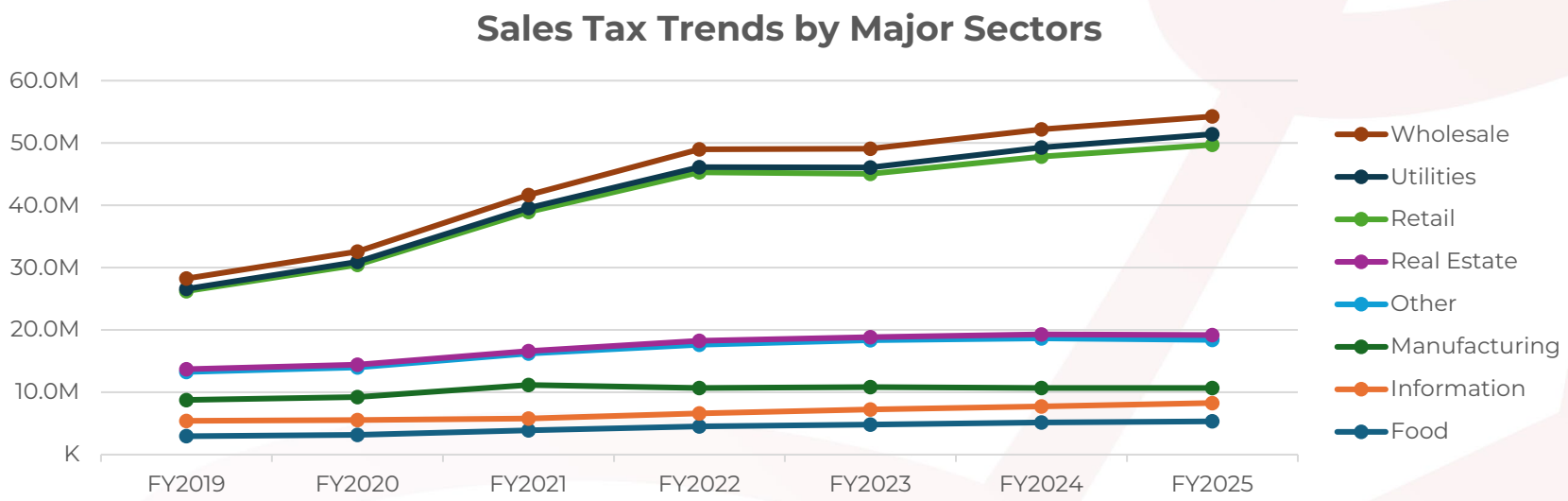
Revenue (General Fund)

- Sales Tax YTD trends and year-end estimates:
  - FY2026 year-end estimate at $32.5M
    - 2.6% increase over FY2025 actuals
  - FY2027 increase estimated at $33.1M
    - 2.1% increase over FY2026 projections
- Revenue Stability Reserve replenished at 8% of General Fund operating expenses
  - $1.4M increase



Revenue (General Fund)

- Sales Tax trends:
  - Major sectors remain steady
  - Growth aligns with past three fiscal years

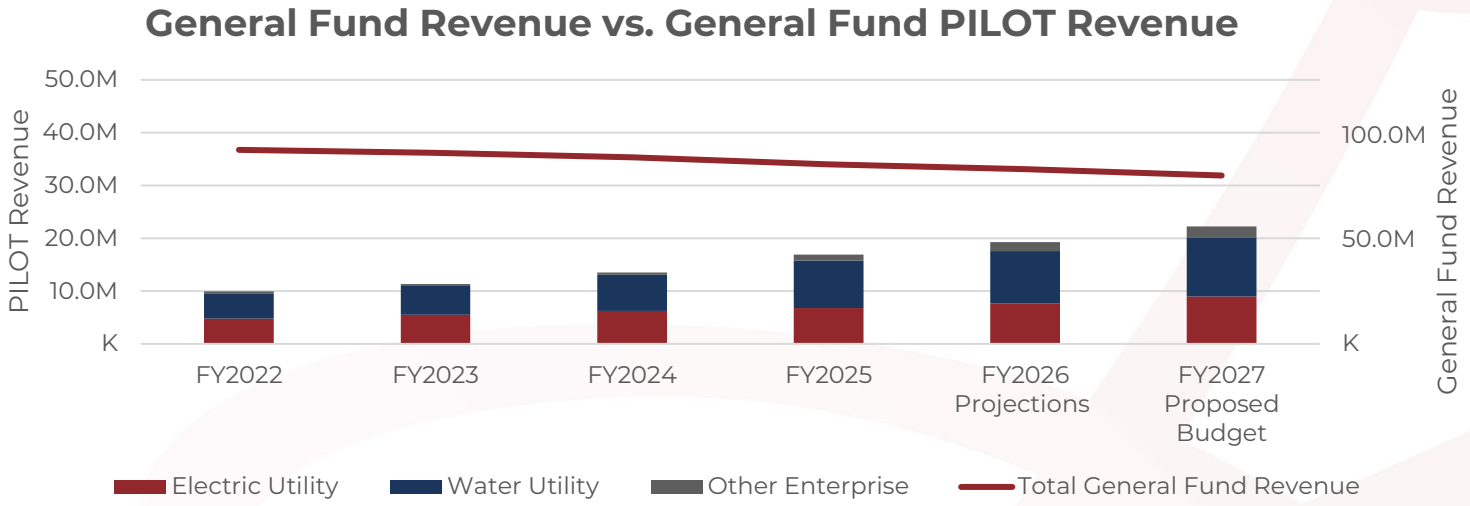


Revenue (General Fund)

- Transfer In
  - FY2027 includes transfers from:
    - Tourism to support Arts and Culture programming
    - Council SRF for portion of facility lease (ILA)
    - Fire Billing SRF for Fire and Safety Specialist (education) and Fire Inspector
- PILOT
  - 3% decrease in FY2026 projections over budget
    - Slower than anticipated ramp up of VLC&I
  - FY2027 PILOT reflects organic growth and discounted ramp up of VLC&I

Revenue (General Fund)

- PILOT – more reliability on PILOT revenue than previous years
  - Organic growth
  - Rate Increases
  - Very Large Commercial and Industrial customers



Non-Departmental

FY2026

- Revenues
  - Projected at 1.3% over budget
    - Electric TXU/PEC franchise revenue is projected 55% over budget
    - Wastewater franchise revenue is projected at 41% over budget
    - Allocated interest is projected at 21% below budget
    - Sales tax is projected at 1% below budget
    - Grant revenue of $694K was not budgeted
  - Overall projected increase of 5.7% compared to FY2025 actuals

- Expenses
  - Made up of transfers out to other funds
    - The transfer out to council was reduced from it's original amount by $1M and will be reflected in the year-end budget amendment

Non-Departmental

FY2027

- Revenues
  - A 6.0% increase compared to FY2026 budget
    - $1.1M or 4.86% growth in property taxes
    - A conservative 1% growth in property tax
    - Franchise revenue is expected to grow by 4.3%
    - PILOT increase by 12.2%
      - native growth
      - Rate increases (water, wastewater, solid waste, and stormwater)
      - Electric, VLC&I ramp ups
    - General fund allocation revenue increase

- Expenses
  - 76.7% decrease compared to FY2026 budget
    - The transfer to council special revenue fund is determined after the annual audit is complete and adjust in the mid-year budget amendment.
- Service Level Requests
  - None

GENERAL FUND - Expenses

LINK

Parks & Recreation

(Parks, Parks Admin, Recreation, Tennis Center, Garey Park)

FY2026

- Revenues
  - Projected at 2.7% under budget
    - Reservation revenue and memberships/passes slightly behind budget
  - Overall projected increase of 11% compared to FY2025

- Expenses
  - Projected at 2.0% under budget
    - Vacancy Savings in several of the cost centers
    - Temp/Seasonal over budget in Recreation by $100K
  - Overall projected increase of 5% compared to FY25

Parks & Recreation

(Parks, Parks Admin, Recreation, Tennis Center, Garey Park)

FY2027

- Revenues
  - A 4.7% increase compared to FY2026 budget
    - Membership/Passes/Admissions

- Expenses
  - 15.1% increase compared to FY2026 budget
    - Increase in technology allocation
    - Increase in vehicle lease and maintenance
    - Joint service allocation shift
    - Increase in pool supplies and utilities for recreation

Parks & Recreation

(Parks, Parks Admin, Recreation, Tennis Center, Garey Park)

- Service Level Requests

FY2027 New FTEs and Programming by Fund	FTE	Total
General Fund		
CC0212 Recreation		
FY2027 SLR-02: Fitness Instructors Pay Increase	-	5,000
CC0212 Recreation Total	**-**	**5,000**
CC0215 Garey Park		
FY2027 SLR-02: Garey Park - Phase II Maintenance	-	35,000
CC0215 Garey Park Total	**-**	**35,000**

Library

FY2026

- Revenues
  - Projected at 7.6% over budget
    - Room rental revenue lower than anticipated
    - Registration fees higher than projected but still lower than last year after fee increase
  - Overall projected decrease of 8.3% compared to FY2025

- Expenses
  - Projected at 2.9 % under budget
    - Vacancy savings
    - Small savings in several spend categories
  - Overall projected increase of 6.8% compared to FY2025

Library

FY2027

- Revenues
  - A 2.1% decrease compared to FY2026 budget
    - Room rental and Misc. revenue lower
- Expenses
  - 17% increase compared to FY2026 budget
    - Increase in technology allocation
    - Joint service allocation shift
    - Increase in facility allocation
    - Market adjustment for salaries
- Service Level Requests
    - Proposed funding by Friends of the Library

FY2027 New FTEs and Programming by Fund	FTE	Total
Library		
CC0210 Library		
FY2027 SLR-11: Audiovisual Upgrades to Classroom	-	17,000
CC0210 Library Total	**-**	**17,000**

Public Works

(Code Compliance, Public Works, Streets, Transportation Planning)

FY2026

- Revenues
  - Projected at $52K over budget
    - Largely driven by insurance proceeds (settlement) in Streets
  - Overall projected increase of 74.5% compared to FY2025

- Expenses
  - Projected at 4.2% under budget
    - Vacancy savings
    - Savings in operational maintenance
    - Exceeds budget for overtime in streets by $103K
  - Overall projected no increase compared to FY2025

Public Works

(Code Compliance, Public Works, Streets, Transportation Planning)

FY2027

- Revenues
  - An 65.8% increase or $13K compared to FY2026 budget
    - Increase in Code Compliance revenue expected

- Expenses
  - 22.9% increase compared to FY2026 budget
    - Increase in technology allocation
    - Increase in vehicle lease and maintenance
    - Joint service allocation shift
    - Transportation planning had one time money in FY2026 for RideGTX; was requested in FY2027 as ongoing

Public Works

(Code Compliance, Public Works, Streets, Transportation Planning)

FY2027

- Service Level Requests

FY2027 New FTEs and Programming by Fund	FTE	Total
CC0802 Public Works		
FY2027 SLR-01: Administrative Assistant	1.0	87,530
FY2027 SLR-02: Project Manager	1.0	215,063
CC0802 Public Works Total	**2.0**	**302,593**
CC0847 Transportation Planning		
FY2027 SLR-01: Public Transit	-	286,000
FY2027 SLR-02: FMP Update	-	50,000
CC0847 Transportation Planning Total	**-**	**336,000**

Public Safety

(Fire support Services, Fire Emergency Services, EMS, Police Admin, Police Operations, Animal Services

FY2026

- Revenues
  - Projected at 4.0% over budget
    - EMS revenue is projected higher than budget
  - Projected increase of 9.8% compared to FY2025 actuals

- Expenses
  - Projected at 1.9% under budget
    - Overtime in Fire Emergency Services is over budget. Partially offset by vacancy savings.
    - Utilities is expense over budget
    - Savings in salary vacancies, cellular data plan in Police Admin and software maintenance and subscriptions in Fire Support
  - Overall projected increase of 7.4% compared to FY2025

Public Safety

(Fire support Services, Fire Emergency Services, EMS, Police Admin, Police Operations, Animal Services

FY2027

- Revenues
  - A 11% increase compared to FY2026 projections
    - Growth in EMS revenue and ESD contract

- Expenses
  - 11.2% increase compared to FY2026 budget
    - Market increase with average of 5% impact for both Police and Fire
    - Increase in overtime to better align with FY2026 projections
    - Decrease in technology allocation
    - Joint service allocation shift to cost center
    - Increase in facility allocation

Public Safety

(Fire support Services, Fire Emergency Services, EMS, Police Admin, Police Operations, Animal Services

FY2027

FY2027 New FTEs and Programming by Fund	FTE	Total
General Fund		
CC0422 Fire Emergency Services		
FY2027 SLR-01: 6 Firefighters	6.0	595,338
FY2027 SLR-02: EMS Sub-station	-	80,400
CC0422 Fire Emergency Services Total	**6.0**	**675,738**
CC0742 Police Operations		
FY2027 SLR-01: Police Officer - Patrol	2.0	263,823
FY2027 SLR-02: Police Officer - Detective & Logistic Technician	2.0	283,143
CC0742 Police Operations Total	**4.0**	**546,967**

Development

(Development Admin, Development Engineering, Planning, Inspection Services)

FY2026

- Revenues
  - Projected at 5.0% under budget
    - Planning fees projected $500K below budget
    - Permit revenue up $150K
  - Overall projected decrease of 2.8% compared to FY2025

- Expenses
  - Projected at 9.9% under budget
    - Vacancy and salary savings
    - Savings in Engineering Services of $100K from plan reviews
    - Operational savings in Consulting – other of $106K
      - Cost savings from Unified Development Code (UDC) update
  - Overall projected increase of 14% compared to FY2025

Development

(Development Admin, Development Engineering, Planning, Inspection Services)

FY2027

- Revenues
  - An 8.5% decrease compared to FY2026 budget
    - Planning fees are budgeted lower to better align with FY2026 projections
- Expenses
  - 5.3% increase compared to FY2026 budget
    - Increase in technology allocation
    - Increase in vehicle lease and maintenance
    - Joint service allocation shift
    - Increase in consulting –planning
    - Market adjustment to salaries
- Service Level Requests
  - None

Administrative Services

(Admin Services, Emergency Management, City Council, City Secretary, General Government Contracts)

FY2026

- Revenues
  - Public Information Requests - $5K
- Expenses
  - Projected at 22.9% over budget
    - Retirement Payout in Admin Services
    - Economic Development agreements $200K over budget (Costco encumbrance – will roll into FY2027)
    - Actual vacancy savings recognized in cost centers
  - Overall projected increase of 21.8% compared to FY2025

Administrative Services

(Admin Services, Emergency Management, City Council, City Secretary, General Government Contracts)

FY2027

- Revenues
  - Public Information Requests $5K
- Expenses
  - 55.7% decrease compared to FY2026 budget
    - Decrease in technology and facilities allocation
    - Market adjustments
    - Joint service allocation moved from General Government Contract to individual cost centers
    - Increase in Economic Development Agreements
      - Wolf Ranch PID - $587K
      - Hillwood - $1.5M
      - Costco - $500K
- Service Level Requests

FY2027 New FTEs and Programming by Fund	FTE	Total
General Fund		
CC0638 General Government Contracts		
FY2027 SLR-01: Strategic and comprehensive plans	-	450,000
CC0638 General Government Contracts Total	**-**	**450,000**

Municipal Court

FY2026

- Revenues
  - Projected at 11% below budget
    - There were some vacancies in the traffic division of the police department resulting in fewer violations/fines being issued
  - Overall projected decrease of 13.2% compared to FY2025

- Expenses
  - Projected at 1.6% under budget
    - Small savings in several spend categories
  - Overall projected increase of 15.2% compared to FY2025

Municipal Court

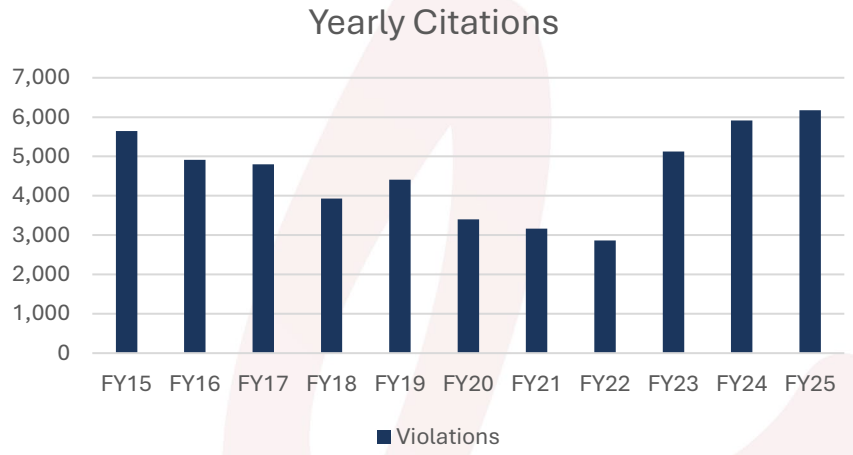
FY2027

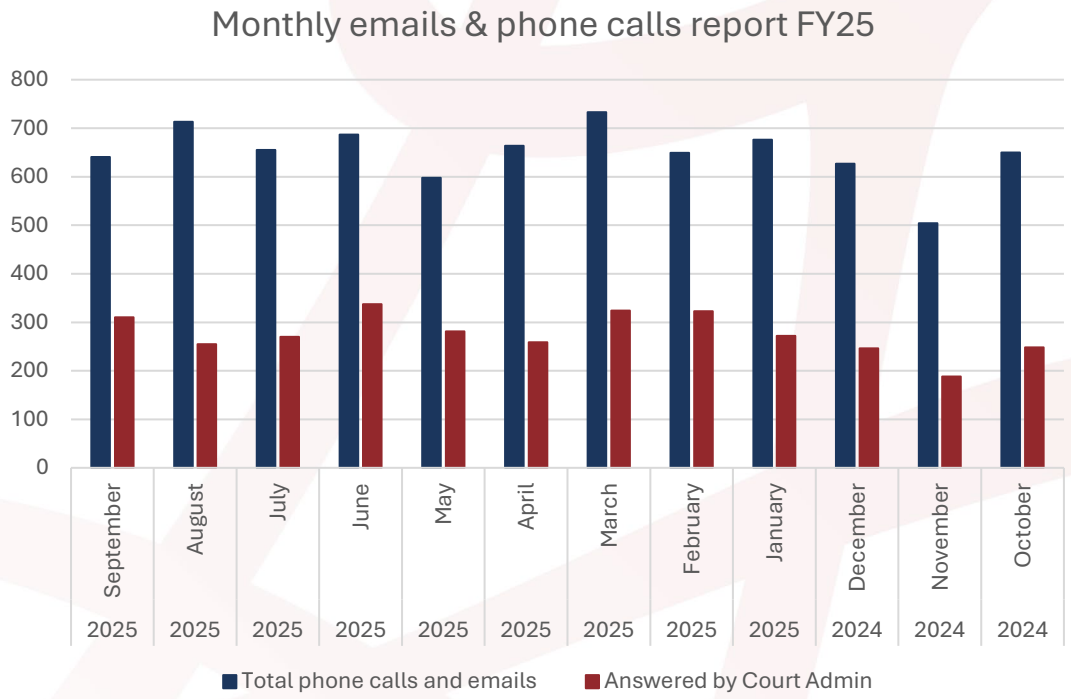
- Revenues
  - 11.3% decrease compared to FY2026 budget
    - This is to better align with FY2026 projections in parking fines and court fines
- Expenses
  - 24.7% increase compared to FY2026 budget
    - Joint service allocation shift

Municipal Court

FY2027

- Service Level Requests
  - Municipal Court Supervisor $97,000
    - Reinstating this position will allow the Court Administrator to spend more time on manager-level responsibilities such as technology and process improvements and less time answer customer calls/emails.





Downtown Arts & Events

FY2026

- Revenues
  - Projected at 51.5% or $25K above budget
    - Room rental revenue moved to this cost center from Library and wasn't budgeted
  - Overall projected increase of 36.2% compared to FY2025

- Expenses
  - Projected to end at budget
  - Overall projected increase of 13.4% compared to FY2025 actuals

Downtown Arts & Events

FY2027

- Revenues
  - 47.2% increase compared to FY2026 budget
    - This is to better align with FY2026 projections in room rental and special events permits
- Expenses
  - 20.9% increase compared to FY2026 budget
    - Joint service allocation shift
    - Technology allocation increase
    - Increase n Artists - Various
- Service Level Requests
  - None

Communications & Public Engagement

FY2026

- Revenues
  - No revenue

- Expenses
  - Projected at 4.4% under budget
    - Savings in Advertising – TV and Radio
    - Savings in Promotional Material
    - Identified some Software Subscription costs that were already budgeted in IT
  - Overall projected increase of 14.1% compared to FY2025 actuals

Communications & Public Engagement

FY2027

- Revenues
  - No revenue
- Expenses
  - 21.5% increase compared to FY2026 budget
    - Joint service allocation shift
    - Technology allocation increase
- Service Level Requests

FY2027 New FTEs and Programming by Fund	FTE	Total
General Fund		
CC0655 Communications/Public Engagement		
FY2027 SLR-03: 2027 Bond Election	-	100,000
CC0655 Communications/Public Engagement Total	**-**	**100,000**

AskGTX

FY2026

- Revenues
  - No revenue

- Expenses
  - Projected at 9.7% under budget
    - Vacancy savings
    - Savings in Computer Software
  - Overall projected increase of 35.4% compared to FY2025 actuals

AskGTX

FY2027

- Revenues
  - No revenue
- Expenses
  - 3.5% increase compared to FY2026 budget
    - Fully staffed in FY2027
    - Joint service allocation shift
    - Technology allocation increase
    - Decrease in facilities allocation
- Service Level Requests
  - None

CIP – General Capital Projects

2027 CIP	FY2027
Parks	
ADA Transition Plan	250,000
Blue Hole Park Improvements	7,900,000
Bluffview Trail Connection	600,000
Park Capital Equipment Replacement	876,000
Park Improvements - MP Medium Priority	400,000
River Ridge Park Renovation	300,000
Parks Total	**10,326,000**
Streets	
2015 Road Bond Priority 1 - Sidewalks	1,025,000
Annual Intersection Improvements	1,500,000
Ridgeline Blvd Extension - Phase 1	1,000,000
Streets Total	**3,525,000**

Facilities Fund - CIP

2027 CIP	FY2027
Facilities	
Animal Shelter	12,000,000
Fire Station 10	1,250,000
Fire Station 3 & 4 Needs Assessment	125,000
Parks and Recreation Shop Building Renovation	70,000
YMCA Partnership	10,000,000
Customer Service Center - GEDCO Area	3,000,000
Customer Service Center - From Departments	4,000,000

Solid Waste

LINK

Solid Waste Fund – Key Themes

- Cost-of-service study part of the FY2027 budget development. Proposed rate increases; FY2027 budget is modeling a 5% increase to residential and 8% increase to commercial
  - Fully funded PILOT – 7% and Franchise Fees – 3%
  - Continue to grow into debt service and operating contingency reserve (fully funded by FY2031 in current model)
- Downtown Services:
  - Pilot program
  - Block 40 enclosure
- Support the community through various events:
  - Household hazardous waste
  - Community collection event
  - Battery Blitz program

Solid Waste

FY2026

- Operating Revenues
  - Projected at $1.1M over budget
    - Increase revenue generated by garbage charges
- Operating Expenses
  - Projected at 1.3% over budget
    - Increase due to a $315K increase in sanitation services which has an offsetting revenue

Solid Waste

FY2026

- Non-Operating Revenues
  - Projected increase $83K over budget in miscellaneous revenue
- Non-Operating Expenses
  - Projected to come in at budget
    - Debt service payment
    - Payment in Lieu of Taxes (PILOT)

Solid Waste

FY2027

- Operating Revenues
  - Projected increase $1.6M, 8% over FY2026 projections
    - $1.2M driven by proposed rate increases –
      - 5% Residential - equates to approximately $1.24 per month increase for the average residential customer
      - 8% Commercial increase – impact varies based on commercial product
- Operating Expenses
  - Total $17.7M, increase of 6% over FY2026 projections
    - Increases in TDS contract
    - Increase in Joint Service allocation
    - Franchise Fee expense

Solid Waste

FY2027

- Non-Operating Revenues
  - Decrease proposed based on the recoding of the host fee (revenue recorded in garbage charges in FY2027)
- Non-Operating Expenses
  - Debt service payment for the transfer station renovation and expansion - $1.1M
  - Payment in Lieu of Taxes (PILOT)
    - Rate increase impact of $84K
  - Transfer out to General Capital Projects for shared portion of the Customer Service Center - $247K (one-time)

Solid Waste

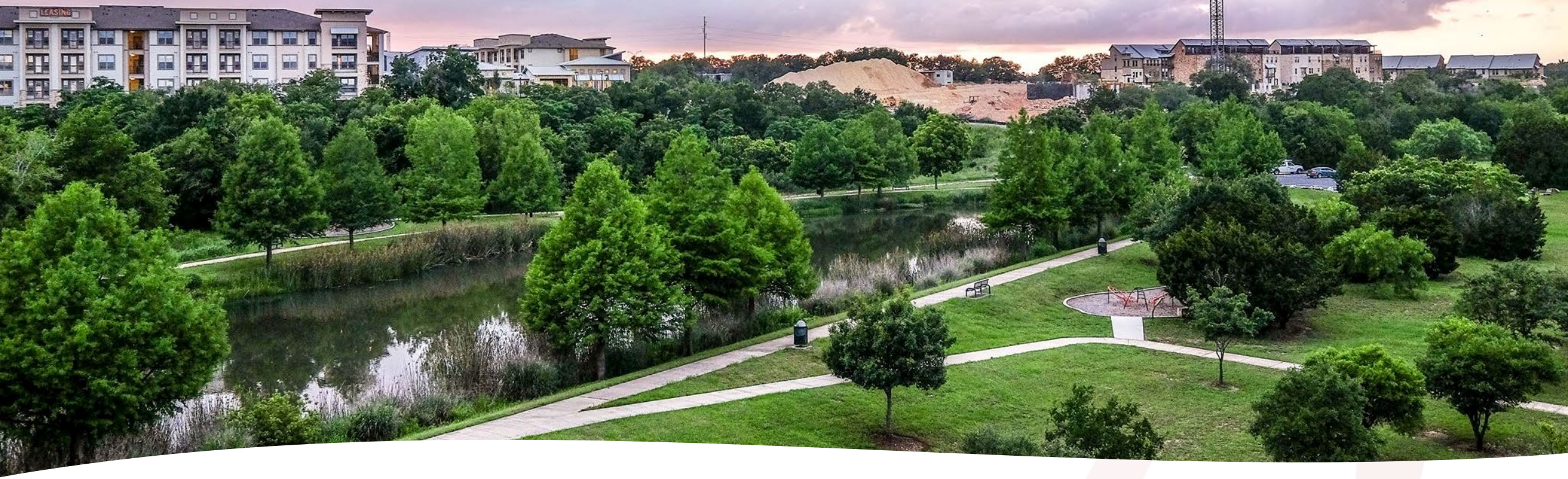
FY2027

- Service Level Requests:

FY2027 New FTEs and Programming by Fund	FTE	Total
Solid Waste Services		
CC0533 Environmental Services		
FY2027 SLR-01: Transfer Station SWPPP	-	2,000
FY2027 SLR-02: TDS Contract increase	-	540,052
FY2027 SLR-01: Administrative Assistant (allocation)	-	27,810
CC0533 Environmental Services Total	**-**	**569,862**

Stormwater Fund

LINK



Stormwater Fund – Key Themes

- Compliance with the Stormwater Management Plan and MS4 regulations
- Cost of service to align with 5-year operating and capital infrastructure
- Investment in stormwater infrastructure projects identified in the Stormwater Management Plan to manage rainwater runoff to prevent flooding and water pollution

Stormwater Fund: FY2026 Revenue Variances

- The Stormwater fee is a monthly charge billed based on a calculation of impervious cover of the property and the rate per unit.
- The current fee is $6.50 per month for residential inside city limits and $6.50 per unit for non-residential inside city limits. This fee was last adjusted on 10/1/2015.

Stormwater Fund: FY2027 Revenue Variances

- The fee is increasing by $1.50 to $8.00 per month for residential inside city limits and $8.00 per unit for non-residential inside city limits.
- This rate increase will result in a $1.8M increase in stormwater operating revenue when combined with natural growth in service.

Stormwater Fund: FY2026 Expense Variances

- The stormwater expenses for FY2026 are expected to end at budget.

Stormwater Fund: FY2027 Expense Variances

- There will be a 16.5% increase when compared to FY2026 budget
  - Increase Transfer Out - PILOT to align with rate increases producing increased revenue

Stormwater Fund: Service Level Requests

FY2027 New FTEs and Programming by Fund	FTE	Total
Stormwater Services		
CC0843 Stormwater Administration & Regulatory		
FY2027 SLR-01: Stormwater Inspector	1.0	52,184
CC0843 Stormwater Administration & Regulatory Total	**1.0**	**52,184**
CC0845 Stormwater Operations		
FY2027 SLR-01: Administrative Assistant	-	27,810
FY2027 SLR-01: Stormwater Devices Maintenance	-	523,209
FY2027 SLR-03: Increased Disposal Costs	-	75,000
FY2027 SLR-04: Light Equipment Operators (3)	3.0	873,918
FY2027 SLR-05: On Call Vehicle	-	103,795
FY2027 SLR-06: Atlas14	-	210,000
CC0845 Stormwater Operations Total	**3.0**	**1,813,732**

Stormwater Fund - CIP

2027 CIP	FY2027
Stormwater Operations	
Atlas 14	380,000
Curb and Gutter	800,000
Haven Lane Phase II	100,000
Preliminary Engineering Reports and Associated Capital for Large Stormwater Projects	1,000,000
Storm Drain CCTV	100,000
Stormwater New Vehicles - 2026	670,000
Stormwater Operations Total	**3,050,000**

Electric Fund

LINK

Electric Utility Fund – Key Themes

- Cost-of-service study part of the development of the FY2027, No proposed rate increases; FY2027 budget meets all contingency requirements and financial metrics
- Budget includes load growth assumptions for residential, commercial, and industrial customer classes.
- FY2027 anticipates the continues effort of bringing on very large commercial and industrial customers. VLC&I customers impact both revenue, developer contributions, and CIP expense (for additional capacity needs)
- Electric Utility Budget includes 11 new positions focused on Electrical Engineering and operations in response to load and customer growth
- Addresses supplies needed to enhance technology and security of the electric system while maintaining system reliability.

Electric Utility - Revenue

FY2026

- Operating Revenues- projected to end FY2027 $42M over budget. Primarily driven by developer contributions
  - Electric Retail Sales projected at $119M
    - Amended budget reflects large loads coming online later than anticipated
  - Developer Contributions forecasted to end FY2027 at $64M
    - Driven by VLC&I customers
  - Fees total $4.4M
    - Includes renewable energy credits (RECs) at $1.5M

Electric Utility - Revenue

FY2027

- Operating Revenues- budgeted at $181M. Primarily driven by developer contributions
  - Electric Retail Sales projected at $144.1M, 21% increase over FY2026 projections
  - Budget an increase to native load growth and an increased load from Very Large commercial customers: It is estimated that the VLC&I customers will generate an additional 166,319 megawatts
    - ZT Systems
    - Compal
    - Pegatron
  - Developer Contributions $27M
    - Driven by on ramp schedules and anticipation of new VLC&I customers
  - Fees total $4.4M
    - Includes renewable energy credits (RECs) at $1.5M
  - Streetlight Maintenance Program - $2.40 (no increase)

Electric Utility - Revenue

FY2027

- Operating Revenues
  - Energy Efficient and Conservation Program (no rate change)
    - Offerings will include energy audits, energy conservation kits, insulation and weatherization, smart thermostats, and customer education

Electric Utility – Electric Technology

Operational Technology, Operational Technology – Shared, Electric Control Center, and Engineering Technology

FY2026

- Operating Expenses
  - Projected at 9% over budget in FY2026
    - Increase due to movement of employees between cost centers (other cost centers are under budget)
  - FY2026 includes the addition of the Engineering Technology cost center (implemented mid-year). Engineering Technology is responsible for all technology applications like engineering analysis, outage management, and AMI/MDM management.

Electric Utility – Electric Technology

Operational Technology, Operational Technology – Shared, Electric Control Center, and Engineering Technology

FY2027

- Operating Expenses
  - Projected at $1.6M increase over budget in FY2026 projections
    - Year impact of personnel in Engineering Technology
    - Increase in technology allocation
    - Increase due to movement of employees between cost centers (other cost centers are under budget)

Electric Utility – Electric Technology

Operational Technology, Operational Technology – Shared, Electric Control Center, and Engineering Technology

FY2027

- Service Level Requests:

FY2027 New FTEs and Programming by Fund	FTEs	Total
Electric Services		
CC0516 Electric Operational Technology		
FY2027 SLR-01: Data Plans for new electric IEDs (Cap Bank, ATS, Reclosers)	-	21,426
FY2027 SLR-01: Substation Automation & Protection Supervisor	1.0	153,059
CC0516 Electric Operational Technology Total	**1.0**	**174,485**
CC0555 Electric Control Center		
FY2027 SLR-01: Senior Utility Systems Operator	1.0	145,963
CC0555 Electric Control Center Total	**1.0**	**145,963**

Electric Utility – Electric Administration

Customer Energy Solutions, Electric Administration, and Safety and Employee Development

FY2026

- Operating Expenses
  - Projected at $609K increase over budget in FY2025 budget
    - Vacancy savings budgeted in electric administration. Actual vacancy savings realized in cost centers
    - Increase in legal services - $150K over FY2025 budget
    - Increase due to movement of employees between cost centers (other cost centers are under budget)
    - Joint Service and General Fund allocations fully budgeted in Electric Administration

Electric Utility – Electric Administration

Customer Energy Solutions, Electric Administration, and Safety and Employee Development

FY2027

- Operating Expenses
  - Projected at $1.6M increase over budget in FY2026 projections
    - Franchise Fee expense $600K over FY2026 projections
    - Joint Service allocation – 15% increase, or $845K
    - Decrease in General Fund allocation of 2%
    - Vacancy factor budgeted at 5% of salary and benefits

Electric Utility – Electric Administration

Customer Energy Solutions, Electric Administration, and Safety and Employee Development

FY2027

- Service Level Requests

FY2027 New FTEs and Programming by Fund	FTEs	Total
Electric Services		
CC0522 Electric Administration		
FY2027 SLR-01: Consulting budget increase	-	20,000
FY2027 SLR-02: Energy Market Portfolio Analyst	1.0	180,749
FY2027 SLR-03: Legal Services budget increase	-	120,000
FY2027 SLR-04: Project Manager	-	13,427
CC0522 Electric Administration Total	1.0	334,176

Electric Utility – Electric Resource Management

FY2026

- Operating Expenses
  - Purchase power expense projected to align with FY2026 budget
    - Increase of 11%, or $8.3M from FY2025 actuals

FY2027

- Operating Expenses
  - Purchase power budgeted to increase 22% compared to FY2026 projections
    - Increase driven by organic load growth and increase of load usage from existing VLC&I customers
    - Accounts for anticipated VLC&I customers coming online in FY2027

Electric Utility – Electric T&D Services and Electrical Engineering

T&D Services and Electrical Engineering

FY2026

- Operating Expenses
  - Projected to end FY2026 12% under budget, or $708K
    - Vacancy savings - $400K
    - Savings in consulting utilities
    - Increase in legal services - $150K over FY2025 budget
    - Labor capitalized at 80% to electric projects

FY2027

- Operating Expenses
  - Budget increase in FY2027 of 5%
  - Continuation with previous year capitalization of labor at 80% charged to electric projects

Electric Utility – Electric T&D Services and Electrical Engineering

T&D Services and Electrical Engineering

FY2027

- Service Level Requests:

FY2027 New FTEs and Programming by Fund	FTEs	Total
Electric Services		
CC0525 T&D Services		
FY2027 SLR-01: Altec DX-60 Boom Truck	-	13,600
FY2027 SLR-01: Backyard Machine AT48W Bucket	-	9,600
FY2027 SLR-01: Electric Crew Leader	1.0	188,392
FY2027 SLR-01: Electric Journeyman Lineman	1.0	177,118
FY2027 SLR-03: 2 Electric Journeyman Lineman (drone inspection program)	2.0	310,002
FY2027 SLR-04: Capitalization of Labor	-	(500,818)
CC0525 T&D Services Total	**4.0**	**197,895**
CC0557 Electrical Engineering		
FY2027 SLR-01: Capitalization of Labor	-	(595,620)
FY2027 SLR-01: Electric Engineering Analyst	1.0	219,535
FY2027 SLR-01: Electric Engineering Manager	1.0	202,676
FY2027 SLR-01: Electric Project Coordinator	1.0	122,220
FY2027 SLR-01: Senior Electric Distribution Designer	1.0	231,308
CC0557 Electrical Engineering Total	**4.0**	**180,120**

Electric Utility – CIP

FY2027

- FY2027 CIP totals $75M
  - Increase capacity and distribution
  - System resiliency
  - Respond to customer and commercial growth
  - Balance funding through a combination of cash and debt

Electric Fund - CIP

2027 CIP	FY2027
Electric	
Capital Tools	100,000
Electric Fleet Rehab Upgrades	170,000
Electric New Fleet	1,105,056
Electric Replacement Vehicles	1,010,000
Electric Utility Operations Center Land Acquisition	9,000,000
Electric Total	**11,385,056**
Grand Total	**11,385,056**

Electric Fund - CIP

2027 CIP	FY2027
Electrical Engineering	
Circuit Rehab- Planned pole replacements	4,340,963
Electric Utility Operations Center Building	7,500,000
Infrastructure Relocation for Road Widenings	8,080,000
Make Ready for Pole Attachments	2,504,164
New Development	12,635,000
Substation Feeder Exits and Extensions	4,019,800
System Improvements - Sectionalization/Coordinating &Protection/Distribution Automation	1,298,052
System Improvements - Capacity Upgrades	6,109,255
System Improvements - Operation Technology (SCADA/AMI/Network/Utility Software)	7,014,298
System Improvements - Ordinary Replacement	6,695,738
System Improvements - Power Quality	478,286
System Improvements - Redundancy Additions	505,000
System Improvements - Voltage Conversion/OH to UG Conversions	1,500,000
New Development - VLC&I	1,000,000
Electrical Engineering Total	**63,680,556**
Grand Total	**63,680,556**

Water Fund

LINK

Water Fund Utility Fund – Key Themes

- Continued investment in water resource planning and infrastructure to support ongoing maintenance as well as system expansion for growth
  - May 2026 City agreed to definitive term sheet with Recharge Water LP for up to $34,800 acre-feet of groundwater per year from the Lost Pines Groundwater Conservation District.
- Proposed rate increases determined by cost-of-service study to maintain financial health of the fund: Estimated monthly increase to the average residential customers of $14 per month for water and wastewater.
  - Water: 4% increase to minimum charges and 14% increase to volumetric charges.
  - Wastewater: 12% increase to minimum and volumetric charges.
- Updated rate design intended to recover half of fixed costs through the base rate and seeking 75% fixed cost recovery in the first tier.

Water Fund Utility Fund – Key Themes

- Capital infrastructure investment of $706M budgeted in FY2027 aimed to increase system resiliency and account for increased demand on the system:
  - Dove Springs Wastewater Treatment Plant
  - Three Forks Wastewater Treatment Plant
  - San Gabriel Interceptor
  - Northlands Wastewater Treatment Plant

Water Utility - Revenue

FY2026

- Operating Revenues- projected to end FY2027 $208M. Reflects a full year impact of increased rates
  - Water charges – projected to end the year at budget, $100M
  - Wastewater charges – projected to end FY2026 at budget, $38M
  - Penalties – reflects reclassification of conservation violations - forecasted at $1.0M
  - Impact fees - $34.7M

Water Utility - Revenue

FY2027

- Operating Revenues- budgeted at $250M.
  - FY2027 proposed rate increases:
    - Water: 4% base and 14% volumetric – budgeted increase of $8.6M
    - Wastewater: 12% base and volumetric – budgeted increase of $4.8M
    - Irrigation: $114K
  - Fee revenue (Tap fee, inspection fees) - $6.8M, 24% increase over FY2026 projections
  - Impact fee revenue - $59.4M
    - Assumptions: 3,400 new connections

Water Utility – Water Operations

Operational Technology, Administration, Distribution, Plant Management, Conservation, Regulatory, Water Operations, Control Center

FY2026

- Operating Expenses projected to end the year $3.3M under budget.
  - Vacancy savings in Administration, Distribution, Regulatory and Control Center.
  - Administration –
    - Operational savings in raw water contracts and wholesale water, $2.1M
    - Projections include reservation fees being paid later in the fiscal year
  - Distribution
    - Utilities projected to come in $1.2M under budget
  - Plant Management
    - Chemicals projected to come in $1.0M under budget

Water Utility – Water Operations

Operational Technology, Administration, Distribution, Plant Management, Conservation, Regulatory, Water Operations, Control Center

FY2027

- Operating Expenses budgeted at $80M, 15% increase compared to FY2026 projections.
  - Administration –
    - Anticipate full year of reservation fees
    - Reflects increase of franchise fees from rate increases
    - Technology allocation increase
    - Joint Service Allocation
    - General Fund allocation
    - Estimate $1M increase in raw water and wholesale
    - Vacancy factor of 5% budgeted in administration
  - Distribution
    - Utilities projected to come in $1.2M under budget
  - Plant Management
    - Chemicals projected to come in $1.0Munder budget

Water Utility – Water Operations

Operational Technology, Administration, Distribution, Plant Management, Conservation, Regulatory, Water Operations, Control Center

FY2027

- Operating Expenses (cont)
  - Distribution
    - Technology allocation
  - Plant Management
    - Chemicals budget adjusted to better align with prior year spend - $3.1M (FY2026 budgeted at $3.7M)
  - Regulatory, Conservation, and Control Center
    - Technology allocation
    - Full year impact of control center (implemented mid-year FY2026)

Water Utility – Water Operations

Operational Technology, Administration, Distribution, Plant Management, Conservation, Regulatory, Water Operations, Control Center

FY2027

- Service Level Requests

FY2027 New FTEs and Programming by Fund	FTEs	Total
Water Services		
CC0514 Water Operational Technology		
FY2027 SLR-01: SCADA I & C Technician II	1.0	144,004
CC0514 Water Operational Technology Total	**1.0**	**144,004**
CC0527 Water Services Administration		
FY2027 SLR-01: Reclass vehicle request	-	482,200
FY2027 SLR-02: Water, Wastewater, and Irrigation Rate Increases (Franchise Fee expense)	-	405,037
FY2027 SLR-03: Project Manager (CIP)	-	93,988
CC0527 Water Services Administration Total	**-**	**981,225**
CC0529 Water Plant Management		
FY2027 SLR-01: Lake Palnt/Southside/Park Grating Replacement	-	400,000
FY2027 SLR-02: Southside Security Fence and Gate	-	200,000
CC0529 Water Plant Management Total	**-**	**600,000**

Water Utility – Wastewater Operations

Operations and Plant Management

FY2026

- Operating Expenses are projected to be below budget by $2.0M
  - Operations:
    - Do not anticipate to have developer reimbursements in FY2026, $1.2M variance
  - Plant Management:
    - Vacancy savings
    - Utilities
    - Chemicals

Water Utility – Wastewater Operations

Operations and Plant Management

FY2027

- Operating Expenses are projected to align with previous fiscal year budgeted expenses
  - Operations:
    - Technology allocation
    - FY2027 assumes not anticipate an expense for developer reimbursement
  - Plant Management:
    - Rental/lease of equipment budgeted at $800K. Decrease of $900K compared to FY2026 budget
    - Utilities forecasted to align with previous year actuals, $953K

Water Utility – Wastewater Operations

Operations and Plant Management

FY2027

- Service Level Requests

FY2027 New FTEs and Programming by Fund	FTEs	Total
Water Services		
CC0531 Wastewater Plant Management		
FY2027 SLR-01: Positive Displacement Blower for Dove Springs	-	60,000
FY2027 SLR-01: Spare Clarifier Drive at Dove Springs WWTP	-	120,000
FY2027 SLR-03: Fine Screen at San Gabriel WWTP	-	600,000
CC0531 Wastewater Plant Management Total	**-**	**780,000**

Water Utility – Irrigation

Irrigation

FY2026

- Operating Expenses projected to be below budget by $45K

FY2027

- Operating expenses align with FY2026 budget

Water Utility – Metering

Irrigation

FY2026

- Operating Expenses projected to be below budget by $100K

FY2027

- Operating expenses budgeted to increase by 20%, $735K
  - $2.5M for meter maintenance and replacement
  - Technology allocation

Water Utility – Non-Departmental

FY2026

- Operating Expenses are projected to align with previous fiscal year budgeted expenses

FY2027

- Increase of $7.1M
  - Transfer to General Capital Projects for portion of Customer Service Center
  - Increase PILOT expense - $945K
  - Bond issuance costs (1% of bond proceeds) - $6.4M
  - Arbitrage expense - $1.7M

Water Utility – CIP

FY2027

- $706M in capital investment
  - Revenue Bonds – $534M
  - Impact Fees – $55M
  - SWIFT - $111M
  - Cash - $4.7M
- Debt Service
  - Wastewater - $32M
  - Water - $31M

Water Fund - CIP

2027 CIP	FY2027
Wastewater Operations	
Dove Springs WWTP Improvements	45,000,000
EARZ	4,000,000
Lift Station Upgrades	1,500,000
Northlands Wastewater Treatment Plant	69,000,000
San Gabriel Interceptor (SGI-2)	20,000,000
San Gabriel Lift Station	60,000,000
Three Forks WWTP	213,000,000
Wastewater Replacement Vehicles	475,000
West and Hart Street Wastewater Improvements	2,300,000
WWTP Admin Facility Upgrades	200,000
Wastewater Operations Total	**415,475,000**

Water Fund - CIP

2027 CIP	FY2027
Water Operations	
CR 228 Waterline Improvements	4,000,000
Ground Water Supply from East - Phase 1	152,389,220
Miscellaneous Line Upgrades	1,500,000
Northlands Frontage Waterline	2,000,000
Park WTP Administration Upgrades	813,142
Rabbit Hill Transmission Main (C-27T11)	500,000
SCADA Upgrades	1,000,000
Southwest Bypass Waterline	1,000,000
Water Meters	10,000,000
Water New Vehicles	524,600
Water Replacement Vehicles	305,000
Water Tank Rehabilitation	1,000,000
Westside Service Center Building Upgrade	5,000,000
Taylor Intake Site	54,982,991
CR 141 Distribution Facility	56,017,009
Water Operations Total	**291,031,962**

Airport Fund

LINK

Airport Fund – Key Themes

- Investment in facility maintenance/replacements to increase life of assets
- Continued federal and state grant partnerships to build infrastructure that promotes safety

Airport Fund: FY2026 Revenue Variances

- FY2026 projections for the Airport Fund are currently at budget.
  - May need a year end budget amendment to increase revenue in Fuel Sales since a new contract with the Air Force was executed. A corresponding amendment for Aviation fuel would be needed.
- Fuel sales accounts for 67% of Airport revenues and has a corresponding expense.

Airport Fund: FY2026 Expense Variances

- FY2026 expense are projected to end at budget
  - May need a year end budget amendment for aviation fuel.
- Fuel – Aviation accounts for 72% of operating expenses in the FY2026 budget

Airport Fund: FY2027 Revenue Variances

- FY2027 revenue is budgeted 12.3% over FY2026 projections.
  - The airport is expecting to receive a larger grant in FY2027 year which accounts for $1.0M of the increase. There is an offsetting expense in Maintenance – Street Asphaltic.
- Fuel sales are budgeted 4.4% over FY2026 projections.

Airport Fund: FY2027 Expense Variances

- FY2027 operating expenses for the Airport Fund are budgeted at 20.2% more than the FY2026 budget.
  - Increase in Maintenance – Street Asphaltic with offsetting grant revenue
  - Increase in aviation fuel
- FY2027 non-operating expenses are 79% less than the FY2026 budget.
  - Decrease in CIP expenses in FY2027
- Overall, FY2027 budgeted expenses are $869k or 9.2% less than the FY2026 budget.

Airport Fund - CIP

2027 CIP	FY2027
Airport	
Cutter North Ramp Mill/Overlay	125,000
Mill/Overlay Central Texas Avionics Taxiway	30,000
Security/Wildlife fencing (Grant Eligible) 10% City Share	115,000
Airport Total	**270,000**

Joint Services Fund

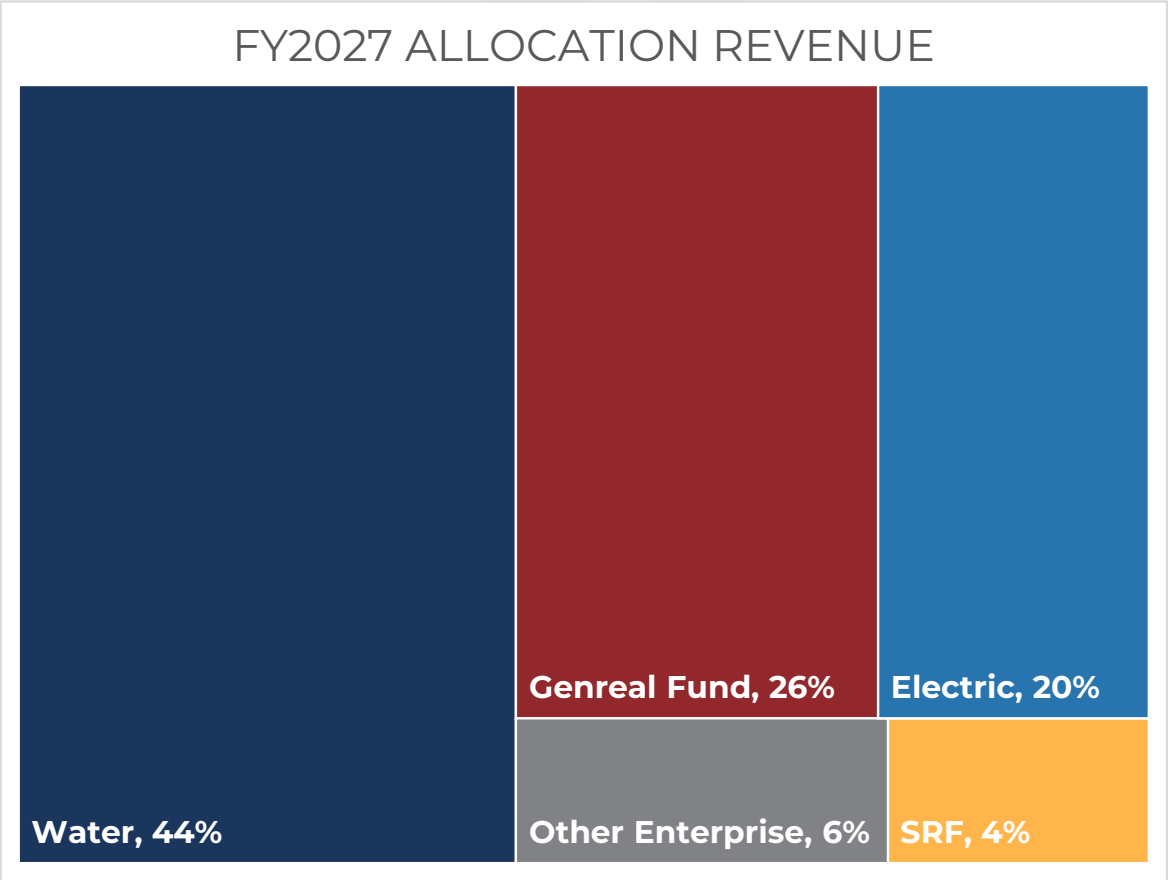
LINK

Joint Services Fund – Key Themes

- Investment in our people through leadership development and promoting health, safety, and overall wellness
- Providing one time funding towards future data center relocation

Joint Services Fund

- Revenues for this fund come from a cost allocation methodology



Joint Services Fund:

- Allocated using cost allocation model
  - Includes a true-up credit for FY2026
  - Model backs out any interest earned to reduce the amount allocated
- Total FY2027 expenditures are budgeted to be $35.5M, an increase of 8.7% compared to FY2026 budget
- Fully funded reserve

Finance

(Finance Admin, Accounting, Purchasing, Warehouse Services)

FY2026

- Expenses
  - Projected at 2.5%, or $143K, under budget
    - Vacancy savings amounting to
    - Savings in travel and training
    - $40K savings in software maintenance subscriptions
  - Overall projected increase of 12.1% compared to FY2025

Finance

(Finance Admin, Accounting, Purchasing, Warehouse Services)

FY2027

- Expenses
  - 21.3% increase compared to FY2026 budget
    - Merit increases across all cost centers
    - $94K increase in technology allocation
    - Increase in facilities allocation

Finance

(Finance Admin, Accounting, Purchasing, Warehouse Services)

FY2027

FY2027 New FTEs and Programming by Fund	FTE	Total
Joint Services		
CC0315 Accounting		
FY2027 SLR-01: Accountants (2)	2.0	174,510
FY2027 SLR-02: ERP Analyst	1.0	123,196
FY2027 SLR-03: Grant Manager	1.0	133,780
FY2027 SLR-05: Accounting Specialist	-	75,000
CC0315 Accounting Total	**4.0**	**506,486**
CC0317 Purchasing		
FY2027 SLR-01: Contract Management Software	-	186,250
FY2027 SLR-02: Senior Buyer	1.0	113,565
FY2027 SLR-04: Contract Labor/Temp Labor	-	85,600
CC0317 Purchasing Total	**1.0**	**385,415**

Utility Customer

(Utility Customer Service, Utility Customer Billing)

FY2026

- Expenses
  - Projected at 5.4% under budget
    - Vacancy savings
    - Savings in recruitment
    - Savings in phone and cellular data plan
  - Overall projected increase of 2.2% compared to FY2025

Utility Customer

(Utility Customer Service, Utility Customer Billing

FY2027

- Expenses
  - 13.2% increase compared to FY2026 budget
    - Merit increases across both cost centers
    - $1.7M increase in technology allocation
    - Backed out one time money in consulting – utilities
- Service Level Requests

FY2027 New FTEs and Programming by Fund	FTE	Total
Joint Services		
CC0322 Utility Customer Billing		
FY2027 SLR-01: Additional Project Management Support	-	80,000
CC0322 Utility Customer Billing Total	**-**	**80,000**

Human Resources

(Human Resources, Citywide Human Resources, Organizational Development)

FY2026

- Expenses
  - Projected at 5.8% under budget
    - Vacancy and temp/seasonal savings
    - Savings in civil service recruitment and testing spend categories
    - $80K savings in travel and training
    - $32K savings in consulting – employee benefits
  - Overall projected increase of 11.4% compared to FY2025

Human Resources

(Human Resources, Citywide Human Resources, Organizational Development)

FY2027

- Expenses
  - 0.5% increase compared to FY2026 budget
    - Merit increases
    - Property and casualty Insurance increased by $128K
    - Technology allocation increase
    - $100K savings in Consulting – Education and training in Organizational development
    - Savings in travel and training

- Service Level Requests
  - None

Non-Departmental

FY2026

- Expenses
  - Projected at 24% over budget
    - Vacancy savings is originally budgeted here and then backed out in the projections and budgeted in the cost centers that realized those savings
    - $100K over budget in credit card fees
  - Overall projected increase of 7.0% compared to FY2025

Non-Departmental

FY2027

- Expenses
  - 20.0% decrease compared to FY2026 budget
    - One-time transfers out decreased by $668K
    - Increase in vacancy factor dur to increased personnel count and salary costs
- Service Level Requests
  - None

Systems Engineering

FY2026

- Expenses
  - Projected at 2.5%, or $99K, under budget
    - Salary savings
  - Overall projected increase of 4.4% compared to FY2025

Systems Engineering

FY2027

- Expenses
  - 11.8% increase compared to FY2026 budget
    - Technology allocation increase
    - Vehicle lease allocation increase
    - Fuel increase
- Service Level Requests

FY2027 New FTEs and Programming by Fund	FTE	Total
Joint Services		
CC0526 Systems Engineering		
FY2027 SLR-01: Project Manager	1.0	217,423
CC0526 Systems Engineering Total	**1.0**	**217,423**

Utility Locates

FY2026

- Expenses
  - New cost center in FY2026 (previously part of control center in the electric fund)
  - Projected at 1% under budget
    - Salary savings
    - Increased fuel expense, fuel costs weren't budgeted here originally

Utility Locates

FY2027

- Expenses
  - 15.0% increase compared to FY2026 budget
    - Technology allocation new in FY2027
    - Vehicle lease allocation increase to align with vehicles in the cost center
    - Fuel increase to better align with FY2026 projections
- Service Level Requests
  - None

Real Estate and Legal

FY2026

- Expenses
  - Projected at 2.3% under budget
    - $28K savings in Municipal Prosecutor Services
    - Savings in Appraisal & Survey Contracts
  - Overall projected increase of 19.2% compared to FY2025 actuals

Real Estate and Legal

FY2027

- Expenses
  - 7.7% increase compared to FY2026 budget
    - Market increase in Legal cost center
    - $30K savings in Litigation and Special Projects
    - Technology allocation increase

- Service Level Requests

FY2027 New FTEs and Programming by Fund	FTE	Total
Joint Services		
CC0658 Real Estate Services		
FY2027 SLR-01: Real Estate Services Coordinator	1.0	123,376
CC0658 Real Estate Services Total	**1.0**	**123,376**

Economic Development

FY2026

- Expenses
  - Projected at 1.2% over budget
    - Salary expenses are slightly over budget due to market adjustments and reclassication of marketing coordinator to assistant director.
  - Overall projected increase of 30.7% compared to FY2025 actuals.

Economic Development

FY2027

- Expenses
  - 7.8% increase compared to FY2026 budget
    - Salary increase
- Service Level Requests
  - None

Fleet Fund

LINK

Fleet Fund – Key Themes

- Continued maintenance to extend life of assets
- Annual vehicle replacement schedule
- Purchase of new vehicles being proposed in the budget

Fleet Fund: FY2026 Revenue Projections and FY2027 Revenue

- FY2026
  - Projections are at budget
    - Due to slight increase in insurance proceeds and decrease in interest income
    - Primary revenues in the Fleet fund come from a cost allocation based on lease and maintenance costs for each department's vehicles and Transfers into the fund for the purchase of new vehicles
- FY2027
  - 15% increase over FY2026 projection primarily due to added vehicles (1.3M)
  - Interest Income budgeted at $743K

Fleet Fund: FY2026 Expense Projections and FY2027 Expense

- FY2026
  - Projections are 1% over the amended budget
  - The CIP roll forward increased the FY2026 budget by $8.3M for capital expenses
  - Property and casualty insurance is over budget by $140K
- FY2027
  - 32.3% less than the FY2026 budget due to the large CIP roll forward in FY2026.
  - Property and casualty insurance increased by $200K to better align with FY2026 projections
  - Market increases

Fleet Fund - CIP

2027 CIP	FY2027
Fleet	
Public Safety Vehicles - Fire	5,903,000
Public Safety Vehicles - Police	2,127,000
Fleet Total	**8,030,000**

Facilities Fund

LINK

Facilities Fund – Key Themes

- Maintenance and/or replacement at city facilities to extend life of assets
- Aligning facility mowing schedules with other parts of the organization

Facilities Fund: FY2026 Revenue Projections and FY2027 Revenue

- FY2026 revenue is projected at budget
  - Revenue is comprised of Allocated Interest, Allocation Revenue and Transfers in for furniture needs
  - Allocation revenue is 97.3% of budget

- FY2027 revenue budget is 1.1% greater than FY2026 budget
  - $80K or 1.1% increase in the Facilities Allocation
  - Interest Income budgeted at 1% less than FY2026 projections

Facilities Fund: FY2026 Expense Projections and FY2027 Expense

- FY2026 expense projections are 4.9% less than budget
  - Less that expected expenses in Janitorial Services, Remodeling Services and Landscaping – Including Design

- FY2027 expense budget 2% or $151K less than FY2026 budget.
  - Remodeling Services and Janitorial Services decreased to better align with FY2026 Projections
  - Market increase
  - Technology allocation increase

Facilities Fund: Service Level Requests

FY2027 New FTEs and Programming by Fund	FTE	Total
Facilities Maintenance Fund		
CC0319 Facilities		
FY2027 SLR-02: Access Control Credential Upgrade	-	75,000
FY2027 SLR-03: ADA Deficiencies from 2025 Accessibility Assessment	-	100,000
CC0319 Facilities Total	**-**	**175,000**

IT Fund

LINK

IT Fund – Key Themes

- Promoting cybersecurity to protect systems and information
- Fiber master plan implementation
- Increased software costs across the organization

IT Fund: FY2026 Revenue Projections and FY2027 Revenue

- Revenues:
  - IT Allocation - for support services provided to the City
  - Transfers In - for purchase of computers for new employees
  - Interest Income – came in higher than budget
  - Miscellaneous reimbursements and revenue
- FY2026 revenue projections 1.7% above budget
- FY2027 revenue is 10.8% over FY2026 budget due to growth in software contracts, software integrations, and number of users
  - $151K transfer in for equipment for new personnel

IT Fund: FY2026 Expense Projections and FY2027 Expense

- FY2026 projections are 0.7% less than budget.
  - Due to salary savings and savings in utilities

- FY2027 budget is 20% over FY2026 budget
  - Growth of geographical size of network, and number of end points
  - Increased focus on cybersecurity

IT Fund: Service Level Requests

FY2027 New FTEs and Programming by Fund	FTE	Total
Information Technology Fund		
CC0647 IT End User Support		
FY2027 SLR-06: Senior IT Support Specialist	1.0	83,651
CC0647 IT End User Support Total	**1.0**	**83,651**
CC0648 IT Fiber		
FY2027 SLR-01: Fiber Master Plan: 120F Upgrade from GMC to SE Inner Loop	-	180,000
FY2027 SLR-09: Funding for unplanned Fiber Optics projects	-	100,000
CC0648 IT Fiber Total	**-**	**280,000**
CC0650 IT Public Safety		
FY2027 SLR-02: PD Watchguard migration to cloud	-	85,000
CC0650 IT Public Safety Total	**-**	**85,000**
CC0651 IT Infrastructure		
FY2027 SLR-04: New Datacenter: Buildout at Customer Service Center	-	3,741,373
FY2027 SLR-07: Network Administrator	1.0	120,383
CC0651 IT Infrastructure Total	**1.0**	**3,861,756**

Tourism Fund

LINK

Tourism Fund – Key Themes

- Continued support of downtown core and its businesses
  - Year-round special event activation
  - Growing arts and culture programming
  - Working tangentially with economic development to promote Georgetown

Tourism Fund: FY2026 Revenue and Expense

- The Tourism Fund is funded by Hotel Occupancy Tax. The local HOT rate in Georgetown is 7%.

Tourism Fund: FY2026 Revenue Projections and FY2027 Budget

- FY2026
  - FY2026 revenue projections are 18.3% under budget.
    - Projections for HOT is 28% or $578K under budget due to economic trends and a delayed opening of a hotel
- FY2027
  - FY2027 budget is 7.4% over the FY2026. It is projected that occupancy will recover in FY2027.

Tourism Fund: FY2026 Expense Projections and FY2027 Budget

- FY2026
  - Projections are 5% under budget due to vacancy savings and savings in consulting – planning
- FY2027
  - 47.7% or $2.5M under FY2026 projections.
    - One-time expense in FY2026 for the visitor center renovation in FY2026

Tourism Fund

FY2027

- Service Level Requests

FY2027 New FTEs and Programming by Fund	FTE	Total
Tourism		
CC0208 CVB		
FY2027 SLR-01: Art Center Information Specialist	0.5	26,405
CC0208 CVB Total	**0.5**	**26,405**

GEDCO Fund

LINK

GEDCO Fund – Key Themes

- Providing economic development payments in accordance with existing agreements as milestones are reached
- Supporting existing businesses with business retention and expansion program
- Promoting Georgetown globally to attract economic development opportunities that can create more jobs

GEDCO Fund: FY2026 Revenue Projections

- Operating revenue projections are $117K or 3% over FY2026 budget
  - Sales Tax projected 1% under budget, ($36K)
- Non-Operating revenue projections are forecasted to come in at budget
  - Comprised of miscellaneous reimbursements for the Rivery TIRZ

GEDCO Fund: FY2026 Expense Projections

- Operating expense projections are down by 6% or $53K
  - Due primarily to a savings in promotional materials, travel, and training
- Non-Operating expense projections are projected to come in at budget
  - Timing of economic development agreement reimbursements will be rolled into FY2027
- Debt service projections are in line with budget

GEDCO Fund: FY2027 Revenue

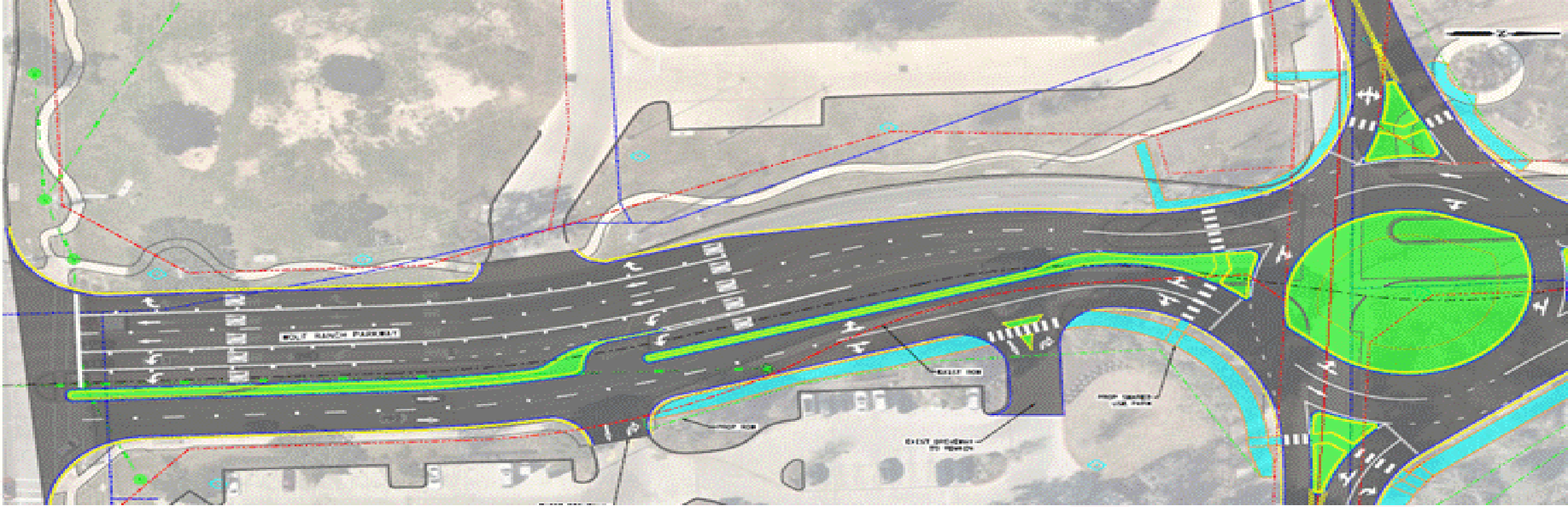
- FY2027 base budget for operating revenue is $70.8K or 2% over FY2026 projections
  - Sales tax at 2% over FY2026 projections
  - Interest income decreased from $550K to $544K
- FY2027 non-operating revenue is $220K or 40% under FY2026 budget
  - Misc reimbursements for the Rivery TIRZ reduced in line with payoff schedule

GEDCO Fund: FY2027 Expense

- FY2027 budget for operating expenses is over the FY2026 projections, $121K or 13%
  - Increase to Joint Services Allocation
- FY2027 budget for non-operating expenses is $6.9M more than FY2026 projections.
  - Economic Development Agreements $1.3M
  - Transfers of $3M for one-time transfer for the Customer Service Center
  - Debt Service budgeted at $203K

GTEC Fund

LINK



GTEC Fund – Key Themes

- Investing in projects that optimize mobility within Georgetown and promote economic development
  - Austin Avenue Improvements
  - Wolf Ranch Parkway
  - San Gabriel Village Roundabout

GTEC Fund: FY2026 Revenue Projections

- Operating Revenue projections are 8% or $1.2K over FY2026 budget
  - Interest Income projected to come in over budget.
    - Increase in interest earnings from bond proceeds for GTEC projects
  - Sales tax forecasted to come in 1% under FY2026 budget – ($145K)
- Non-Operating revenue is comprised of grant revenue
  - FY2026 projections in line with FY2026 budget

GTEC Fund: FY2026 Expense Projections

- FY2026 projections for operating expenses are in line with FY2026 budget
- FY2026 projections for non-operating expenses are 5% under FY2026 budget.
  - Due to timing of economic development agreement for Jackson Shaw
  - FY2026 payment to Agora

GTEC Fund: FY2027 Revenue

- FY2027 operating revenue budget is 8% or $1.2M over FY2026 budget
  - Sales Tax increased to 2% over FY2026 Projections, results in an increase of $305K
- FY2027 non-operating revenue budget is up 6Mover FY2026 projections.
  - Bond proceeds for CIP - $8.3M
  - Last reimbursement payment from RIVERY TIRZ - $640K (total GTEC reimbursement $750K)

GTEC Fund: FY2027 Expense

- FY2027 budgeted operating expenses are 1% or $6K under FY2026 projections
  - Decrease to General Fund Allocation totaling $24K
- FY2027 budgeted non-operating expenses are 35% or $24.3M under FY2026 projections
  - Economic Development Agreement budget increased from $4.6M to $5.3M
    - Project Agora (cont)
    - Jackson Shaw (cont)
  - Debt service increased by $82K

GTEC Fund: FY2027 Expense

- CIP expense decreased from $61.5M to $12.1M
  - Combination of cash $23.2, and debt funding* $8.3

FY2027 CIP - GTEC	FY2027
Austin Ave Improvements*	4,300,000
Project Cove - Southwestern Parking at Customer Service Center	8,500,000
Project Elevate - TML Parking Garage	14,000,000
Spur 26	700,000
Wolf Ranch Parkway – GTEC*	4,000,000
Total	**31,500,000**

Council Discretionary Fund

LINK

Council Discretionary Fund

FY2026

- $700K transfer to the General Fund:
  - Lease of ILA - $300K
  - Economic Development Agreements and Ride Share Program
- Anticipate a Year End Budget transfer of $500K from General Fund
- Ending FY2026 Fund Balance: $2.8M

FY2027

- Interest earnings - $196K
- Lease of ILA - $350K (General Fund portion)
- Anticipated Fund Balance: $2.6M

NEXT STEPS

FY2027 budget changes in development

- Continue quality check process for accuracy
- Incorporate feedback from Council
- Tax Rolls final by 7/25 to calculate truth in taxation notices and finalize tax rate
  - Final tax rate proposal on 8/11 – set max tax rate

Public Outreach

- Digital draft budget
  - https://city-georgetown-tx-budget-book.cleargov.com/20498
- Press release and social media campaign
- Tax Assessors website and comment tool
- Public Hearings on Budget and Tax Rate 8/25
- Adopted full digital Budget published on website
- News release on adopted budget

FY2027 Proposed Budget Calendar

- July 25 – Tax roll finalized by Appraisal District
- August 3 – File FY2027 Budget with City Secretary
- August 3 – Proposed budget sent to Council
- Aug 11: Regular Meeting: City Manager's proposed budget; set max tax rate, & set dates for Public Hearings
- Aug 25: Regular Meeting: public hearings, 1st reading of the budget, 1st reading of the tax rate, fee/rate ordinances
- Sep. 8: Regular Meeting: 2nd reading of the budget, 2nd reading of the tax rate, fee/rate ordinances

Questions?

City of Georgetown, Texas
City Council
June 23, 2026

SUBJECT:
Executive Session 06.23.2026

SUGGESTED ACTION:
Sec. 551.071: Consultation with Attorney
Advice from the 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
- Austin Avenue Bridges
- Patience Ranch
- Deliberation regarding the condemnation case pending in County Court at Law #5 under Cause No. 23-1593-CC5

Sec.551.072: Deliberations about Real Property
- 8th and Forrest
- Deliberation regarding acquisition of two properties commonly identified as 903 Riverhaven Drive, Georgetown, TX 78626
- Deliberation regarding acquisition of water line easements across properties along a selected water transmission line route, from the City's East Intake Site at 1000 CR 409 in Taylor, Texas to the proposed landing/storage site on CR 141 near FM 972 in Georgetown, Texas, and extending to a connection point near the intersection of SH 195 and Ronald Reagan Blvd. in Georgetown, Texas, as part of the Georgetown Regional Water Initiative Project.
- Deliberation regarding acquisition of water line easements across properties owned by K29 Investments, LLC; Duncan Lee Forest, and Middlebrook, LTD and near the northwest corner of SH 29 and Kauman Loop, Liberty Hills, Texas 78642, as part of the Braun EST to Ronald Reagan Water Line Improvement Project.
- Deliberation regarding possible donation to the City of property identified with WCAD Property ID R505405, and located at 32301 Ronald Reagan Blvd., Georgetown, TX 78633.

Sec. 551.087: Deliberation Regarding Economic Development Negotiations
- Lost Mine Peak
- Project Blue Skies
- Project Vista Prism

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
June 23, 2026

SUBJECT:
Call to Order 06.23.2026

SUGGESTED ACTION:
Pledge of Allegiance
Recognitions
Actions out of Executive Session

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
June 23, 2026

SUBJECT:
Public Wishing to Address 06.23.2026

SUGGESTED ACTION:
At the time of posting no one has signed up to speak.

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
June 23, 2026

SUBJECT:
Council Minutes 06.08.2026 and 06.09.2026

SUGGESTED ACTION:
Consideration and possible action to approve the minutes of the Special City Council meeting held on June 8, 2026, and the regular City Council meeting held on June 9, 2026 -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:
City Council Minutes 06.08.2026.pdf
City Council Minutes 06.09.2026.pdf

Minutes of the City Council
City of Georgetown, Texas
Monday, June 8, 2026

The Georgetown City Council met on Monday, June 8, 2026, at 6:00 PM at the Council and Court Building, 510 W. 9th Street.

The City of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participating in 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.

The following Members were in attendance: Amanda Parr, Kevin Pitts, Ben Butler, Josh Schroeder, Ron Garland, and Doug Noble. Jake French and Ben Stewart were absent.

Agenda Notice

Agenda Notice - 06.08.2026 Special Council Meeting
This is a special-called meeting of the City Council to review the current draft of the Unified Development Code (UDC). Members of the Unified Development Code Steering Committee (UDCSC), Unified Development Code Advisory Committee (UDCAC), and Planning and Zoning Commission (P&Z) have been invited to attend.

1. Regular Session

Mayor Schroeder called the meeting to order at 6:01 p.m. In addition to the City Council members of the Unified Development Code Steering Committee (UDCSC), Unified Development Code Advisory Committee (UDCAC), and Planning and Zoning Commission (P&Z) were also in attendance.

1.a **UDC Project Update and Comments 06.08.2026**
Presentation and discussion regarding recent revisions to the draft of the UDC, proposed future updates, and project next steps -- Edgar Garcia, Director of Planning

Garcia presented and reviewed the meeting purpose; the meeting outline; the purpose and background; the reasons to update the UDC; the UDC update process; the project timeline; a review of recent updates; the updates since the last joint session; the proposed future updates; possible future (post-adoption) updates; next steps; and the opportunity for comments from the committees and public.

General discussion among Council and staff, including Zane Brown, Special Projects Manager, and David Morgan, City Manager, regarding the design guidelines; TRG and San Jose Neighborhood Plans within the UDC; parking for commercial developments; cataloging administrative exceptions to look for trends that could be considered for changes to the UDC; including guardrails for datacenters; how the City website has an FAQ page and will be updated to include all info about datacenters; future updates related to tree changes; how the tree updates will also reflect the most up-to-date version of the City's tree ordinance; how there will be unintended consequences that will have to be addressed in the future; and the Council's appreciation of work to staff and committee members.

Public Wishing to Address

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 meeting room. Clearly print your name and the letter of the item on which you wish to speak and present it to the City Secretary, 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. If you wish to speak for six minutes, it is permissible to use another requestor's granted time to speak. No more than six minutes for a speaker may be granted. The requestor granting time to another speaker must also submit a form and be present at the meeting.

The Mayor then opened the meeting for comments. Steve Dickey noted parking at some previous projects; his review of the draft; how there will inevitably be flaws; and how the draft is good and can be adjusted after being implemented and tested. Scott Allen noted that the process has gone well, but the plan was not well communicated to the community; the possibility of community angst, and the need to let the public know that comments were taken into consideration. Josh Baran noted the tree removal and fee considerations for developments, and the need for a joint review process with the County for projects in the ETJ. Ercel Brashear noted that it is impossible to create a perfect document; approvals that can be allowed by the Planning Director; and how he would like to see a way to track what is approved, not approved, and amended by the City. Joe Digiacomo noted the need to consider data centers. Michael Charles noted the signage requirements needing to be addressed.

Adjournment

Mayor Schroeder adjourned the meeting at 6:39 p.m.

These minutes were approved at the meeting of _____.

_____ _____

Mayor Attest

Minutes of the City Council
City of Georgetown, Texas
Tuesday, June 9, 2026

The Georgetown City Council met on Tuesday, June 9, 2026, at 2:00 PM at the Council and Court Building, 510 W. 9th Street.

The City of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participating in 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.

The following Members were in attendance: Amanda Parr, Kevin Pitts, Ben Butler, Josh Schroeder, Ron Garland, and Doug Noble. Jake French and Ben Stewart were absent.

1. Policy Development and Discussion - Workshop

Mayor Schroeder called the meeting to order at 2:01 p.m.

1.A **Employee Recognition - Years of Service - May 2026**
Presentation and recognition of the Years of Service and the value which the City of Georgetown Employees add to the organization, presented to those who have served at intervals of five years from the anniversary month in which they started -- David Morgan, City Manager, and City Council

Laura Malloy, HR Director, recognized employees who had 10, 20, and 30 years of service with the City of Georgetown.

1.B **Update to City Council on the Design Progress of the Customer Service Center**
Presentation and discussion regarding an update on the Design Progress of the Georgetown Customer Service Center -- Jennifer Bettiol, CIP Manager Public Works

Prior to the item being taken up for consideration, Councilmember Parr recused herself due to a conflict.

David Morgan, City Manager, presented and reviewed an overview of the Southwestern University 560 Project; 67-acre Phase 1; Customer Service Center; major deal points, including the requirements of Southwestern University and the City; transportation commitment; project schedule; and the agreements between the City and Southwestern University.

Bettiol then presented and reviewed the departments that will be housed in the Customer Service Center; Southwestern 560 Development Phase 1; coordination of the first phase of the development; site plans for Lot 2 and Lot 3; landscaping; floor plans; main lobby rendering; meeting and training room rendering; executive conference room rendering; huddle space rendering; north elevation and main entry rendering; west elevation and secondary entry rendering; south elevation and possible retail space rendering; south perspective and rear entry rendering; schedule; and next steps.

General discussion among Council and staff regarding the need to balance the number of windows in the building with energy efficiency; how the size of the building is intended to accommodate future growth; and the available parking at the building for staff and visitors.

After the item was completed, Councilmember Parr returned to the dais.

1.C **2026 Summer Peak Demand and Conservation Outlook**
Presentation and discussion regarding summer peak demand and conservation -- Chelsea Solomon, PE, Water Utility Director

Solomon presented and reviewed the recent history; system improvements; environmental factors; Water CCN transfer area; growth in meters; cumulative growth in LUEs (Living Unit Equivalent); percentage growth in LUEs; water demand; treated water capacity; raw resources; conservation; rebate programs; controller assistance program; Texas Grown program update; smart meter replacement; leak report; conservation inspectors; wrong day watering cases; Sensus Project next steps; education and outreach update; and the current conservation inspectors.

General discussion among Council and staff regarding the pipeline from Stillhouse Hollow Lake for future drought purposes; irrigation control rebates and what they cover; native plant implementation; and wrong day watering, associated fees, and triggers for violations.

Mayor Schroeder called for a break at 3:18 p.m. and resumed the meeting at 3:31 p.m.

1.D **FY27 Solid Waste Cost of Service Study**
Presentation and discussion regarding the FY27 Solid Waste Cost of Service Study -- April Haughey, Public Works Assistant Director

Haughey introduced the item. Dave Yanke with Newgen introduced Aaron Brodkin, who presented the item. Brodkin presented and reviewed the cost of service methodology; new additions to the program; revenue requirement explanation; annual revenue requirement summary; current rates; rate recommendations; bill comparison; monthly residential garbage and recycling rate; proposed rates; revenue performance by service; 90-day operating reserve; and consultant summary and recommendations.

General discussion among Council, staff, and consultants regarding the Downtown Ambassador program highlights; frequency and rates of increases for residential customers; impact of recycling on rates; and how the TDS contract is currently set to expire in 2030.

1.E **2nd Quarterly Financial Report**

Presentation and discussion regarding the City's 2nd Quarterly Financial Report, which includes the Investment Reports for the City of Georgetown, Georgetown Transportation Enhancement Corporations (GTEC), and the Georgetown Economic Development Corporation (GEDCO) for the quarter ended March 31, 2026 -- Randi Cormack, Budget Manager

Cormack presented and reviewed the second quarter background; General Fund revenue budget sources, sales tax, property tax, franchise fees, PILOT (payment in lieu of taxes), Planning and Development revenue, Fire and EMS revenue, Parks and Recreation, expense budget sources, personnel, operations, and year-over-year increases; the Electric Fund revenue budget sources, Electric sales revenue, expense budget, purchase power, year-to-date quarterly net purchase power comparison, and other impacts to the Electric Fund; and the Water Fund revenue budget sources, water charges, wastewater charges, irrigation charges, impact fee revenues, expense budget, water revenue, and water operating expense.

General discussion among Council and staff, including Nathan Parras, Assistant CFO (Chief Financial Officer), regarding the rental and lease of equipment.

Mayor Schroeder recessed into Executive Session at 4:06 p.m.

2. Executive Session

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

2.A **Executive Session 06.09.2026**

Sec. 551.071: Consultation with Attorney

Advice from the 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
- Austin Avenue Bridges

Sec.551.072: Deliberations about Real Property

- 8th and Forrest
- Deliberation regarding acquisition of two properties commonly identified as 903 Riverhaven Drive, Georgetown, TX 78626

Sec. 551.087: Deliberation Regarding Economic Development Negotiations

- Project Blue Skies
- Project Vista Prism

3. Regular Session - This portion of the meeting will begin no earlier than 6:00 pm.

Mayor Schroeder called the meeting to order at 6:00 p.m.

3.A **Call to Order 06.09.2026**
Pledge of Allegiance
Recognitions
- Public Works Proclamation
Actions out of Executive Session

4. 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. If you wish to speak for six minutes, it is permissible to use another requestor's granted time to speak. No more than six minutes for a speaker may be granted. The requestor granting time to another speaker must also submit a form and be present at the meeting.

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.

4.A **Public Wishing to Address 06.09.2026**
- At the time of posting no one had signed up to speak.

5. Statutory Consent Agenda

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

Councilmember Parr recused prior to the vote for the Consent Agenda due to conflicts on Items 5.O, 5.P, 5.Q, and 5.R.

Moved by Kevin Pitts; seconded by Ron Garland to Approve with the exception of Item 5.I.
Motion Approved: 4 - 0
Voting For: Kevin Pitts, Ben Butler, Ron Garland, and Doug Noble
Voting Against: None

5.A **City Council Meeting Minutes 05.26.2026**
Consideration and possible action to approve the meeting minutes of the City Council meeting held on May 26, 2026 -- Robyn Densmore, City Secretary

5.B **Resolution - ETJ Disannexation - Keystone GT LLC - 34.7 Acres**
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 34.7 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcels R039042 and R097936 and owned by Keystone GT LLC -- Michael Charles, Real Estate Services Coordinator

5.C **Resolution - Replacement Third Amendment to the Second Amended and Restated Consent Agreement for Parkside on the River**
Consideration and possible action to approve a Resolution of the City Council of Georgetown, Texas approving the Replacement Third Amendment to the Second Amended and Restated Consent Agreement to make a 40.2 acre tract of land subject to the Consent Agreement and consent for Parkside on the River Municipal Utility District No. 1 to annex the tract of land -- Nick Woolery, Assistant City Manager

5.D **Resolution - Nomination of Hunt Electric Corporation dba Baer Manufacturing for the Texas Enterprise Zone Program**
Consideration and possible action to approve a Resolution nominating Hunt Electric Corporation dba Baer Manufacturing for the Texas Enterprise Zone Program -- Cameron Goodman, Economic Development Director

5.E **Resolution - Amendment to Airport Leasing Policy to add Condo Regime Leaseholds**
Consideration and possible action to approve an Amendment to the Airport Leasing Policy adding considerations for approving condominium leaseholds for new development -- Eric Johnson, Public Works Director, and Matthew Sommerfeld, Airport Manager

5.F **Airport Site 2 ground lease with GTU Property Developers**
Consideration and possible action to approve a 30-year ground lease with an optional ten year extension between the City of Georgetown and GTU Property Developer, LLC for site 2 at the Georgetown Executive Airport at Johnny Gantt Field to construct and operate hangar buildings and other site improvements -- Eric Johnson, Public Works Director, and Matthew Sommerfeld, Airport Manager

5.G **Texas Commission on the Arts Grant Application**
Consideration and possible action to approve a grant application to the Texas Commission on the Arts for a Cultural District Project Grant to provide partial funding for public art in the third phase of the Light and Water Works District and designate authority to Amanda Still to submit the grant application -- Kim Mcauliffe, Director of Downtown and Tourism Director, and Amanda Still, Arts and Culture Program Manager

5.H **2nd Quarter Financial Report**
Consideration and possible action to accept the City's Quarterly Financial Report, which includes the Investment Reports for the City of Georgetown, Georgetown Transportation Enhancement Corporations (GTEC), and the Georgetown Economic Development Corporation (GEDCO) for the quarter ended March 31, 2026 -- Randi Cormack, Budget Manager

5.I **Water Reuse Assessment Report**
Forwarded from the Georgetown Water Utility Advisory Board (GWUAB):
Consideration and possible action to approve the adoption of the Water Reuse Assessment Report -- Chelsea Solomon, Director of Water Utilities

This item was pulled from the agenda and not considered by the Council.

5.J **Pedro S.S. Services, Inc Agreement Amendment**
Consideration and possible action to approve Amendment No. 1 to Services Agreement 24-0023-SC with Pedro S.S. Services, Inc for Electric Underground Construction and Maintenance services, in an amount not to exceed $1,875,000.00 for a revised total contract value of $9,375,000.00 -- Richard Pajestka, Electric Operations and Engineering Manager

5.K **Purchase of Power-PRO and Power-LOAD from Stryker Howmedica**
Consideration and possible action to approve the purchase four (4) Stryker/Howmedica Power-Load and Power-Pro Systems at a cost not to exceed $291,980.34 -- John Sullivan, Fire Chief

5.L **Service Agreement - Siddons-Martin Emergency Group for OEM parts and service on Fire Apparatus**
Consideration and possible action to approve an annual agreement with Siddons-Martin Emergency Group in an annual amount not to exceed $ 150,000.00, and to authorize the City Manager to execute renewals of the agreement for two additional one -year terms under the same terms and conditions for a total three-year contract not to exceed $450,000.00 -- Scott Parker, Fleet Services Manager

5.M **Annual Renewal for Hexagon HxGN EAM Software Support**
Consideration and possible action to approve the annual renewal for the City's HxGN EAM software support in the amount of $139,943.48 -- Greg Berglund, Assistant IT Director

5.N **IT Lease Agreements for Servers and Network Equipment through Dell Financial Services**
Consideration and possible action to approve the lease agreements of servers and network equipment from Dell Financial Services, LLC; via re-seller Waypoint Business Solutions, LLC at an annual cost of $564,259.46 and a five (5) year grand total of $2,821,297.30 -- Chris Bryce, IT Director, and James Davis, Operations Manager

5.O **Development and Operations Agreement with SU 560 Land Holdings, LLC**
Consideration and possible action to approve the Development and Operations Agreement with SU 560 Land Holdings I LLC regarding the construction, development and operations of the City of Georgetown's Customer Service Center on a 1.80 acre tract land located within Phase One of the Southwestern 560 Planned Unit Development-- David Morgan, City Manager

5.P **Special Warranty Deed, and Parking Easement with SU 560 Land Holdings I, LLC**
Consideration and possible action to approve the Special Warranty Deed with Conditions Subsequent and Right of Reversion for 1.83 acres of land located within the William Addison Survey, Abstract No 21 and the Parking Easement with SU 560 Land Holdings I, LLC and to authorize the Mayor to execute each on behalf of the City of Georgetown -- David Morgan, City Manager

5.Q **Agreement Regarding Governance with SU 560 Land Holdings I, LLC**
Consideration and possible action to approve the Agreement regarding Governance between the City of Georgetown and SU 560 Land Holdings I, LLC related to the application and governance of the Covenants and Restrictions applying to the city-owned property located within the Southwester University 560 Development -- David Morgan, City Manager

5.R **Economic Performance Agreement between SU 560 Land Holdings I, LLC and the Georgetown Transportation Enhancement Corporation**
Consideration and possible action to approve an Economic Performance Agreement between SU 560 Land Holdings I, LLC and the Georgetown Transportation Enhancement Corporation -- David Morgan, City Manager

5.S **Municipal Service Agreement - 2026-5-ANX - 8600 RM 2338**
Consideration and possible action to approve a Municipal Service Agreement with 8600 Williams, LLC, for the provision of municipal services upon annexation to approximately 11.59 acres of land out of the Lewis P. Dyches Survey, Abstract No. 171, generally located at 8600 RM 2338, Georgetown, Texas (2026-5-ANX) -- Colin Davidson, Senior Planner

5.T **Second Reading - Replacement Fourth Amendment to Development Agreement for Parkside on the River Subdivision**
Second reading of an Ordinance of the City Council to amend Ordinance NOS. 2019-69, 2020-84, 2021-40, 2024-18, and 2026-11, and approve the Replacement Fourth Amendment to Development Agreement for Parkside on the River subdivision -- Nick Woolery, Assistant City Manager

5.U **Second Reading - Repeal Local TABC Permit Fees**
Second reading of an Ordinance to repeal local fees for alcoholic beverage permits in compliance with state law -- Leigh Wallace, Chief Financial Officer and Board of Health representative for Williamson County and Cities Health District

6. Legislative Regular Agenda

6.A **First Reading - 2026-2-REZ - 1112 University Ave**
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 0.276 Acres, C. Sur, Stubblefield, from the Residential Single-Family (RS) zoning district to the Local Commercial (C-1) zoning district, for the property generally located at 1112 University Ave W, Georgetown, TX 78628 (2026-2-REZ) -- Anish D'Souza, Associate Planner

D'Souza presented and reviewed the Aerial Map; site photos; Zoning Map; how the application applies with the approval criteria for UDC Section 3.060.030; and how public notifications were sent, and to date, staff has received no comments in favor or opposition. He added that at their May 19, 20225 meeting, the Planning and Zoning Commission recommended approval of the request with a 7-0 vote.

D'Souza read the Ordinance caption.

Mayor Schroeder opened and closed the public hearing at 6:11 p.m. as there were no speakers.

Council had no comments or questions on the item.

Moved by Kevin Pitts; seconded by Amanda Parr to Approve as presented.
Motion Approved: 5- 0
Voting For: Amanda Parr, Kevin Pitts, Benjamin H Butler, Ron Garland, and Doug Noble
Voting Against: None

6.B **First Reading - Amending Section 3.01.220 of the City Code regarding Overtime Pay Exceptions for Eligible Non-exempt Employees**
First Reading of an ordinance to amend Section 3.01.220 of the Code of Ordinances of the City of Georgetown relating to overtime exceptions for eligible non-exempt employees -- Wayne Nero, Assistant City Manager

Nero presented and reviewed the overtime policy background; the reason for the change; the goals of the revised policy; what is staying the same in the policy; an example of how hours would be calculated under the proposed policy; the financial impact; and next steps.

Nero read the Ordinance caption.

General discussion among Council and staff, including Leigh Wallace, Chief Financial Officer, and Daniel Bethapudi, General Manager of the Electric Utility, regarding clarification on how vacation hours will be calculated under the new policy; how the change would keep pay for these types of positions competitive; the importance of work done by linemen; and the low rate of safety incidents on the job.

Moved by Kevin Pitts; seconded by Doug Noble to Approve as presented.
Motion Approved: 5- 0
Voting For: Amanda Parr, Kevin Pitts, Benjamin H Butler, Ron Garland, and Doug Noble
Voting Against: None

6.C **TABC Waiver - Perky Beans**
Consideration and possible action to approve a waiver allowing alcohol sales at 2651 E University Ste 100, within 1000 feet from a school and church -- Robyn Densmore, City Secretary

Densmore presented the item and reviewed the applicant information for Perky Beans Georgetown LLC; an Aerial Map of the proposed business location; the distance requirement in the City Code related to minimum distance requirements for alcohol sales; City Code related waivers for TABC distance requirements; distance measurements and guidance for church to store, and public or private school to door; and waiver options.

General discussion among Council, staff, including Lyndsay Lujan, Assistant City Attorney, and applicants Angie and Ron Diaz, regarding how distance measurements are considered; how the distances were measured; types of alcoholic drinks being served; current Leander location and operations; hours of operation and sales; training provided to business employees to address concerns of serving alcohol near a school; the reason for choosing the location; how the alcohol served will be directly related to the coffee on the menu and have limited offerings; how the applicants and the City Secretary attempted to reach out to the church and received minimal contact from the church; and the need to be a good partner to the church.

Moved by Doug Noble; seconded by Amanda Parr to Approve to waive City Code Section 6.040.050 prohibiting alcohol sales within a specified distance pursuant to Section 6.40.060.A., based on City Council's determination that the enforcement of the prohibition is not in the best interest of the community, after consideration of the health, safety, and welfare of the public and the equities of the situation.
Motion Approved: 4- 1
Voting For: Amanda Parr, Kevin Pitts, Ron Garland, and Doug Noble
Voting Against: Ben Butler

Adjournment

Mayor Schroeder adjourned the meeting at 6:40 p.m.

These minutes were approved at the meeting of _____.

_____ _____
Mayor Attest

City of Georgetown, Texas
City Council
June 23, 2026

SUBJECT:
Resolution - ETJ Disannexation - Trinity Constructors, Inc. - 38.11 Acres

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 38.11 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcels R009966 and R599492 and owned by Trinity Constructors, Inc -- Michael Charles, Real Estate Services Coordinator

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Michael Charles, City Attorney's Office/ Real Estate

ATTACHMENTS:
Res_ETJ_Release_Trinity Constructors_Hwy195_38 AC wExhibits.pdf
TRINITY CONSTRUCTORS INC Map.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("GEORGETOWN") RELEASING APPROXIMATELY 38.11 ACRES OF LAND FROM THE CITY OF GEORGETOWN'S EXTRATERRITORIAL JURISDICTION ("ETJ"), SAID LAND IDENTIFIED BY THE WILLIAMSON COUNTY APPRAISAL DISTRICT AS PARCELS R009966 AND R599492, RESULTING IN A REDUCTION OF GEORGETOWN'S ETJ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 10, 2026, the City of Georgetown, Texas, received a petition requesting release from its ETJ of an approximately 38.11 acre tract of land in the William A. Hemphill Survey (the "Petition"), a true and correct copy of such Petition being attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, pursuant to Subchapter D of Chapter 42 of Local Government Code, landowners or residents may submit a petition seeking release of an area of land from the City's ETJ; and

WHEREAS, the City Secretary has reviewed the Petition and confirmed that it meets the requirements of Subchapter D of Chapter 42 of the Local Government Code and the petition requirements of Chapter 277 of the Election Code.

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

SECTION 1. The City Council of the City of Georgetown, Texas ("**City Council**"), does hereby find that the forgoing recitals are true and correct and adopts the recitals by this reference for all purposes.

SECTION 2. To the extent required by state law, the City Council does hereby adjust the boundaries and limits of the ETJ of the City of Georgetown, Texas, such that the ETJ of the City of Georgetown, Texas, shall be and is hereby adjusted to release and remove the Area subject to the Petition, as such Area is more particularly described and depicted in Exhibit B attached hereto and incorporated herein by reference, from the ETJ of the City of Georgetown, Texas.

SECTION 3. The City Council is not consenting to this reduction of its ETJ except as required by state law.

SECTION 4. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Georgetown, Texas, on the _____ day of _____, 2026.

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

Exhibit A to Resolution

Petition

LAW OFFICE OF TOM MURPHY

TOM MURPHY
Attorney at Law
(512) 774-6883

9600 Great Hills Trail
Suite 150W
Austin, Texas 78759

tom@tommurphyslaw.com
Cell: [redacted]
www.tommurphyslaw.com

June 2, 2026

CMRRR # 7020 1290 0000 3776 3030

RECEIVED
JUN 10 2026
CITY SEC.

Robyn Densmore
City Secretary
City of Georgetown
P.O. Box 409
Georgetown, Texas 78627

Re: Petition for Release of Area from the Extraterritorial Jurisdiction of the City of Georgetown, Texas, Trinity Constructors, Inc. (f/k/a Elusive Holdings, Inc.), WCAD Parcels R009966, R613885, and R599492

Ms. Densmore:

This firm represents **Trinity Constructors, Inc.** (formerly known as Elusive Holdings, Inc., name change effective February 7, 2023), in connection with the above-referenced matter. Enclosed please find the Petition for Release of Area from the Extraterritorial Jurisdiction of the City of Georgetown, Texas, together with all required exhibits, submitted pursuant to Tex. Loc. Gov't Code §§ 42.101–42.107 (Subchapter D).

The enclosed filing package consists of the following:

1. Signed and Notarized Petition for Release from ETJ (original);
2. Exhibit A, Metes and Bounds Descriptions for WCAD Parcels R009966 (27.96 acres) and R599492 (10.15 acres), together with WCAD parcel maps for each account;
3. Exhibit B, WCAD Tax Roll Detail for Parcels R009966, R613885, and R599492; and
4. Unanimous Written Consent of Soel Shareholder of Trinity Constructors, Inc.

By way of background, Trinity Constructors, Inc. is the current legal name of the entity formerly known as Elusive Holdings, Inc. The Texas Secretary of State issued a Certificate of Filing confirming the name change, effective February 7, 2023 (SOS File No. 801593354). Trinity Constructors, Inc. is the owner of all three parcels subject to this Petition.

Trinity Constructors, Inc. confirms that the two parcels are subject to a development agreement with the City of Georgetown under Tex. Loc. Gov't Code § 212.172. No survey plat is separately enclosed; the metes and bounds descriptions in Exhibit A, together with the WCAD parcel maps, satisfy the map requirement of § 42.104(d).

Please be advised that, upon receipt of this Petition, the City Secretary is required to notify the Petitioner as to sufficiency within **5 business days** of receipt. Tex. Elec. Code § 277.0023. If the Petition is found sufficient, the property must be released from the ETJ immediately pursuant to § 42.105(c), or, if no action is taken, the release occurs by operation of law **45 days** after receipt (or at the next council meeting following 30 days, whichever is later). Tex. Loc. Gov't Code § 42.105(d).

Please file-stamp the enclosed copy of this letter and return it to the undersigned as confirmation of the date of receipt. Should you have any questions or require any additional information, please do not hesitate to contact me directly.

Respectfully,

Tom Murphy
Attorney at Law

PETITION FOR THE RELEASE OF AREA FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF GEORGETOWN, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS:

The undersigned (hereinafter referred to as **"Petitioner"**), pursuant to Section 42.102 of the Texas Local Government Code, as amended, hereby respectfully petitions the City of Georgetown, Texas (hereinafter referred to as the **"City"**), for the release of the area described in **Exhibit A** attached hereto (the **"Property"**) from the extraterritorial jurisdiction (the **"ETJ"**) of the City.

In support of this Petition, Petitioner would respectfully show the following:

I.
Authority to File Petition

Petitioner Trinity Constructors, Inc. f/k/a Elusive Holdings, Inc., a Texas corporation (**"Trinity"**), is the sole owner of all parcels of land described herein, which parcels are located within the ETJ of the City. Petitioner has authority, pursuant to Section 42.102(b) of the Texas Local Government Code, to file this Petition as the owner of the majority in value of an area consisting of one or more parcels of land in a municipality's ETJ. Petitioner owns one hundred percent (100%) of the value of the area described by this Petition.

Justin Shane Blackburn, as Chief Executive Officer and sole shareholder of Trinity Constructors, Inc., is authorized to execute this Petition on behalf of the entity pursuant to the Unanimous Written Consent of Sole Shareholder attached hereto as **Exhibit C**.

II.
Property Description

The Property is located in Williamson County, Texas, and consists of two (2) parcels totaling approximately **38.11 acres**, all situated within the William A. Hemphill Survey, Abstract No. 283, and more particularly described as follows:

> **Parcel 1 (WCAD Account R009966):** AW0283 – Hemphill, Wm. A. Sur., ACRES 27.96, with a site address of 101 Belle Meadow Ranch Rd, Florence, TX 76527, owned by Trinity Constructors, Inc. f/k/a Elusive Holdings, Inc.; and
>
> **Parcel 2 (WCAD Account R599492):** AW0283 – Hemphill, Wm. A. Sur., ACRES 10.15, with a site address of Hwy 195, Florence, TX 76527, owned by Trinity Constructors, Inc.

The Property is more particularly described by metes and bounds and depicted in the maps attached hereto as **Exhibit A**.

III.
Signature Requirements

This Petition is signed by the owner of a majority in value of the holders of title of land in the area described by this Petition, as indicated by the tax rolls of the Williamson Central Appraisal District, attached hereto as **Exhibit B**. Petitioner is the sole owner of both parcels comprising the Property and therefore owns one hundred percent (100%) of the value of the land described herein, satisfying the requirement of Section 42.104(a)(2) of the Texas Local Government Code.

IV.
Compliance with Petition Requirements

This Petition satisfies the signature requirements described by Section 42.104 of the Texas Local Government Code. The signature on this Petition is in the signer's own

handwriting, pursuant to Section 42.104(c) of the Texas Local Government Code. Further, pursuant to Section 42.103 of the Texas Local Government Code, Chapter 277 of the Texas Election Code applies to this Petition. In compliance therewith, the signer has provided, in addition to his signature: (1) printed name; (2) voter registration number; (3) residence address; and (4) date of signing, as required by Section 277.002 of the Texas Election Code.

V.
Applicability of Subchapter D Exceptions

The Property is located within the ETJ of the City and is not subject to any of the exceptions from applicability described in Section 42.101 of the Texas Local Government Code. Specifically, the Property is not located:

(a) within five miles of the boundary of a military base at which an active training program is conducted;

(b) in an area that was voluntarily annexed into the ETJ located in a county in which the population grew by more than fifty percent (50%) from the previous federal decennial census in the federal decennial census conducted in 2020;

(c) within the portion of the ETJ of a municipality with a population of more than 1.4 million that is within fifteen (15) miles of a military base in a county with a population of more than two million; (d) in an area designated as an industrial district under Section 42.044 of the Texas Local Government Code; or

(e) in an area subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code.

VI.
Map and Boundary Description

Pursuant to Section 42.104(d) of the Texas Local Government Code, this Petition includes a map of the land to be released and describes the boundaries of the land to be released by metes and bounds, as set forth in **Exhibit A** attached hereto.

VII.
Verification of Petition

Pursuant to Section 42.105 of the Texas Local Government Code, this Petition shall be verified by the City Secretary of the City, or other person at the City responsible for verifying signatures, in accordance with Chapter 277 of the Texas Election Code. The City Secretary shall notify Petitioner as to the sufficiency of this Petition not later than the fifth regular business day after its receipt, as required by Section 277.0023 of the Texas Election Code.

VIII.
Notice to Residents and Landowners

Pursuant to Section 42.105(b) and (b-1) of the Texas Local Government Code, as amended by H.B. 2512, Acts 2025, 89th Leg., R.S., Ch. 1041, effective September 1, 2025, the City shall provide notice of this Petition to the residents and landowners of the area described by this Petition not later than the seventh business day after the date of receipt. The City may satisfy the notification requirement of Section 42.105(b-1) by notifying Petitioner in writing.

IX.
Mandatory Release

If Petitioner has obtained the signatures on this Petition required under Section 42.104 of the Texas Local Government Code to release the Property from the City's ETJ, the City shall immediately release the Property from its ETJ pursuant to Section 42.105(c) of the Texas Local Government Code.

X.
Release by Operation of Law

If the City Council has not released the Property from the ETJ by the later of the 45th day after the date the City receives this Petition or the next meeting of the City Council that occurs after the 30th day after the date the City receives this Petition, the Property shall be released from the City's ETJ by operation of law, pursuant to Section 42.105(d) of the Texas Local Government Code.

XI.
Prohibition on Re-inclusion

Pursuant to Section 42.105(e) of the Texas Local Government Code, notwithstanding any other law, the Property, once released from the City's ETJ under this Petition, may not be included in the extraterritorial jurisdiction or the corporate boundaries of a municipality unless the owner or owners of the Property subsequently request inclusion in the manner provided by law.

XII.
Petitioner Information

The voter registration information for the authorized representative of Petitioner is as follows:

Name:	Justin Shane Blackburn, CEO Trinity Constructors, Inc. f/k/a Elusive Holdings, Inc.
VUID:	[redacted]
Year of Birth:	[redacted]
Residence Address:	[redacted]
Precinct:	[redacted]

Phone: [redacted]

Email: [redacted]

PRAYER

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that this Petition be filed with the City Secretary of the City of Georgetown, Texas, and that, thereafter, the Property be released from the extraterritorial jurisdiction of the City in the manner provided by law, including particularly Sections 42.101–105 of the Texas Local Government Code, as amended; that after this Petition has been granted, the Petition and the City's action thereon be filed of record and recorded in the Office of the City Secretary of Georgetown, Texas; and that Petitioner have such other and further relief to which it may show itself justly entitled.

Respectfully submitted,

Trinity Constructors, Inc. f/k/a
Elusive Holdings, Inc.

By: _____
Justin Shane Blackburn, CEO
VUID: [redacted]
Date of Signing: 5/19/26
Phone: [redacted]
Email: [redacted]

EXHIBIT "A"

LEGAL DESCRIPTION AND MAP OF AREA TO BE RELEASED FROM THE EXTRATERRITORIAL JURISDICTION

PARCEL 1

WCAD Account R009966 – 27.96 Acres

Owned by Trinity Constructors, Inc. f/k/a Elusive Holdings, Inc.

BEING 27.96 acres of land, situated in the William A. Hemphill Survey, Abstract No. 283, in Williamson County, Texas, said 27.96 acres being described herein as Tract 7A, said Tract 7A being a portion of the remainder of a 324.754 acre tract, of record to DFLC, Inc., a Texas Company, in Document No. 2019063790 Official Public Records Williamson County, Texas, (OPRWCT). This tract was surveyed on the ground in March of 2020 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a ½" capped iron pin set, marked "FOREST RPLS 1847", for the most southerly Southwest corner hereof, same being the most northerly Northwest corner of Tract 12B, surveyed this date, said point being in the West line of said 324.754 acre tract, same being in the East Right-of-Way line of State Highway 195, from which a bronze disk in concrete found, (TXDOT Type II monument), at the Southwest corner of said 324.754 acre tract, bears: S 21°33'34" E, 690.49 feet, S 60°52'45" E, 155.38 feet and (Cl) with a Radius of 422.34 feet, having a Chord of S 81°32'08" E, 100.67 feet, with a Delta angle of 13°41'21", and an Arc Length of 100.91 feet, THENCE, with the West line of said 324.754 acre tract, and said Right-of-Way line, N 21°33'34" W, 30.00 feet, to a ½" capped iron pin found, marked "MATKIN HOOVER", for the most northerly Southwest corner hereof, same being the Southwest corner of a 10.091 acre tract (Tract 9A), of record to Jose D. Caceras, Document No. 2020009781, (OPRWCT), from which a bronze disk in concrete found, (TXDOT Type II monument), bears: N 21°33'34" W, 456.84 feet, THENCE, departing said Right-of-Way line, with the common line of said Tract 7A and said Tract 9A, N 69°05'38" E, passing at 1383.38 feet, a ½" capped iron pin found, marked "MATKIN HOOVER", for the Southeast corner of Tract 9A, continuing in all 1945.57 feet, to a ½" capped iron pin found, marked "MATKIN HOOVER", for an interior ell corner hereof, same being the Southeast corner of Tract 8, surveyed this date, THENCE, with the common line of Tract 7A and Tract 8, N 20°54'24" W, 730.83 feet, to a ½" capped iron pin found, marked "MATKIN HOOVER", for the Northwest corner hereof; same being the Northeast corner of said Tract 8, same being in the South line of a 30.06 acre tract (Tract 6), of record to Alberto Martinez Ledesma, Miguel Martinez Mons, Reidel Martinez C. & Roberto Martinez, Document No. 2020050163, (OPRWCT), THENCE, with the common line of Tract 7A and Tract 6, N 69°03'10" E, passing at 221.97 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", being the Southeast corner of said Tract 6, same being the Southwest corner of Tract 4B, surveyed this date, continuing along the common line of Tract 4B, in all a total distance of 1523.16 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for the Northeast corner hereof, same being the Southeast corner of said Tract 4B, same being a point in the West line of Tract 3A, surveyed this date,

THENCE, S 20°54'23" E, with the common line of Tract 7A and Tract 3A, passing at 271.66 feet, a ½" capped iron pin set, marked "FOREST RPLS 1847", at the Southwest corner of said Tract 3A, same being the Northwest corner of Tract 14B, surveyed this date, continuing with the West line of Tract 14B in all a total distance of 761.90 feet, a ½" capped iron pin set, marked "FOREST RPLS 1847", for the Southeast corner hereof, same being the Northeast corner of said Tract 12B, THENCE, S 69°05'38" W, 3468.39 feet, with the common line of Tract 7A and Tract 12B to the POINT OF BEGINNING, and containing 27.96 acres, more or less.

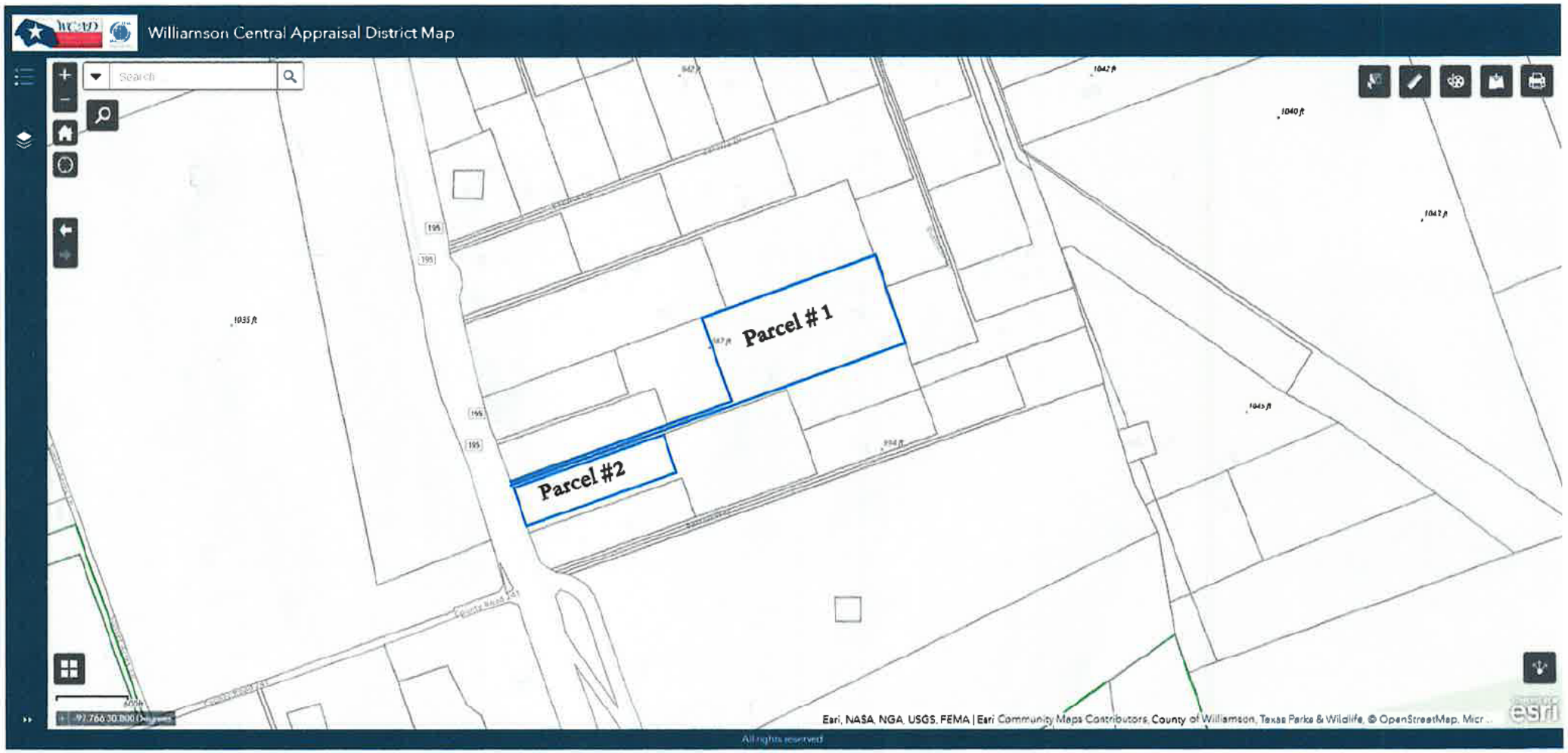
PARCEL 2

WCAD Account R599492 – 10.15 Acres

Owned by Trinity Constructors, Inc.

BEING 10.15 acres of land, situated in the William A. Hemphill Survey, Abstract No. 283, in Williamson County, Texas, said 10.15 acres being described herein as Tract 10B, said Tract 10B being a portion of land out of the remainder of a 324.754 acre tract, of record to DFLC, Inc., a Texas company, in Document No. 2019063790, Official Public Records Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in March of 2020 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a ½" capped iron pin set (steel pin), marked "FOREST RPLS 1847", for the Southwest corner hereof, said point being in the West line of said 324.754 acre tract, same being the North corner in the West line of a 10.12 acre tract (Tract 11B), surveyed this date, said point being in the East Right-of-Way line of State Highway 195, THENCE, with said Right-of-Way line and the West line of said 324.754 acre tract, N 21°33'34" W, 335.09 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for the Northwest corner hereof, THENCE, departing said Right-of-Way line, over and across said 324.754 acre tract, the following three (3) courses: N 69°05'38" E, with the south line of Tract 12B, 1321.59 feet, to a ½" capped iron pin found, marked "FOREST RPLS 1847", for the Northeast corner hereof, same being a Northwest corner of said Tract 11B, S 20°54'23" E, 335.05 feet, to a ½" capped iron pin found, marked "FOREST RPLS 1847", for the Southeast corner hereof and the Southwest corner of Tract 11B, S 69°05'36" W, 1317.77 feet, to the POINT OF BEGINNING, and containing 10.15 acres, more or less.


Williamson Central Appraisal District Map
Search
Parcel # 1
Parcel #2
1035 ft
1040 ft
1042 ft
1043 ft
1045 ft
195
Esri, NASA, NGA, USGS, FEMA | Esri Community Maps Contributors, County of Williamson, Texas Parks & Wildlife, © OpenStreetMap, Micr...
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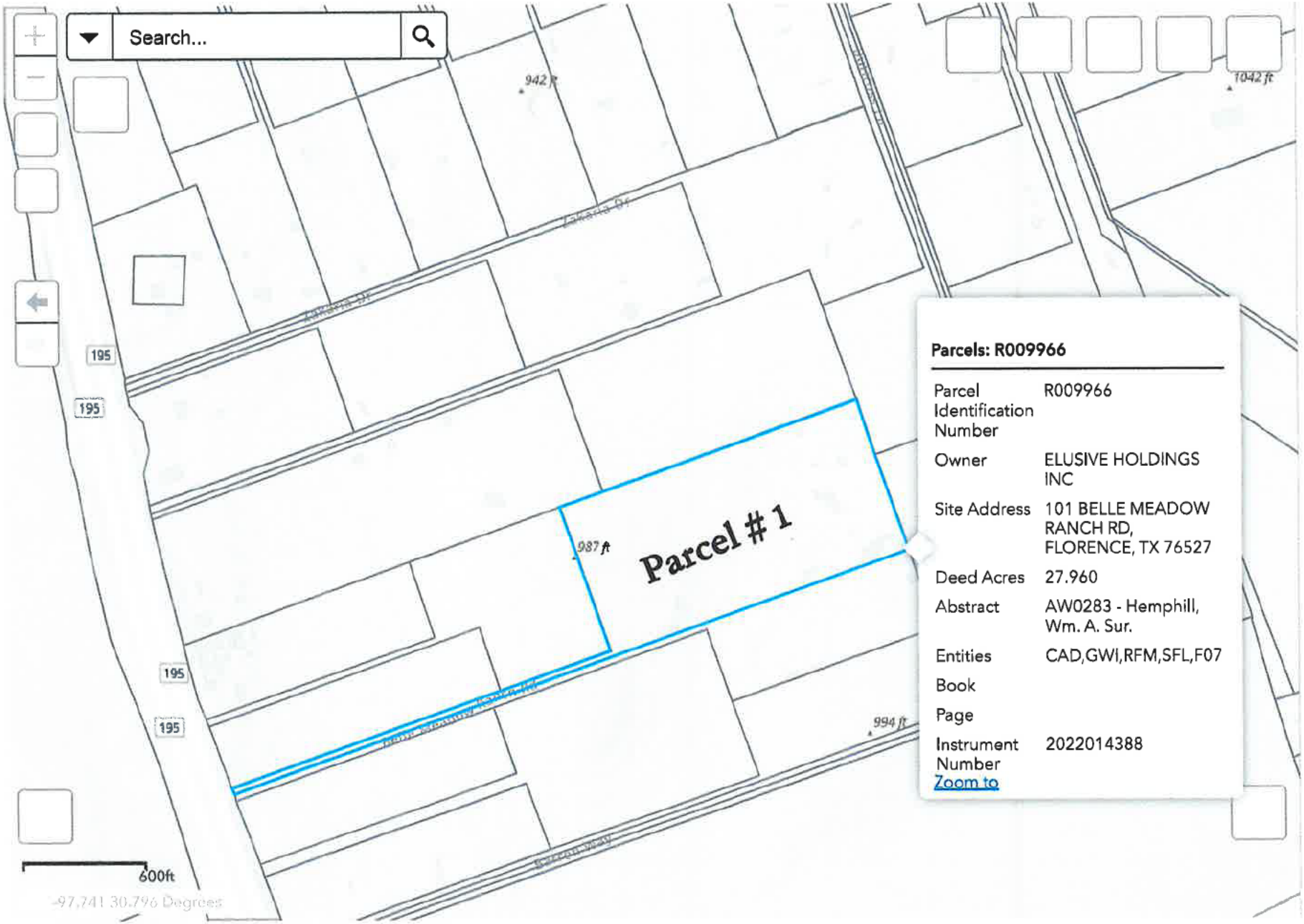
Williamson Central Appraisal District Map



Parcels: R009966

Parcel Identification Number	R009966
Owner	ELUSIVE HOLDINGS INC
Site Address	101 BELLE MEADOW RANCH RD, FLORENCE, TX 76527
Deed Acres	27.960
Abstract	AW0283 - Hemphill, Wm. A. Sur.
Entities	CAD,GWI,RFM,SFL,F07
Book	
Page	
Instrument Number	2022014388

Zoom to

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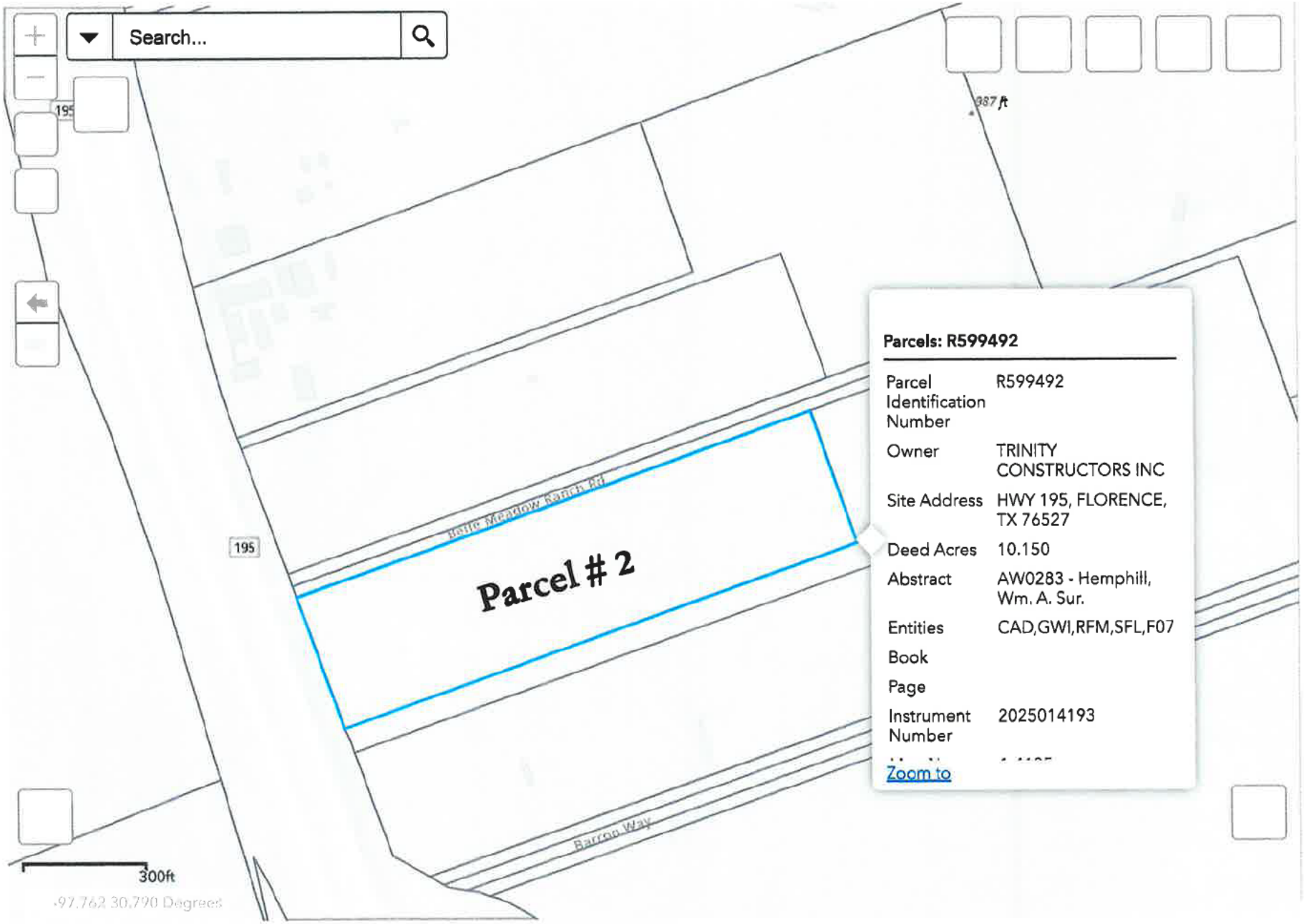
Williamson Central Appraisal District Map



Parcels: R599492

Parcel Identification Number	R599492
Owner	TRINITY CONSTRUCTORS INC
Site Address	HWY 195, FLORENCE, TX 76527
Deed Acres	10.150
Abstract	AW0283 - Hemphill, Wm. A. Sur.
Entities	CAD,GWI,RFM,SFL,F07
Book	
Page	
Instrument Number	2025014193

Zoom to

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EXHIBIT "B"

WILLIAMSON CENTRAL APPRAISAL DISTRICT
TAX ROLL DETAIL

[Please See Attached WCAD Records for Parcels]

Parcel #1

WCAD

Property	Owner	Property Address	Tax Year	2026 Market Value
R009966	ELUSIVE HOLDINGS INC	101 BELLE MEADOW RANCH RD, FLORENCE, TX 76527	2026	N/A

Page: Property Details

2026 GENERAL INFORMATION

Property Status	Active
Property Type	Land - Transitional
Legal Description	AW0283 AW0283 - Hemphill, Wm. A. Sur., ACRES 27.96
Neighborhood	F001D30F - FLORENCE / BURNET ISD RURAL
Account	R-10-W028-3000-0004
Related Properties	R590797, R594885, R594860, R597689, R597701, R598129, R598133, R598135, R598137, R599491, R599492, R599715, R599775, R600289, R600297, R600298, R600299, R613552, R613865, R613886, R620278
Map Number	1-4105
Effective Acres	0.000000

2026 OWNER INFORMATION

Owner Name	ELUSIVE HOLDINGS INC
Owner ID	
Exemptions	
Percent Ownership	100%
Mailing Address	806 HOUSE WREN LOOP PFLUGERVILLE, TX 78660
Agent	-

2026 VALUE INFORMATION

MARKET VALUE

Improvement Homesite Value	N/
Improvement Non-Homesite Value	N/
Total Improvement Market Value	N/
Land Homesite Value	N/
Land Non-Homesite Value	N/
Land Agricultural Market Value	N/
Land Timber Market Value	N/
Total Land Market Value	N/
Total Market Value	N/

ASSESSED VALUE

Total Improvement Market Value	N/
Land Homesite Value	N/
Land Non-Homesite Value	N/
Agricultural Use	N/
Timber Use	N/
Total Appraised Value	N/
Homestead Cap Loss	N/
Circuit Breaker Limit Cap Loss	
Total Assessed Value	N/

2026 ENTITIES & EXEMPTIONS

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100
CAD- Williamson CAD		N/A	N/A	N/A
E07- Wmsn ESD #7		N/A	N/A	N/A
GWI- Williamson CO		N/A	N/A	N/A
RFM- Wmsn CO FM/RD		N/A	N/A	N/A
SFL- Florence ISD		N/A	N/A	N/A

2026 IMPROVEMENTS

Expand/Collapse Al

Improvement #1	State Code	Homesite	Total Main Area (Exterior Measured)	Market Value
-	**E1 - Farm And Ranch Improvements-residence**	**Yes**	**1,440 Sq. Ft**	**N/A**

RECORD	TYPE	YEAR BUILT	SQ. FT	VALUE	ADD'L INFO
1	Main Area	2022	720	N/A	Details
2	Main Area	2022	720	N/A	Details
3	Barn	2022	3,500	N/A	Details
4	Carport	2021	330	N/A	Details
5	Patio	2022	2,300	N/A	Details
6	Workshop	2021	660	N/A	Details
7	Canopy	2021	180	N/A	Details
8	Canopy	2021	450	N/A	Details
9	Out Bldg	2020	100	N/A	Details
10	Out Bldg	2024	450	N/A	Details
11	Patio	2024	144	N/A	Details
12	Out Bldg	2024	1,800	N/A	Details
13	Canopy	2024	378	N/A	Details
14	Canopy	2024	1,386	N/A	Details
15	Out Bldg	2024	192	N/A	Details
16	Out Bldg	2024	240	N/A	Details
17	Carport	2024	6,090	N/A	Details
18	Out Bldg	2024	1,120	N/A	Details
19	Workshop	2024	588	N/A	Details
20	Canopy	2024	357	N/A	Details

2026 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE	TIM USE	LAND SIZE
1 - Residential	E1 - Farm And Ranch Improvements-residence	Yes	N/A	N/A	N/A	1.000000 acres
2 - Vacant Land	E4 - Vacant Acreage (unless platted)	No	N/A	N/A	N/A	26.960000 acres
TOTALS						**1,217,938 Sq. ft / 27.960000 acres**

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG USE	TIM MARKET	TIM USE	APPRAISED	HS CAP LOSS	CBL CAP LOSS	ASSESSED
2025	$661,363	$25,232	$686,595	$680,261	$593	$0	$0	$687,188	$0	$0	$687,18
2024	$555,233	$29,526	$584,759	$796,021	$431	$0	$0	$585,190	$0	$0	$585,19
2023	$331,681	$32,490	$364,171	$875,930	$431	$0	$0	$364,602	$0	$0	$364,60
2022	$24,875	$23,763	$48,638	$640,650	$324	$0	$0	$48,962	$0	$0	$48,96
2021	$0	$10,699	$10,699	$970,538	$1,179	$0	$0	$11,878	$0	$0	$11,87

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
1/28/2022	DFLC INC	ELUSIVE HOLDINGS INC	2022014388	
7/11/2019	THREE D PROP LTD	DFLC INC	2019063790	
	THREE D PROP LTD	THREE D PROP LTD	-	

Parcel #2

WCAD

Property	Owner	Property Address	Tax Year	2026 Market Value
R599492	TRINITY CONSTRUCTORS INC	HWY 195, FLORENCE, TX 76527	2026	N/A

Page: Property Details

2026 GENERAL INFORMATION

Property Status	**Active**
Property Type	**Land - Transitional**
Legal Description	**AW0283 AW0283 - Hemphill, Wm. A. Sur., ACRES 10.15**
Neighborhood	**F004LLLI - Flor ISD Absts/Vacant L**
Account	**R-10-W028-3000-0004N**
Related Properties	**R009966**
Map Number	**1-4105**
Effective Acres	**0.000000**

2026 OWNER INFORMATION

Owner Name	**TRINITY CONSTRUCTORS INC**
Owner ID	
Exemptions	
Percent Ownership	**100%**
Mailing Address	**806 HOUSE WREN LOOP PFLUGERVILLE, TX 78660**
Agent	**-**

2026 VALUE INFORMATION

MARKET VALUE

Improvement Homesite Value	N/
Improvement Non-Homesite Value	N/
Total Improvement Market Value	N/
Land Homesite Value	N/
Land Non-Homesite Value	N/
Land Agricultural Market Value	N/
Land Timber Market Value	N/
Total Land Market Value	N/
Total Market Value	N/

ASSESSED VALUE

Total Improvement Market Value	N/
Land Homesite Value	N/
Land Non-Homesite Value	N/
Agricultural Use	N/
Timber Use	N/
Total Appraised Value	N/
Homestead Cap Loss	N/
Circuit Breaker Limit Cap Loss	
Total Assessed Value	N/

2026 ENTITIES & EXEMPTIONS

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100
CAD- Williamson CAD		N/A	N/A	N/A
F07- Wmsn ESD #7		N/A	N/A	N/A
GWI- Williamson CO		N/A	N/A	N/A
RFM- Wmsn CO FM/RD		N/A	N/A	N/A
SFL- Florence ISD		N/A	N/A	N/A

2026 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE	TIM USE	LAND SIZE
1 - Vacant Land	E4 - Vacant Acreage (unless platted)	No	N/A	N/A	N/A	10.150000 acres
TOTALS						**442,134 Sq. ft / 10.150000 acres**

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG USE	TIM MARKET	TIM USE	APPRAISED	HS CAP LOSS	CBL CAP LOSS	ASSESSED
2025	$0	$0	$0	$402,955	$2,720	$0	$0	$2,720	$0	$0	$2,72
2024	$0	$0	$0	$430,847	$3,096	$0	$0	$3,096	$0	$0	$3,09
2023	$0	$0	$0	$430,847	$3,106	$0	$0	$3,106	$0	$0	$3,10
2022	$0	$303,891	$303,891	$0	$0	$0	$0	$303,891	$0	$0	$303,89
2021	$0	$214,378	$214,378	$0	$0	$0	$0	$214,378	$0	$0	$214,37

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
2/14/2025	3CPL HOLDINGS LLC	TRINITY CONSTRUCTORS INC	2025014193	
6/8/2020	DFLC INC	3CPL HOLDINGS LLC	2020061133	

UNANIMOUS WRITTEN CONSENT OF SOLE SHAREHOLDER
OF
TRINITY CONSTRUCTORS, INC.
(f/k/a Elusive Holdings, Inc.)

The undersigned, being the sole shareholder (the "Sole Shareholder") of **Trinity Constructors, Inc.**, a Texas corporation formerly known as Elusive Holdings, Inc. (the "Corporation"), SOS File No. 801593354, hereby acts pursuant to Section 21.462 of the Texas Business Organizations Code and takes the following action by written consent in lieu of a meeting of shareholders, effective as of the date last signed below.

RECITALS

WHEREAS, the Corporation is the owner of certain real property located in Williamson County, Texas, consisting of two (2) parcels totaling approximately 38.11 acres, identified as WCAD Account Nos. R009966 (27.96 acres) and R599492 (10.15 acres), all situated within the William A. Hemphill Survey, Abstract No. 283 (collectively, the "Property"); and

WHEREAS, the Property is located within the extraterritorial jurisdiction ("ETJ") of the City of Georgetown, Texas (the "City"); and

WHEREAS, the Corporation desires to petition the City for release of the Property from the City's ETJ pursuant to Sections 42.101–105 of the Texas Local Government Code;

and

WHEREAS, Justin Shane Blackburn serves as the Chief Executive Officer of the Corporation and is authorized to act on behalf of the Corporation in connection with the foregoing;

ACTION

NOW, THEREFORE, the Sole Shareholder hereby consents to and adopts the following resolution:

RESOLVED, that the Corporation is hereby authorized to file a Petition for Release of Area from the Extraterritorial Jurisdiction of the City of Georgetown, Texas (the "Petition"), pursuant to Subchapter D, Chapter 42 of the Texas Local Government Code, with respect to the Property; and

FURTHER RESOLVED, that Justin Shane Blackburn, Chief Executive Officer of the Corporation, is hereby authorized and directed, on behalf of the Corporation, to execute the Petition and any and all other documents, instruments, agreements, and filings as may be necessary or appropriate to effect the release of the Property from the City's ETJ, and to take any and all other actions as he deems necessary or appropriate in connection therewith; and

FURTHER RESOLVED, that all actions heretofore taken by Justin Shane Blackburn on behalf of the Corporation in connection with the foregoing are hereby ratified, confirmed, and approved in all respects.

This Unanimous Written Consent may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Consent is effective as of the date last written below.

SOLE SHAREHOLDER:

_____

Justin Shane Blackburn, Sole Shareholder
Trinity Constructors, Inc. f/k/a Elusive Holdings, Inc.
Date: 5/19/26

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this the ___ day of May, 2026, by Justin Shane Blackburn, as Sole Shareholder of Trinity Constructors, Inc. f/k/a Elusive Holdings, Inc., a Texas corporation, on behalf of said corporation.

Cheryl Guzman

Notary Public, State of Texas
My Commission Expires: 6/16/29

CHERYL GUZMAN
Notary ID #11480550
My Commission Expires
June 16, 2029

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this the 18 day of May, 2026, by Justin Shane Blackburn, as Chief Executive Officer of Trinity Constructors, Inc. f/k/a Elusive Holdings, Inc., a Texas corporation, on behalf of said corporation.

CHERYL GUZMAN
Notary ID #11480550
My Commission Expires
June 16, 2029

Cheryl Guzman
Notary Public, State of Texas
My Commission Expires: 6/16/29

Exhibit B to Resolution

Legal Description and Map

EXHIBIT "A"

LEGAL DESCRIPTION AND MAP OF AREA TO BE RELEASED FROM THE EXTRATERRITORIAL JURISDICTION

PARCEL 1

WCAD Account R009966 – 27.96 Acres

Owned by Trinity Constructors, Inc. f/k/a Elusive Holdings, Inc.

BEING 27.96 acres of land, situated in the William A. Hemphill Survey, Abstract No. 283, in Williamson County, Texas, said 27.96 acres being described herein as Tract 7A, said Tract 7A being a portion of the remainder of a 324.754 acre tract, of record to DFLC, Inc., a Texas Company, in Document No. 2019063790 Official Public Records Williamson County, Texas, (OPRWCT). This tract was surveyed on the ground in March of 2020 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a ½" capped iron pin set, marked "FOREST RPLS 1847", for the most southerly Southwest corner hereof, same being the most northerly Northwest corner of Tract 12B, surveyed this date, said point being in the West line of said 324.754 acre tract, same being in the East Right-of-Way line of State Highway 195, from which a bronze disk in concrete found, (TXDOT Type II monument), at the Southwest corner of said 324.754 acre tract, bears: S 21°33'34" E, 690.49 feet, S 60°52'45" E, 155.38 feet and (Cl) with a Radius of 422.34 feet, having a Chord of S 81°32'08" E, 100.67 feet, with a Delta angle of 13°41'21", and an Arc Length of 100.91 feet, THENCE, with the West line of said 324.754 acre tract, and said Right-of-Way line, N 21°33'34" W, 30.00 feet, to a ½" capped iron pin found, marked "MATKIN HOOVER", for the most northerly Southwest corner hereof, same being the Southwest corner of a 10.091 acre tract (Tract 9A), of record to Jose D. Caceras, Document No. 2020009781, (OPRWCT), from which a bronze disk in concrete found, (TXDOT Type II monument), bears: N 21°33'34" W, 456.84 feet, THENCE, departing said Right-of-Way line, with the common line of said Tract 7A and said Tract 9A, N 69°05'38" E, passing at 1383.38 feet, a ½" capped iron pin found, marked "MATKIN HOOVER", for the Southeast corner of Tract 9A, continuing in all 1945.57 feet, to a ½" capped iron pin found, marked "MATKIN HOOVER", for an interior ell corner hereof, same being the Southeast corner of Tract 8, surveyed this date, THENCE, with the common line of Tract 7A and Tract 8, N 20°54'24" W, 730.83 feet, to a ½" capped iron pin found, marked "MATKIN HOOVER", for the Northwest corner hereof; same being the Northeast corner of said Tract 8, same being in the South line of a 30.06 acre tract (Tract 6), of record to Alberto Martinez Ledesma, Miguel Martinez Mons, Reidel Martinez C. & Roberto Martinez, Document No. 2020050163, (OPRWCT), THENCE, with the common line of Tract 7A and Tract 6, N 69°03'10" E, passing at 221.97 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", being the Southeast corner of said Tract 6, same being the Southwest corner of Tract 4B, surveyed this date, continuing along the common line of Tract 4B, in all a total distance of 1523.16 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for the Northeast corner hereof, same being the Southeast corner of said Tract 4B, same being a point in the West line of Tract 3A, surveyed this date,

THENCE, S 20°54'23" E, with the common line of Tract 7A and Tract 3A, passing at 271.66 feet, a ½" capped iron pin set, marked "FOREST RPLS 1847", at the Southwest corner of said Tract 3A, same being the Northwest corner of Tract 14B, surveyed this date, continuing with the West line of Tract 14B in all a total distance of 761.90 feet, a ½" capped iron pin set, marked "FOREST RPLS 1847", for the Southeast corner hereof, same being the Northeast corner of said Tract 12B, THENCE, S 69°05'38" W, 3468.39 feet, with the common line of Tract 7A and Tract 12B to the POINT OF BEGINNING, and containing 27.96 acres, more or less.

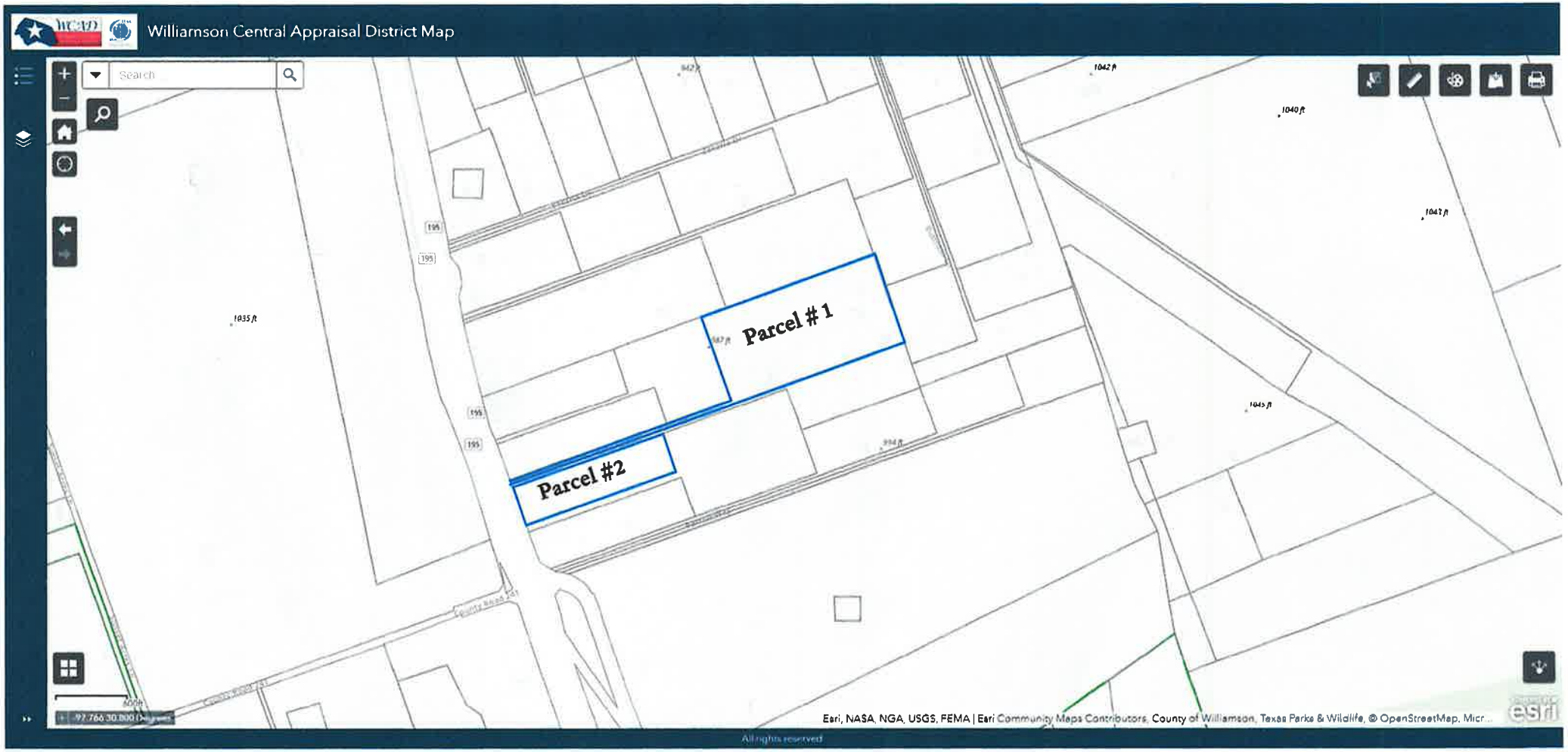
PARCEL 2

WCAD Account R599492 – 10.15 Acres

Owned by Trinity Constructors, Inc.

BEING 10.15 acres of land, situated in the William A. Hemphill Survey, Abstract No. 283, in Williamson County, Texas, said 10.15 acres being described herein as Tract 10B, said Tract 10B being a portion of land out of the remainder of a 324.754 acre tract, of record to DFLC, Inc., a Texas company, in Document No. 2019063790, Official Public Records Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in March of 2020 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a ½" capped iron pin set (steel pin), marked "FOREST RPLS 1847", for the Southwest corner hereof, said point being in the West line of said 324.754 acre tract, same being the North corner in the West line of a 10.12 acre tract (Tract 11B), surveyed this date, said point being in the East Right-of-Way line of State Highway 195, THENCE, with said Right-of-Way line and the West line of said 324.754 acre tract, N 21°33'34" W, 335.09 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for the Northwest corner hereof, THENCE, departing said Right-of-Way line, over and across said 324.754 acre tract, the following three (3) courses: N 69°05'38" E, with the south line of Tract 12B, 1321.59 feet, to a ½" capped iron pin found, marked "FOREST RPLS 1847", for the Northeast corner hereof, same being a Northwest corner of said Tract 11B, S 20°54'23" E, 335.05 feet, to a ½" capped iron pin found, marked "FOREST RPLS 1847", for the Southeast corner hereof and the Southwest corner of Tract 11B, S 69°05'36" W, 1317.77 feet, to the POINT OF BEGINNING, and containing 10.15 acres, more or less.


Williamson Central Appraisal District Map
Search
Parcel # 1
Parcel #2
1042 ft
1040 ft
1047 ft
1045 ft
1035 ft
195
Esri, NASA, NGA, USGS, FEMA | Esri Community Maps Contributors, County of Williamson, Texas Parks & Wildlife, © OpenStreetMap, Micr...
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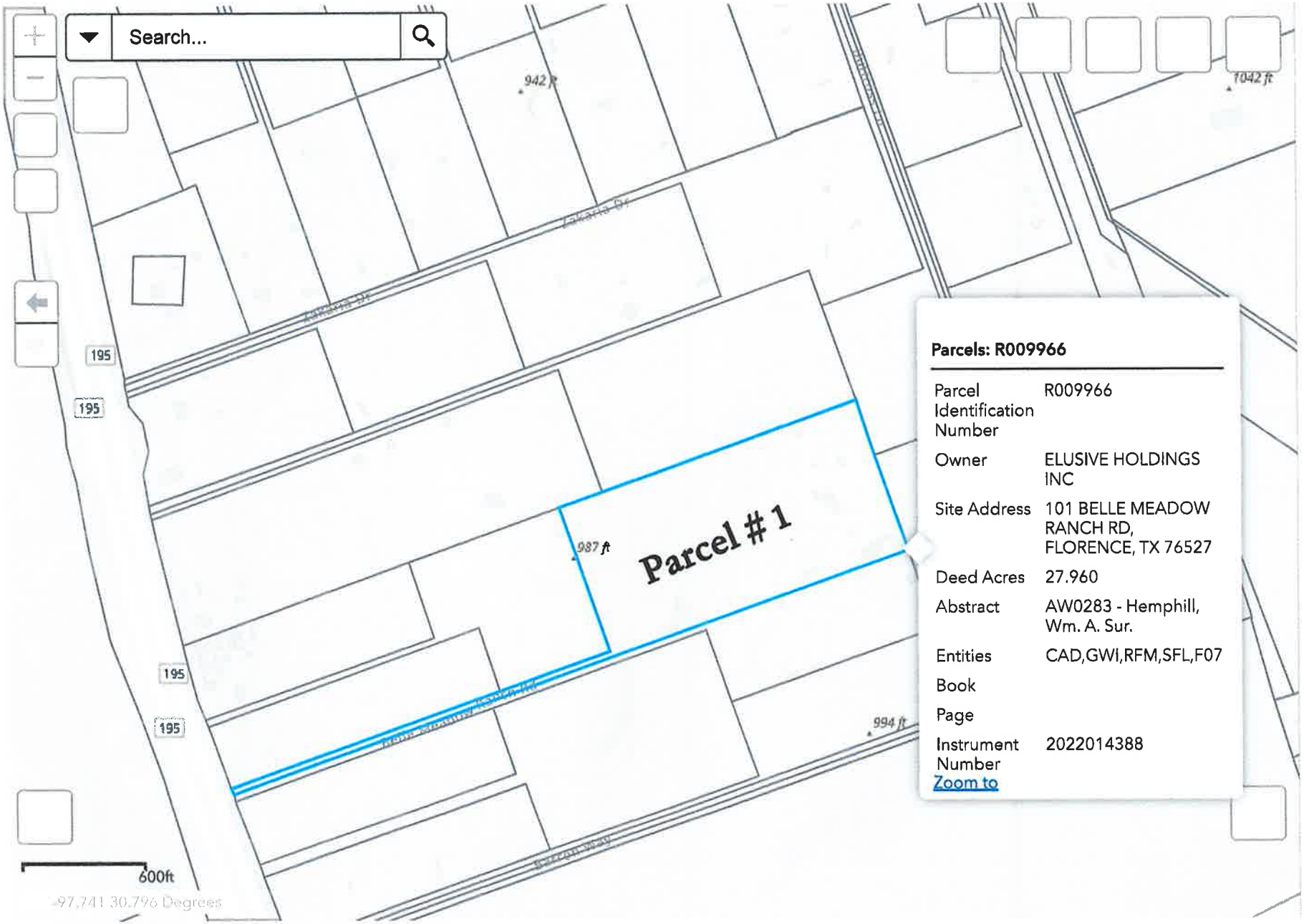
Williamson Central Appraisal District Map



Parcels: R009966

Parcel Identification Number	R009966
Owner	ELUSIVE HOLDINGS INC
Site Address	101 BELLE MEADOW RANCH RD, FLORENCE, TX 76527
Deed Acres	27.960
Abstract	AW0283 - Hemphill, Wm. A. Sur.
Entities	CAD,GWI,RFM,SFL,F07
Book	
Page	
Instrument Number	2022014388

Zoom to

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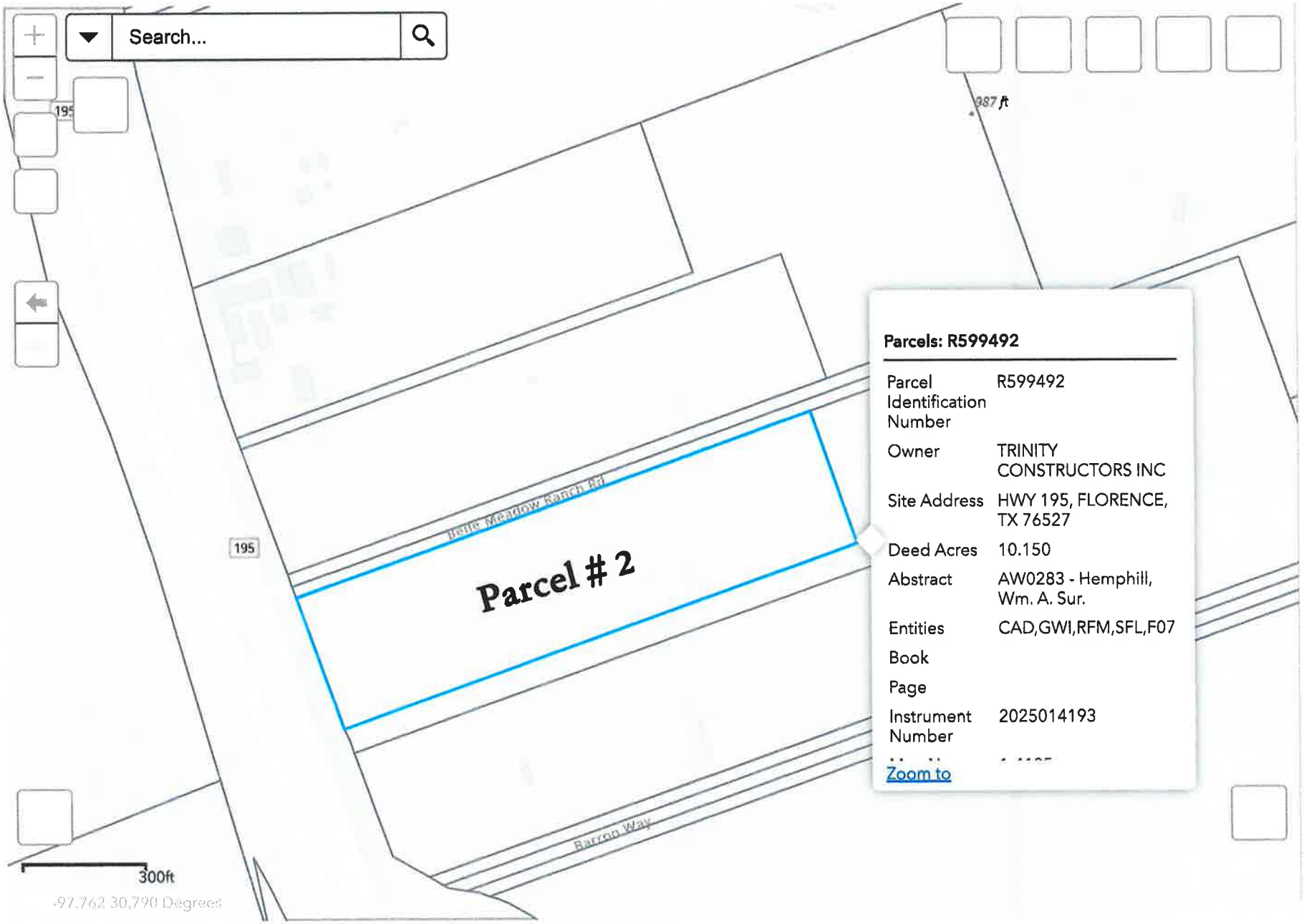
Williamson Central Appraisal District Map



Parcels: R599492

Parcel Identification Number	R599492
Owner	TRINITY CONSTRUCTORS INC
Site Address	HWY 195, FLORENCE, TX 76527
Deed Acres	10.150
Abstract	AW0283 - Hemphill, Wm. A. Sur.
Entities	CAD,GWI,RFM,SFL,F07
Book	
Page	
Instrument Number	2025014193

Zoom to

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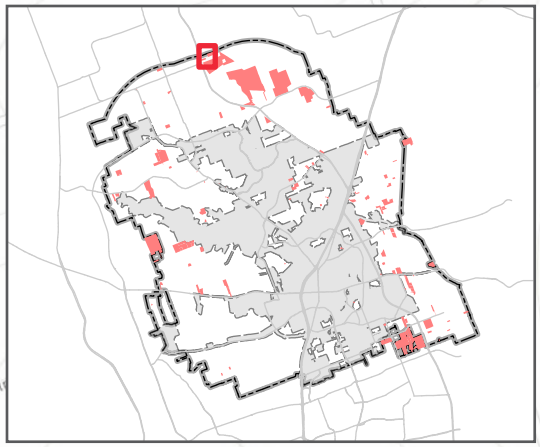
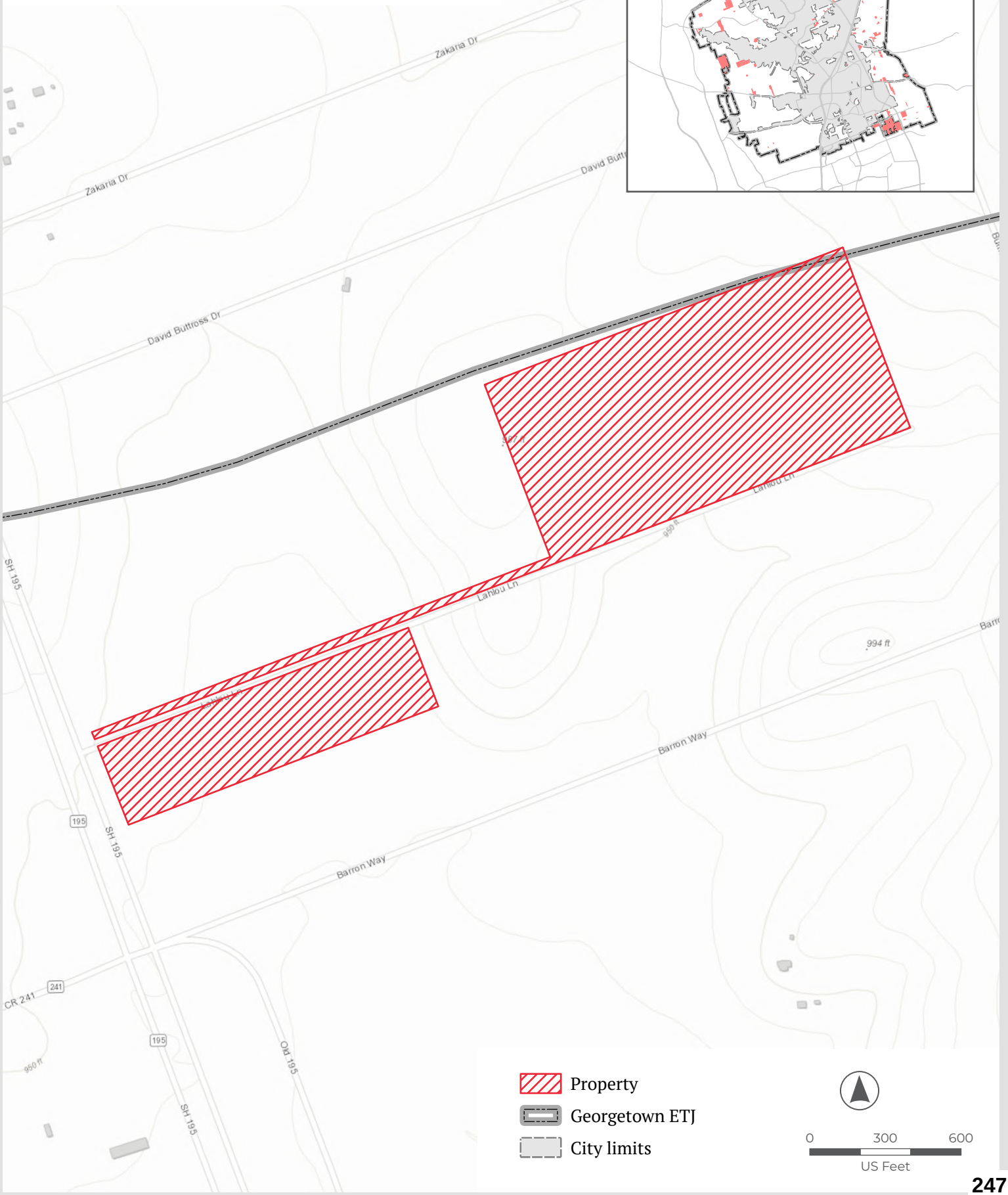
Petitioned for ETJ Removal

TRINITY CONSTRUCTORS INC





City of Georgetown, Texas
City Council
June 23, 2026

SUBJECT:
Appointment of Brown to Arts and Culture Advisory Board

SUGGESTED ACTION:
Consideration and possible action to confirm the appointment of Denise Brown to the Arts and Culture Advisory Board to fill a vacancy -- Mayor Josh Schroeder

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
June 23, 2026

SUBJECT:
Police K-9 Release Agreement

SUGGESTED ACTION:
Consideration and possible action to approve a Police K-9 Adoption and Release Agreement transferring ownership of a police canine who has reached the end of working life -- Cory J. Tchida, Chief of Police

ITEM SUMMARY:
One of the police canines has reached the end of its working life due to performance issues. When police canines reach end of life, it is common for them to be transferred to private ownership, including a current or former handler, under an agreement. This agreement complies with Chapter 614 of the Texas Government Code. Some of the more pertinent restrictions require the canine to not be used for any further government service and if the private owner becomes incapable of caring for the animal, they must consult with the City before taking any actions.

FINANCIAL IMPACT:

SUBMITTED BY:
Cory Tchida, Police Department

ATTACHMENTS:
K9 RELEASE_K-9 Agreement_06232026.pdf

POLICE K-9 ADOPTION &

RELEASE AGREEMENT

THIS POLICE K-9 OFFICER ADOPTION & RELEASE AGREEMENT (the "Agreement") is made and entered into on this ___ day of _____, 2026 by and between the City of Georgetown, a Texas home-rule municipal corporation (the "City"), and Stephen Bacelis (the "Transferee").

WHEREAS, the Georgetown Police Department has one (1) Belgian Malinois DOG known as "K-9 Herakles"; and

WHEREAS, the Chief of the Georgetown Police Department has determined K-9 Herakles is at the end of his working life and is surplus to the needs of the Georgetown Police Department, and after consulting with the animal's veterinarian, handlers, and other caretakers, has determined that K-9 Herakles is suitable for transfer; and

WHEREAS, the City desires to retire K-9 Herakles from active duty, to convey ownership of K-9 Herakles to Transferee, and for Transferee to provide for the care and maintenance of K-9 Herakles pursuant to the terms of this Agreement and in compliance with Texas Government Code Chapter 614, Subchapter L ("Chapter 614"); and

WHEREAS, the Chief of the Georgetown Police Department believes that Transferee is capable of caring for K-9 Herakles pursuant to Chapter 614;

NOW, THEREFORE, in consideration of the mutual benefits to be derived here from, the parties mutually agree as follows:

1. The City hereby assigns, conveys, and transfers to Transferee all rights, title, and interest to K9 Herakles, subject to the following conditions:

    a. Without the City's prior written consent, Transferee will not sell or give away K-9 Herakles, nor will Transferee use or permit the use of K-9 Herakles as detection, rescue, or service animal in any capacity;
    b. Transferee will not use the canine for any future Law Enforcement functions;
    c. Transferee will comply with all state and local laws applicable to the keeping of domestic animals;
    d. Transferee, at Transferee's sole cost and expense, will provide food, shelter, and regular and appropriate veterinary care, including medication, and take all reasonable measures to ensure the health and safety of K-9 Herakles;
    e. Transferee will immediately notify the Georgetown Police Department in writing if Transferee is no longer able to humanely care for K-9 Herakles; and
    f. Transferee will immediately surrender K-9 Herakles to the Georgetown Police Department upon notification under Section 1.e., herein, or upon a determination by the Georgetown City Council that Transferee is no longer able to humanely care for K-9 Herakles.

2. ACKNOWLEDGEMENT OF BREED AND TRAINING. TRANSFEREE HEREBY ACKNOWLEDGES THAT K-9 HERAKLES IS A BELGIAN MALINOIS DOG TRAINED IN POLICE CANINE PROCEDURES AND TACTICS, INCLUDING, BUT NOT LIMITED TO PHYSICAL APPREHENSION TRAINING AND OTHER FORMS OF AGGRESSIVE CONDUCT.

3. Disclaimer of Warranties and Representations. Transferee hereby acknowledges that the City makes no representations or warranties concerning the health or demeanor of K-9 Herakles, which is transferred "AS IS" and Transferee assumes any and all responsibility and obligation for the condition, care and acts, of K-9 Herakles. Further, City is not liable for veterinary expenses of the K-9 Herakles, including expenses associated with care for a condition of the animal that existed before or at the time of transfer, regardless of whether the City was aware of the condition

4. Assumption of Risk; Release & Indemnification. **TRANSFEREE HEREBY ASSUMES ANY AND ALL RISKS RELATING TO THE OWNERSHIP AND USE OF K-9 HERAKLES FROM THE DATE FIRST WRITTEN ABOVE, INCLUDING DAMAGES ARISING FROM K-9 HERAKLES' LAW ENFORCEMENT TRAINING. TRANSFEREE FURTHER AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITIES, INJURIES, LOSSES, DAMAGES, EXPENSES, ACTIONS, AND CLAIMS, INCLUDING COSTS AND REASONABLE ATTORNEY'S FEES INCURRED BY THE CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS IN DEFENSE THEREOF, ASSERTING OR ARISING DIRECTLY OR INDIRECTLY FROM TRANSFEREE'S USE OR POSSESSION OF K-9 HERAKLES AND FROM ACTS ENGAGED IN BY K-9 HERAKLES; PROVIDED, HOWEVER, THIS PARAGRAPH DOES NOT PURPORT TO INDEMNIFY THE CITY AGAINST LIABILITY FOR ANY ACTIVITIES OF K-9 HERAKLES PRIOR TO SAID TRANSFER DATE.**

5. Severability. If any part of this Agreement is found to be illegal, unenforceable, or in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is illegal, unforeseeable, or in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

6. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Texas. It is agreed that venue for any lawsuit arising out of or relating to subject matter under this Agreement shall be in Williamson County, Texas.

IN WITNESS WHEREOF, the City and Transferee have executed this Agreement on the day and year first above written.

CITY OF GEORGETOWN

_____
Josh Schroeder, Mayor

TRANSFEREE

_____
Stephen Bacelis

ATTEST

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM

_____
Skye Masson, City Attorney

City of Georgetown, Texas
City Council
June 23, 2026

SUBJECT:
Airport Fuel Contract Award

SUGGESTED ACTION:
Consideration and possible action to approve an annual agreement between the City of Georgetown and Avfuel for Airport Fuel with an annual not to exceed amount of $5,000,000.00 and to authorize the City Manager to execute renewals of the agreement for up to four additional one-year terms with the same terms and conditions for a total five-year contract not to exceed amount of $25,000,000.00 -- Matthew Sommerfeld, Airport Manager, and Eric Johnson, Public Works Director

ITEM SUMMARY:
The City of Georgetown completed a Request for Proposal (RFP) for Aviation Fuel, with proposals due March 10, 2026, and a total of four proposals. After reviewing the proposals, the staff recommends Avfuel Corporation. Avfuel Corporation currently holds the contract with the City of Georgetown and has provided excellent service over the past four years.

FINANCIAL IMPACT:
The airport allocates $5,000,000.00 from the Annual Airport Operating Budget.

SUBMITTED BY:
Anne Pogson, Public Works

ATTACHMENTS:
Attachment RFP 1 of 2.pdf
Attachment RFP 2 of 2.pdf

GEORGETOWN
TEXAS
more than welcome

Invitation To Bid
No. 202621
For
Airport Fuel

Issued: February 4, 2026

Issued By:
City of Georgetown
Purchasing Department
510 W. 9th Street
Georgetown, TX 78627

Responses Due: 2PM, March 10, 2026

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X. PRICE SHEET ..... EXHIBIT B

XI. BIDDERS INFORMATION FORM ..... EXHIBIT C

XII. BIDDERS REFERENCE ..... EXHIBIT D

INTRODUCTION

Bids are solicited for **Aviation Fuel** with the following definitions, terms, and conditions of bidding.

The Successful Bidder must meet all requirements of the Invitation to Bid, maintain proper licensing, and comply with all federal, state, and local laws and mandates relative to the services specified in this Bid.

A. NOTICE

Sealed bids are due at **2:00 p.m. on March 10, 2026,** after which time all qualified bids will be opened and publicly read aloud.

B. RECEIPT OF BIDS

Electronic Sealed Bids. Electronic Sealed Bids shall be submitted through the City's web site at: https://georgetown.ionwave.net/Login.aspx. All interested Bidders are required to register as a "supplier" on the City's E-bid System at the above web address and clicking on "Supplier Registration". Registration provides automatic access to the solicitation and its documents (specifications, attachments, exhibits), and for any changes to the solicitation including change(s) to the submission time and date.

Electronic Bids shall be uploaded in the E-bid system and electronically submitted.

Electronic Bids must be received prior to the time and date specified in the City's E-bid System.; the Bidder shall ensure that the Bid was properly uploaded and submitted in the System. The time Bids are received shall be determined by the electronic clock in the City's E-bid System.

NOTE: Bid opportunities are posted and available to download on the City of Georgetown's On-Line Bidding System at https://gtowntx.ionwave.net/CurrentSourcingEvents.aspx.

Vendors may receive notice of bids from the City of Georgetown from a variety of channels. Approved methods of dissemination include the City of Georgetown website or the City of Georgetown Purchasing Office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your bid non-compliant. City of Georgetown accepts no responsibility for the receipt or notification of solicitations through any other source.

C. QUESTIONS AND INQUIRIES

Questions and inquiries about this Solicitation shall be submitted in writing to the following individual:

Veronica Ferriz
Purchasing Department
Veronica.ferriz@georgetowntexas.gov

The deadline for written questions is **February 13, 2026 at 5:00 p.m.**

D. SCHEDULE OF IMPORTANT DATES

The tentative schedule for this Solicitation is as follows:

Release ITB to Vendors		**February 4, 2026**
Deadline for Questions and Inquiries	**5PM CST**	**February 13, 2026**
ITB Responses Due Date	**2PM CST**	**March 10, 2026**
City's Earliest Review of Proposals		**March 2026**
Earliest Award by City		**April, 2026**

The City reserves the right to modify these dates.

E. AWARD OF BID

The City shall award the bid to the Bidder whose Bid is determined to be the best value. Best value criteria to be considered for award follows:

1. Purchase price;
2. Reputation of the bidder and of the bidder's goods or services;
3. Quality of the bidder's goods or services;
4. The extent to which the goods or services meet the municipality's needs;
5. the bidder's past relationship with the municipality;
6. Training in professional fuel handling.
7. Lease of fuel delivery vehicles.
8. Credit Card processing fees.
9. Credit card processing form.
10. Support Services.

Although the cost of products to be provided is an essential part of the Bid, the City is not obligated to award a contract on the sole basis of cost.

DEFINITIONS

The following definitions shall apply in this solicitation:

A. AGREEMENT/CONTRACT

A mutually binding legal document obligating the Vendor to furnish the goods specified within this solicitation and obligating the City to pay for the goods as specified.

B. BID/RESPONSE/OFFER/QUOTATION

A complete, properly signed response to this solicitation that, if accepted, would bind the Respondent to perform the resulting contract.

C. BIDDER/RESPONDENT/OFFERER

The entity or individual submitting a bid to the City to provide the goods or services specified herein.

D. CITY

The City of Georgetown, located in Williamson County, Texas.

E. CITY COUNCIL

The elected officials of the City of Georgetown, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter and State Constitution and Laws.

F. GOODS

Materials, supplies, commodities, and/or equipment.

G. PIGGYBACK CONTRACT

A contract or agreement that has been competitively bid in accordance with State of Texas statutes, rules, policies, and procedures and has been extended for the use of state and local agencies that have entered (or will) into an Interlocal Agreement with the City.

H. PURCHASE ORDER

A purchase order (PO) is a document issued to a specific vendor by Purchasing staff setting forth the descriptions, quantities, prices, discounts, payment terms, date of performance or shipment, and other related terms and conditions. **Acceptance of a purchase order by a vendor forms an agreement between the buyer and seller, and no agreement exists until the purchase order is accepted.** A purchase order records the financial obligation of the City to pay for goods or services properly received; therefore, a purchase order is also required for all contracts with an expenditure of funds entered into by the City Manager or City Council.

I. SOLICITATION/INVITATION TO BID

This Solicitation document issued by the City containing terms, conditions, and specifications for the goods or services to be procured.

J. VENDOR/CONTRACTOR

The Bidder awarded the contract to provide goods or equipment to the City as fulfillment of obligations arising from this Solicitation.

INSTRUCTIONS TO BIDDERS

Qualified bidders interested in responding to this Solicitation must submit the following information as part of their bid response. Failure to provide any information requested in this Solicitation may result in disqualification of the bid response.

A. FORMS

All Responses must be submitted on the form(s) provided by the City and accompanied by all required attachments. All figures must be written in ink or typewritten. Mistakes may be crossed out, corrections inserted adjacent thereto and initiated in ink by the person certifying the bid.

B. CERTIFICATION

This Solicitation includes a certification page. Respondent must:

1. Furnish complete name, mailing address, telephone number and email of the individual duly authorized to execute contractual documents on behalf of the Respondent.
2. Furnish name of individual(s), along with respective telephone numbers and email addresses, who will be responsible for answering all questions.
3. Certify that they have not conspired with any other potential Respondents in any manner to attempt to control competitive pricing.
4. Certify that they are duly qualified, capable, and otherwise bondable business entity not in receivership or contemplating same and has not filed bankruptcy.

C. DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any Bidder or person considering doing business with a local government entity disclose the Bidder or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict-of-Interest Questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Any completed Conflict of Interest Questionnaires shall be submitted to the City.

Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Bidder's offer.

D. DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least $1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by the Texas Ethics Commission ("TEC") is as follows:

1. The disclosure of interested parties must be performed using the Texas Ethics Commission's electronic filing application listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.

2. The copy of Form 1295 submitted to the City must be notarized and contain the unique certification number from the TEC. The form must be filed with the City pursuant to
   §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the City.

The City, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

E. EXCEPTIONS

Any deviations from terms, conditions, or specifications contained herein must be clearly indicated in the Response to this Solicitation in writing. Any deviations or exceptions are subject to review by the City and may deem the Response disqualified or non-responsive. If no exceptions are stated, it will be understood that all general terms and conditions and specific requirements will be complied with, without exception.

F. BID LITERATURE

Respondents must submit with their bid the latest printed literature and detailed specifications on equipment or material the Bidder proposes to furnish. Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase.

STANDARD TERMS AND CONDITIONS

A. ACCEPTANCE

Upon acceptance and approval by the City Council, or their designee, this solicitation and the selected bid effects a working contract between the City and the Contractor. A City of Georgetown Purchase Order is required prior to the delivery of any goods or services provided to the City.

B. ABSENCE OF PURCHASE ORDER OR AGREEMENT

The City is not responsible for delivery of any commodities, equipment, or services without a proper Purchase Order.

C. ADDENDA

If it becomes necessary to revise any part of this Invitation to Bid prior to the due date and time, a written addendum will be provided to all Bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specification by the City's employees, unless such clarification of change is provided to Bidders in written addendum form from the Purchasing Department.

Addenda will be transmitted by electronic means to all registered Bidders in the City's E-bid system that are known to have downloaded a copy of the bid documents and specifications from the City's E-bid system.

However, it shall be the sole responsibility of the Bidder to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Bidder shall provide written acknowledgment of all addenda.

D. ADVERTISING AND PUBLICITY

Bidder shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

E. ASSIGNMENTS

The Agreement shall be binding upon and inure to the benefit of the City and the Vendor, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Vendor without the prior written consent of the City. Any attempted assignment or delegation by the Vendor shall be void unless made in conformity with this Paragraph. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Agreement.

F. BUSINESS PRACTICES

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, national origin, or any protected class in consideration for an award.

G. CANCELLATION OR TERMINATION

1. **Termination For Cause**:

   In the event of default by the Vendor, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless

otherwise specified, after the date of such notice, unless the Vendor, within such ten (10) day period cures such default or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist.

In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a result of the Vendor's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate.

Additionally, in the event of default by the Vendor, the City may remove the Vendor from the City's Vendor List and any Offer submitted by the Vendor may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. **Termination Without Cause**:
   The City shall have the right to terminate the 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 Vendor 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 Vendor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and obligations incurred prior to the date of termination in accordance with the terms hereof.
3. **Non-Appropriation**:
   The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement if, for any reason, funds are not appropriated to continue this Agreement.
4. **Cancellation**:
   The City reserves the right to cancel the Agreement for default for all or any part of the delivered portion of the deliverables if the Vendor breaches any term hereof including warranties or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

H. CLAIMS

If a claim, demand, suit, or other action is asserted against the Vendor which arises under or concerns the Agreement, or which could have a material adverse effect on the Vendor's ability to perform thereunder, the Vendor shall give written notice to the City within ten (10) calendar days after receipt of notice by the Vendor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the Purchasing Department as set forth below and to the City Attorney at PO Box 409, Georgetown, TX 78627.

I. CODES, PERMITS, LICENSES

Vendor shall comply with all federal, state, and local standards, codes, and ordinances, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations, or requirements of these authorities. Vendor

shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

J. COLLUSION

Advanced disclosures of any information to any Bidder which gives that particular Bidder any advantage over any other interested Bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all responses to that particular bid solicitation or request.

K. COMMUNICATION

To ensure the proper and fair evaluation of this bid, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Bidder to the City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Bidder and the City will be initiated by the appropriate City Official or Employee to obtain information or clarification needed to develop a proper and accurate evaluation of the Bid. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the Bid then in evaluation, or any future Solicitation. Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed to the City of Georgetown Purchasing Office, 510 W. 9th Street, Georgetown, TX 78626, 512-930-8141, purchasing@georgetown.org.

L. CONFIDENTIALITY

In order to provide the deliverables to the City, Vendor may require access to certain of the City's and/or its licensors' confidential information including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential (collectively, "Confidential Information"). Vendor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Vendor (including its employees, subcontractors, agents or representatives) agrees that it will maintain the Confidential Information in strict confident and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Vendor promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Vendor agrees to use protective measures no less stringent than the Vendor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

M. DEFAULT

Vendor shall be in default under the Agreement if the Vendor (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to fully, timely and faithfully perform any of its material obligations under any agreement Vendor has with the City, (c) fails to timely pay any fees or taxes owed to the City, (d) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (e) makes a

material misrepresentation in Vendor's bid, or in any report or deliverable required to be submitted by Vendor to the City.

A Vendor who abandons or defaults the work on the Agreement and causes the City to purchase the goods or services elsewhere may be charged the difference in cost of the goods or service if any and may not be considered in the re-advertisement of the service and may be rejected as an irresponsible bidder and not considered in future Solicitations for the same type of service unless the scope of work is significantly modified.

N. DELAYS

The City may delay scheduled delivery or other due dates by written notice to the Vendor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and the Vendor shall negotiate an equitable adjustment for costs incurred by the Vendor in the Agreement price and execute an amendment to the Agreement. The Vendor must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified herein. However, nothing in this provision shall excuse the Vendor from delaying the delivery as notified.

O. DISCLOSURE OF PENDING LITIGATION:

Each Bidder shall include in its bid a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Respondent or in which the Respondent has been judged guilty.

P. DISPUTE RESOLUTION

If either the Vendor or the City has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, 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 in accordance with the Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise all remedies available under law regarding the dispute.

Q. FORCE MAJEURE

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

R. FRAUD

Fraudulent statements by the Vendor on any bid or in any report or deliverable required to be submitted by the Vendor to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

S. GRATUITIES

The City may, by written notice to the Vendor, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Vendor or any agent or representative of the Vendor to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performance of the Agreement. In the event the Agreement is cancelled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Vendor, as a result of the gratuities.

T. INDEPENDENT SUCCESSFUL BIDDER

Nothing in this bid is intended to be construed as creating an employer/employee relationship, a partnership or joint venture. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Vendor shall not be within protection or coverage of the City's Worker Compensation Insurance, Health Insurance, Liability Insurance, or any other insurance that the City, from time to time, may have in force.

U. INDEMNITY

VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THE AGREEMENT. IF THE VENDOR AND THE CITY ARE CONCURRENTLY NEGLIGENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THAT PORTION OF NEGLIGENCE ATTRIBUTABLE TO IT AS DETERMINED UNDER THE APPLICABLE PROPORTIONATE RESPONSIBILITY RULES OF THE STATE OF TEXAS.

V. INFRINGEMENT

Vendor represents and warrants to the City that: (a) Vendor shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Vendor in accordance with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by an person or entity with respect to the ownership or operation of the deliverables and the Vendor does not know of any basis for any such claims.

Vendor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from:

(a) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Vendor's breach of

any of the Vendor's representations or warranties stated in this Agreement. In the event of any such claim, the City shall have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Vendor agrees that the City's specifications regarding the deliverables shall in no way diminish Vendor's warranties or obligations under this Paragraph, and the City makes no warranty that the products, development, or delivery of such deliverables will not impact such warranties of Vendor.

W. INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain during the term of the Agreement the City's insurance requirements are provided in Exhibit A.

AA. INTERLOCAL AGREEMENT

Other governmental entities may be extended the opportunity to purchase from Solicitations awarded by the City, with the consent and agreement of the successful Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Vendor's Response. However, all parties indicate their understanding, and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

BB. INTERPRETATION

The Agreement is intended by both parties as the final, complete, and exclusive statement of the terms of their Agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

CC. INVALIDITY

The invalidity, illegality, or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace the stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

DD. LIABILITY

Any person, firm or corporation party to this Agreement or Purchase Order shall be liable for all damages incurred while in the performance of the Agreement.

Vendor assumes full responsibility for the terms contained herein and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any

injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement or Purchase Order to the Vendor and the negligence of the Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

EE. LIENS

Vendor shall defend, indemnify, and hold the City harmless from and against any and all liens and encumbrances for all goods and equipment provided under this Agreement. At the City's request, the Vendor or its subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

FF. MANAGEMENT

Should there be a change in ownership or management, the Agreement may be canceled unless a mutual Agreement is reached with the new owner to continue the Agreement with its present terms, conditions, and pricing. The Agreement is nontransferable by either party.

GG. NOTICES

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Vendor shall be sent to the address specified in the Vendor's bid or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of Georgetown, Purchasing Office, PO Box 409, Georgetown, TX 78627 and marked to the attention of the Buyer.

HH. OVERCHARGES

Vendor hereby assigns to the City all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

II. PAYMENT TERMS

1. **Tax Exempt Status**:

   The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Vendor will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

2. **Invoicing Requirements**:

   Unless otherwise specified, all invoices shall be submitted to City of Georgetown, Accounts Payable, PO Box 409, Georgetown, TX 78627, and issued as required by the Purchase Order or Agreement. Each invoice must reference the unique Purchase Order number and include the Vendor's complete name and remit to address.

If applicable, transportation and delivery charges must be itemized on each invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice if applicable.

3. **Payments by Electronic Funds Transfer:**
   In an effort to expedite Vendor payments and improve efficiency by eliminating paper checks, the City of Georgetown's preferred method is to send payments electronically via Automated Clearing House (ACH). If the Vendor would like to receive payments electronically, the Vendor may request an ACH Form from Accounts Payable at AP@Georgetown.org.
4. **Payment Terms**:
   All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after acceptance of goods, supplies, materials, equipment, or the day of performance of services was completed, or the day of receipt of a correct invoice for goods, supplies, materials, equipment or services, whichever is later. The Vendor 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 Vendor 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 Vendor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.
5. **Right To Audit**:
   The Vendor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce all records of the Vendor related to the performance under this Agreement. The Vendor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Vendor are resolved, whichever is longer. The Vendor agrees to refund to the City any overpayments disclosed by any such audit.
6. **Firm Pricing**:
   The price shall remain firm for the duration of the Purchase Order or Contract, or extension periods. No separate line-item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and costs associated with obtaining permits or any other extraneous charges.

   Vendor further certifies that the prices in the bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
7. **Price Warranty**:
   The Vendor warrants the prices quoted are not materially higher than the Vendors current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed

to the Vendor, or otherwise recover, any amounts paid for items materially in excess of the Vendor's current prices on orders by others for like deliverables under similar terms of purchase.

JJ. PERSONAL INTEREST

The City prohibits officers, employees, independent consultants, or elected officials of the City involved in the development, evaluation or decision-making process of this Solicitation from having a financial interest, direct or indirect, in the resulting Agreement. Any violation of this provision with the knowledge, express or implied, by the Contractor shall render the Agreement voidable by the City. Nevertheless, the City may obtain the equipment or service if a conflict-of-interest affidavit is filed and the Council member recuses his/herself.

KK. PRIORITY OF DOCUMENTS

In the event there are inconsistencies between the general provisions and special (or other) terms and conditions contained herein, the latter will take precedence.

LL. PROTEST PROCEDURES

1. Bidders are advised that protests of specifications, terms, conditions, or any other aspect of this solicitation, must be made prior to the bid due date. Protest of specifications and solicitation terms and conditions made after the due date and time will not be considered by the Buyer.
2. Protest of award must be made immediately, and in no event later than five (5) days after the aggrieved party knows, or should have known, the facts giving rise thereto. All protests must include the following information:
   a. The name, address, and telephone number of the protestor.
   b. The signature of the protestor or protestor's representative.
   c. The solicitation or contract number.
   d. A detailed statement of the legal and/or factual ground of the protest.
   e. The form of relief/result requested.

Protests shall be emailed or mailed to the Purchasing Department, P.O. Box 409, Georgetown, TX 78627, Attention: Buyer. Award will be made in the best interest of the City.

MM. PUBLIC INFORMATION

In accordance with the Texas Public Information act, all Responses remain confidential until award. After an award is made pursuant to this Solicitation, all responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information.

NN. REIMBURSEMENTS

There is no expressed or implied obligation for the City of Georgetown to reimburse responding firms for any expenses incurred in preparing bids in response to this Invitation to Bid and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of additional information or presentation, or to procure a contract for these goods or services.

OO. RESERVATIONS

The City reserves the right to request clarification or additional information specific to any response after all Responses have been received and the Solicitation due date has passed. Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in City's best interest.

PP. RESPONSES BECOME PROPERTY OF THE CITY:

Submissions received in response to a Solicitation become the sole property of the City.

QQ. RIGHT TO ASSURANCES

In the event the City, in good faith, has reason to question the intent of the Vendor to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

RR. SEVERABILITY

The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision.

SS. SURVIVABILITY OF OBLIGATIONS

All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

TT. CONTRACTOR'S OBLIGATION:

Contractor shall fully and timely provide all deliverables described in this Solicitation, and Contractor's bid must be in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state, and local laws, rules and regulations.

UU. VENDORS SALES TERRITORY

City waives any responsibility or liability for Respondents bidding products "outside" their authorized territory by manufacturer or product line. Any Respondent bidding outside an approved manufacturer line does so at his own risk and discretion. Respondents shall comply with all sales terms according to the original bid and Purchase Order regardless of claim or dispute with product line representatives.

VV. VENUE

This Agreement is made under and shall be governed by the laws of the State of Texas. This Agreement is fully performable in Georgetown, Texas. Venue shall be in the courts of Williamson County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the City's defense of sovereign immunity.

VV. WAIVER

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Vendor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

WW. WITHDRAWAL

Respondents may request withdrawal of a sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to Purchasing in writing.

XX. WITHDRAWAL BY CITY

The City makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

1. Reject all bids received as a result of this ITB.
2. Waive or decline to waive any informality and any irregularities in any bid or responses received.
3. Withhold the award of contract(s).
4. Select Bidder(s) that provide the best value to the City.
5. Terminate the ITB process.

SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions shall apply to the goods and/or services provided pursuant to this ITB.

A. TERM OF AGREEMENT

1. **Original Term:**
   The initial term of the agreement shall become effective from date of acceptance and approval by the City of Georgetown and shall remain in full force and effect with firm fixed prices for one year.
2. **Renewal Term:**
   Upon completion of the term of the original agreement and upon mutual agreement of both parties, the original agreement may be renewed for up to four (4) additional one (1) year periods [five (5) years total]. The renewal will be under the same terms and conditions as the original agreement; provided, however, that the unit prices proposed under the original agreement may, by mutual consent, be increased pursuant to any escalation/de- escalation provisions provided herein. In the event a new agreement cannot be executed at the anniversary date of the original term or any renewal term, the agreement may be renewed month-to-month until a new agreement is executed.

B. ESCALATION/DE-ESCALATION

The unit prices of all goods are firm for the initial term of the original agreement. If the option to renew for additional one-year term(s) is exercised by the City, the City may allow a unit price adjustment at the time of renewal. The Vendor may request unit price adjustments when correlated with the Consumer Price Index or Producer Price Index specified herein. The price index shall be the specified index as published by the Bureau of Labor Statistics, Washington, DC 20212. The baseline index shall be the index announced for the month in

which Bid opened. Unit prices may be adjusted for each renewal period in accordance with the changes in the index. The allowable percent change shall be calculated by subtracting the baseline index from the index announced for the month in which the renewal option is exercised (or the most current month published by the Bureau of Labor Statistics) and dividing the result by the baseline index. The allowable percent change shall be rounded to the nearest one-hundredth of one percent and the maximum unit price adjustments permitted will be no more than five percent (5%) increase per renewal period; however, the City reserves the right to limit the unit price increases at any renewal period or at the City's discretion, approve an increase of more than five percent (5%) per renewal period. The Vendor may offer price decreases in excess of the allowable percent change.

Vendor(s) are required to give thirty (30) days' written notice requesting the increase. Increases will be effective on the start date of the renewal term.

C. COMMODITIES/EQUIPMENT

1. **Material Safety Data Sheets**:
   Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a Vendor must provide to the City WITH EACH DELIVERY Material Safety Data Sheets, which are applicable to hazardous substances as defined in the Act.

2. **Assembly:**
   Goods or equipment provided under this Agreement shall be completely assembled, adjusted, and all equipment including standard and supplemental equipment installed, and made ready for continuous operation unless otherwise specified in bid document.

3. **Goods:**
   Goods furnished shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Vendor represents that all goods and equipment offered shall be new.

   Unless otherwise specified, used, shopworn, demonstrator, prototype or discontinued models are not acceptable.

4. **Packaging Of Deliverables**:
   Vendor must package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity, and the unit price. Unless otherwise provided in writing by the City, each shipping container shall be clearly and permanently marked with the Vendor's name and address, and the City's name, address, and Purchase Order number. Vendor shall bear all costs of packaging. Deliverables must be suitably packed to secure lowest transportation cost, conform with requirements of common carriers, and ensure safe delivery. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. **Warranty**:
   The goods or equipment specified shall be warranted against defects in material or workmanship for a period of not less than twelve (12) months from date of acceptance by the City. If the manufacturer's warranty exceeds twelve (12) months, then the manufacturer's warranty shall be in effect. Vendor shall furnish a copy of the manufacturer's warranty at the time of delivery.

6. **No Limitation of Manufacturers' Warranties**:
   Vendor may not limit, exclude, or disclaim any warranty provided by manufacturer.

7. **Special Tools and Equipment**:
   If the price stated in the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Vendor to fulfill the Agreement, such special tooling and/or equipment and all process sheets associated thereto shall become the property of the City and shall be identified by the Vendor as such.

D. DELIVERY

1. **Delivery Terms, Transportation Charges, FOB**:
   Deliverables shall be shipped FOB point of delivery unless otherwise specified on the Purchase Order or in the Solicitation. The Contractor shall confirm delivery date within two business days of receiving the order request. The Vendor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship deliverables. The place of delivery shall be specified in the Purchase Order.

2. **City of Georgetown Responsibilities.** The City will issue orders with all relevant information to include delivery date, delivery location, purchase order number and receive all materials in accordance with City policy; provide all pertinent information with regard to delivery conditions for each location during the post-award meeting; coordinate work rules and procedures at post award meeting to ensure protection of Bidder's and City's employees.

3. **No Substitutions or Cancellations**:
   Unless specifically permitted in writing by the City, no substitutions or cancellations shall be acceptable.

4. **Notice of Delay in Delivery**:
   If a delay in delivery is anticipated, Vendor shall give written notice to the City. The City has the right to extend the delivery time/service date, or to cancel the Purchase Order or Agreement. Vendor shall keep the City advised at all times of the status of the order.

   Default in promised delivery or failure to meet specifications authorizes the City to procure the goods or equipment from an alternate source and charge the full increase, if any, in cost and handling to defaulting Vendor. Default on delivery may result in legal action and recourse.

5. **Delivery Location, Hours, Days, Holidays**:
   Unless otherwise specified, all deliveries must be made between the hours of 7AM and 2PM (CST), Monday through Friday except regularly observed state and federal holidays (see http://georgetown.org/contact-us/holiday-schedule/ for schedule). Receipt of goods or materials does not signify acceptance. If goods are delivered to the incorrect location, Vendor is responsible for all expenses associated delivering items to their correct destination.

6. **No Shipment Under Reservation**:
   Vendor is not authorized to ship deliverables under reservation and no tender of bill of lading will operate as a tender of deliverables.

7. **Title/Risk of Loss**:
   Title to and risk of loss of the deliverables shall pass to the City only when the City receives and accepts the deliverables (no delivery, no sale).

8. **Right of Inspection and Rejection**:
   The City expressly reserves all rights under law, including but not limited to, the Uniform Commercial Code, to inspect the deliverables at delivery or at a reasonable time after delivery, and to reject defective or non-conforming deliverables. The Vendor will be notified if the goods or services are not in compliance with the required specifications. If any goods or services are rejected as non-compliant, the required goods or services may be procured from an alternate source, and the Vendor may be charged the full increase in cost, if any. If the City has the right to inspect the Vendor's or the Vendor's subcontractors' facilities, or the deliverables at the Vendor's or the Vendor's subcontractor's premises, the Vendor shall furnish or shall cause to be furnished without additional charge all reasonable facilities and assistance to the City to facilitate such inspection.

9. **Acceptance Of Incomplete Or Non-Conforming Goods**:
   If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept such deliverables, the City may do so. The Vendor shall pay all claims, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables.

   If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If discovery that the deliverables are defective or non-conforming occurs after final payment, Vendor may be required to refund such amounts to the City.

E. REGULATIONS AND STANDARDS

The goods or equipment provided shall meet or exceed all Federal and State of Texas safety, health, lighting, and noise regulations and standards in effect and applicable to equipment furnished at the time of manufacture. Contractor shall supply and deliver products in accordance with, but not be limited to EPA, OSHA, and FDA guidelines and shall comply with all federal, state and local code requirements to include obtaining permits required for providing and delivering the goods as specified herein;

F. SPECIFIC POINT OF CONTACT (SPOC). Contractor shall provide a specific point of contact (SPOC) who is skilled, knowledgeable, and experienced in the products provided. The SPOC shall have the authority to dispatch personnel; and shall have full decision- making authority for all emergency deliveries and services provided under this Contract. The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, and cell phone number for the SPOC. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.

G. SAMPLES

Samples of items shall be furnished, if requested by the City, without charge, and if not destroyed, shall be returned at the bidder's expense upon request.

H. WORKMANSHIP

All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the successful bidder. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.

SPECIFICATIONS

A. PURPOSE

The purpose of this Bid is to establish an agreement with an exclusive aviation fuel provider to:

- furnish and deliver to the Georgetown Executive Airport ("Airport") 100 Octane Low Lead (100LL) aviation gasoline and Jet-A jet fuel with additive in accordance with the specifications of this bid;
- establish a long term relationship to provide support to the City and to the Airport's fixed base operators ("FBOs") currently reselling aviation fuel; and
- provide other business support including but not limited to:
    - credit card and point of sale ("POS") equipment for use by the City
    - fuel cost guarantee,
    - fuel quality control,
    - liability insurance,
    - training in professional fuel handling,
    - lease of fuel delivery vehicles
    - QT POD Fuel Terminal to Self- Serve island and Fuel Farm.
    - other aviation dealer sales aids or assistance.

B. BACKGROUND

Georgetown Municipal Airport's current services include AvGas (100LL) and JetA fuels, along with leasing rolling stock to one Airport's FBO on the airfield. FAA PART 139 Fuel Handling training for all city personnel is also included in the services.

Fiscal Year	JET-A (GAL)	AvGAS 100LL (GAL)	TOTAL FUEL SOLD
2025	721,835	476,774	$1,198,609
2024	552,664	528,046	$1,080,710
2023	621,729	490,027	$1,111,756
2022	607,302	426,815	$1,034,117
2021	530,040	389,284	$919,324
2020	399,590	394,380	$793,970

All JetA fuel is dispensed by the FBOs. AvGas is dispensed by the FBOs, and at the Airport's Self-Service Pumps.

The Airport currently has the capacity for receiving and storing 15,000 gallons of 100LL and 20,000 gallons of Jet-A fuel. Fuel is currently ordered and received in 7500 to 8500-gallon

bulk tanker loads. Fuel is purchased on an as needed basis with no guaranteed maximum or minimum. The City reserves the right to purchase fuel in less than full tanker loads at no additional per gallon cost in the event the Airport Manager determines such quantity is necessary to maintain sufficient supply of fuel in the tanks.

C. MINIMUM REQUIREMENTS, SPECIFICATIONS

Bidder warrants all products, equipment and services supplied shall conform to the specifications contained in this Bid and/or all warranties, and further warrants that any and all products, services and equipment provided are free from any and all claims of any kind including but not limited to infringement of patent, copyright, trademark, trade names and/or right of privacy and publicity. Any substitutions not properly reviewed and authorized by the City may be considered defective and rejected. This section is in addition to any rights or warranties expressed or implied by law and any consumer protection claims arising from misrepresentations made by the Bidder. This obligation shall survive termination of any agreement resulting from this Bid and does not constitute the exclusive remedy of the City, nor shall other remedies be limited to the warranty or guarantee period.

1. All fuel supplied must be warranted to be free from contamination. The Airport Manager or a designated representative may refuse acceptance of any load that, in their sole opinion, may be contaminated. The City reserves the right to test fuel quality upon delivery, prior to unloading. If test results show contamination, the entire load will be rejected. The Airport will not be responsible for any delivery fees of rejected loads. Acceptance of any load by the Airport shall not relieve the successful Offeror of its obligation to provide fuel free of contamination.

2. The fuel transport company delivering the fuel shall provide the following with each delivery:

   The refiner's seals shall be used to seal each compartment and the unloading valves on the trailer after the fuel is loaded. These seals will be removed by the Airport personnel prior to unloading.

   2.1 The refiner's specifications sheets must accompany each delivery.

   2.2 A manifest and bill of lading - the bill of lading must include at a minimum information regarding product delivered, gross and net gallons and temperature at the time of receipt of the load.

3. Bidder must identify the primary and backup fuel terminal locations. All deliveries must be made within 24-48 hours of order placement. Deliveries must be made by supplier transport truck or common carrier transport truck designed for aviation fuel only.

4. Bidder must supply a description of their quality control program, including onsite quality control inspections, tests, reports and onsite technical assistance upon request. The description must note whether quality control is handled by the successful Bidder directly or outsourced, the location of the quality control representative and an outline of the quality control program, as well as the forms provided and dealer costs, if any, upon request.

5. Bidder must detail credit card provisions including dealer costs and fees, reciprocal exchange with other oil companies and/or Visa/MasterCard, and any other credit card

acceptance charges and fees. Bidder must provide a complete outline of service and sales forms included as part of bid, procedures for credit card acceptance and dealer costs of forms and any equipment. Please provide the name of the credit card processing company that will be used for the duration of this agreement.

6. Bidder's credit card system must allow for normal airport related charges in addition to fuel included, but not limited to, tie-down fees, hanger rental charges, pilot supplies, minor repairs, flight and/or weather service, aircraft rental and catering.

7. Contractor shall be responsible for any and all spillage which may occur during transit and/or unloading operations up to and including the unloading hose and the fill-tight connecting elbow. Any spillage must immediately be reported to the Airport Manager's office, and all clean up shall follow the applicable Environmental Protection Agency ("EPA") and state guidelines and requirements. Failure to follow these requirements will result in immediate corrective action by the Airport and successful Offeror shall be responsible for any and all costs incurred by the City.

8. Contractor shall provide all credit card equipment and supplies necessary to process the above cards, including imprinter, nameplate, receipts, etc. The credit card system provided shall function as a clearinghouse for all credit cards specified. Contractor shall process all credit card transactions immediately, and funds shall be transferred to City electronically within 72 hours in accordance with standard banking practices.

9. Contractor provide detailed reports to the airport manager on a regular basis, weekly or multiple time per week, for each charge listed by Date, Card #, Batch, Terminal, gross amt, processing fee and amount due to airport.

10. Contractor shall provide credit card processing at no cost to City for the Oil Company card associated with the fuel provided. All other credit cards shall be processed without markup and any associated fees charged by the issuing bank shall be passed directly to City. Contractor shall provide adequate proof of compliance with this requirement within seven (7) calendar days of request by City.

11. Contractor must comply with all federal, state, county and municipal laws, ordinances, codes and regulations pertaining to the materials and services specified in this Bid. Contractor shall be responsible for obtaining all necessary licenses and permits necessary to perform the work specified in this Bid.

12. Contractor shall replace or make necessary repairs to all property destroyed or damaged in the course of providing the services specified under this Bid, and shall exercise due care and diligence in adequately protecting all properties, both real and personal, from damage of whatsoever nature occurring on site or in the vicinity of the work. If the contractor neglects or fails to promptly make said repairs or resolve said destruction, the City may make any and all required repairs to the satisfaction of the property owner or customer and the contractor shall promptly reimburse to the City the resulting costs.

13. Bidder's pricing shall be based on a posted Platts Gulf Coast Jet 54 Pipeline Mean for Jet-A or Platt's 100LL related pricing plus a differential. Fuel base price shall be the cost to the

bidder, FOB the refiner's depot. Differential shall include dealer markup plus cost of freight. The selling price shall be the total of the posted terminal price plus the constant/differential. The constant/ differential, or the difference between the posted terminal price and the selling price, shall include all freight charges and bidder's profit margin. Constant must not include any state and federal taxes and fees, which must be listed separately. The constant shall remain firm for the full term including any renewal periods.

14. Bidder shall provide cost as of May 25, 2026 for a full load of 100LL and of Jet-A aviation fuels. The fuel base price shall be based on a cost commencing May 25, 2026 and shall remain within the time frame shown on the Bid. Bidder must include a statement showing the posted Platt's pricing within the specified time frame. The unit price on the bid and on all documentation must show the per gallon price. Bidder must provide a full cost schedule for the previous 12 months based on pricing commencing the first Tuesday of each month using Platt's to demonstrate a history of the delivered wholesale price of fuels specified by the City and identify the margin, transportation, taxes, etc. The wholesale price may vary depending upon market conditions. Invoices from the contractor must be accompanied by documentation supporting the wholesale price on each invoice.

15. The City will review transportation freight charges at three (3) month intervals on both 100LL and Jet-A fuel, starting three (3) months from date of order. Requests for pricing re-determination shall be substantiated in writing in the form of a notarized letter from the contractor's supplier stating the percentage increase or decrease that is passed on to the contractor. This letter must be received by the Airport Manager no later than ten (10) days prior to the end of the three (3) month period to be considered. The City reserves the right to reject any and all requests for price re-determination that are not substantiated by contractor's supplier as deemed in the best interest of the City. In any event, price re-determination requests to the City shall not exceed the percentage increase to the contractor from its supplier.

16. Describe Bidder's preferred computer management system and any other payment support systems. Contractor shall provide the City with one (1) license for the FBO management system, including updates and training.

17. Contractor shall coordinate with City to ensure that no service interruption occurs during transition from current contract holder to the new contractor.

18. Contractor shall provide training on the use of provided equipment to City's staff three (3) days prior to implementation of the new Contract. Contractor shall have a representative on site on day one of the new Contract from 6:00 am to 5:00 pm to answer questions, provide instructions, and resolve concerns.

19. Contractor shall include cost to replace existing Fuel Terminals (2 units) at both the Self-Serve Island and the Fuel Farm with QT Pod M4000 or newest with connectivity to the Point of sale system and should meet section 8 of the Minimum Requirements, Specifications. In addition the cost of the subscription for each terminal shall be borne by the contractor during the term of the contract. QT Pod terminal upgrades must be completed by the contractor no later than February 15th, 2027

20. **Leasing of Refueling equipment.** Bidder must provide a detailed description of lease programs available through offeror to include lease costs, model year, and sizes of truck availability for both JetA and 100LL. Provide maintenance items included. Program shall include flexibility to change refueler size and statement of availability of back-up refuelers to meet special needs, or temporarily replace refuelers out of service for mechanical repair.

21. **Branding and Marketing**
    - 24.1 Bidder shall identify their fuel branding if any, and describe the extent and associated benefits of their branding and marketing program.
    - 24.2 Bidder shall provide a complete outdoor signage plan proposal for any requested signage. Note that all signage must be approved by the City. All approved signage shall be installed at the beginning of the contract period at no additional cost to the City.
    - 24.3 All Branding required on FBO rolling stock and buildings needs to be provided at no cost to the FBOs.
    - 24.4 All regulatory-type labeling and placards (i.e. product identification, No Smoking, Flammable, Hazardous Materials ID labels) shall be provided as required at no additional cost to the City.

QUOTATION FORM

A. DELIVERY

Respondent will show exact cost to deliver. Response must show the number of days required to deliver items or provide services to the City's designated location under normal conditions. Unrealistically short or long delivery promises may cause Response to be disregarded. Failure to state delivery time obligates Respondent to complete delivery in 4 calendar days.

B. DISCOUNTS

Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Respondent will list and deduct all discounts not based on early payment from prices quoted.

C. QUANTITIES

Quantities indicated herein are estimated based upon the best available information. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term without any adjustments in the unit prices bid. Unless specified in the solicitation, there are no minimum order quantities.

D. QUOTATION

All Responses must be submitted through the City's E-Bidding system.
Bid Form and all lines are posted on the City of Georgetown's bidding website at: https://gtowntx.ionwave.net/CurrentSourcingEvents.aspx

1. To be considered responsive, all bid line items must be completed and submitted by an authorized representative and by the deadline for submission of response.
2. The Bidder, by submitting a response, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

E. PRICING

1. Prices should be itemized using **Attachment A** and posted on the City of Georgetown's bidding website at: https://gtowntx.ionwave.net/CurrentSourcingEvents.aspx. Unit prices shall be set to no more than two (2) decimal places. The City reserves the right to award by item or by total bid. If there are discrepancies between unit prices and extension, the unit price will prevail.

2. Bidder may also propose pricing for items requested in **Exhibit B** – Pricing sheet - attached to this solicitation document, noting only complete responses will be considered.
   - **i.** In order to be considered responsive **Exhibit B - Pricing Sheet** must be completed, and uploaded into the E-bid system by the deadline for submission of response indicated in Notice to Bidder section D – Schedule of Events.
   - **ii.** The Bidder, by submitting Attachment A – Pricing Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

3. **Discrepancies.** Should the Bidder submit pricing on Attachment A and discrepancies are discovered between the two, the electronic pricing submitted via e-bid system will prevail.

F. VALIDITY OF PRICING

Pricing will be considered firm for acceptance for a minimum of 60 days after the due date unless otherwise specified in the Solicitation. The validity period may be extended beyond that date on agreement of both parties.

G. EVALUATION AND AWARD OF CONTRACT

The City has attempted to provide a comprehensive statement of requirements through this ITB for the work contemplated. Written bids must present Bidder's qualifications and understanding of the work to be performed. Bidders are asked to address each evaluation criteria and to be specific in presenting their qualifications. Bids must be as thorough and detailed as possible so that the City may properly evaluate capabilities to provide the requested services.

By submission of a bid, Bidder acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this ITB. Further, Bidders acknowledge that subjective judgements must be made by the City during this process.

The evaluation process may include, but is not limited to the following steps. Steps may be omitted or reordered depending on the proposal evaluation requirements. For example, Best and Final Offers may be required prior to Interviews and/or Presentations.

H. BEST VALUE EVALUATION

Although the cost of services to be provided is an essential part of the Bid, the City is not obligated to award a contract on the sole basis of cost. Evaluations for cost will be based on a comprehensive review of the entire bid to ensure that bid pricing aligns with the services required.

I. EVALUATION FACTORS

Although the cost of services to be provided is an essential part of the Bid, the City is not obligated to award a contract on the sole basis of cost. Evaluations for cost will be based on a comprehensive review of the entire bid to ensure that bid pricing aligns with the services required.

Cost

Training in Professional Fuel handling; Evaluation will be based on the quality, diversity, availability and pricing of training.

Lease of fuel deliveries vehicles

Credit Card processing fees; Pricing must include all requirements of this Bid and must incorporate all discounts that the City is entitled to such as cooperative pricing, local government discounts, etc.

Credit Card processing program; Based on the variety of credit cards bidder is able to process as well as the details of the credit card processing program.

Support Services; Additional support services offered as part of bid, including but not limited to support for FBOs, advertising efforts, marketing efforts, etc.,as well as the additional cost to the City.

J. EXHIBITS

The following exhibit shall become part of this solicitation and any resulting purchase order or contract:

1. Certification and Acknowledgement
2. CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE
3. EXHIBIT A – INSURANCE REQUIREMENTS
4. EXHIBIT B – PRICE SHEET
5. EXHIBIT C – BIDDERS INFORMATION FORM
6. EXHIBIT D – REFERENCE FORM

CERTIFICATION and ACKNOWLEDGMENT

The undersigned affirms they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Bidder, and that the contents of this Bid have not been communicated to any other Bid prior to the official opening. Further, Bidder certifies that Bidder is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

Signed By: _____ Title: Regional Sales Manager – South Central United States

Typed Name: Trent Reeder Company Name: Avfuel Corporation

Phone No.: (325) 370 - 5425 Fax No.: (734) 663 - 1681

Email: treeder@avfuel.com

Bid Address: 47 West Ellsworth Road Ann Arbor, 48108 Michigan
P.O. Box or Street City State
Zip

Order Address: 47 West Ellsworth Road Ann Arbor, 48108 Michigan
P.O. Box or Street City State
Zip

Remit Address: 47 West Ellsworth Road Ann Arbor, 48108 Michigan
P.O. Box or Street City State

Zip Federal Tax ID No.: 38-2073252

DUNS No.: 02-082-9396

Date: March 3, 2026

FOR CITY USE ONLY

Approved By: _____ Date: _____
City Attorney, City of Georgetown

Approved By: _____ Date: _____
Mayor, City of Georgetown

Attested By: _____ Date: _____ City Secretary, City of Georgetown

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE

The undersigned makes the following certifications or represents that it satisfies the requirements of one or more exceptions to the Texas Government Code provisions listed below:

1. **Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Firm certifies that it (1) 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.
   1.1. Exception: This provision only applies to contracts for goods and services between a governmental entity and a Company with ten (10) or more full-time employees with a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
2. **Contractor Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Firm certifies it (1) is a "Company," as that term is defined in Texas Government Code Section 806.001; and (2) is not engaged in business with Iran, Sudan, a foreign terrorist organization, or any company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153.
   2.1. Exception: A company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.
3. **Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Firm certifies that either (1) is a sole proprietorship or company with fewer than ten (10) employees; **or** (2) Firm does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement.
   3.1. Exception: This provision only applies to contracts for goods and services between a governmental entity and a Company with ten (10) or more full-time employees with a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
4. **Contractor Certification Regarding Boycotting Firearm and Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Firm certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees; **or** (2) Firm does not currently boycott firearm and ammunition industries and will not boycott firearm and ammunition industries during the term of this Agreement.
   4.1. Exception: This provision only applies to contracts for goods and services between a governmental entity and a Company with ten (10) or more full-time employees with a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
5. **Contractor Certification Regarding Doing Business in Texas.** Firm certifies that it has not been debarred from doing business in the State of Texas.

Firm acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

For purposes of this form, the terms have the meanings assigned by Texas Government Code sections referenced above.

Signed By: _____

Title: Regional Sales Manager – South Central United States

Typed Name: Trent Reeder

Company Name: Avfuel Corporation

Date: March 3, 2026

EXHIBIT A - INSURANCE REQUIREMENTS

I. The Successful Proposer 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 Successful Proposer'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 Successful Proposer's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Successful Proposer 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 B, 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.

IV. 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.

V. 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.

VI. 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 Successful Proposer, the Consultant, all employees of any and all subconsultants, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Successful Proposer's, or subconsultant's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or her own policy and a coverage agreement is used, Successful Proposers and subconsultants must use that portion of the form whereby the hiring Successful Proposer agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Successful Proposer may not be used.

B. The workers compensation insurance shall include the following terms:

1. Employer's Liability limits of $1,000,000 for each accident is required.

2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VII. 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 B – PRICING SHEET

Line Item No.	Description	Quantity & Unit	Unit Cost
	Aviation Fuel:		
	Aviation Gasoline, 100 Octane Low Lead	Approx. 470,000 gallons annually	
1	a. Base price per gallon based on Platt's	EA	$2.1493
2	b. Fixed differential added to fuel cost	EA	$1.0251
3	c. Federal Manufacturing, Deficit Reduction and Leaking Underground Storage Tanks (LUST) tax per gallon	EA	$0.1940
4	d. Superfund/Oil Spill Fee	EA	$0.00614
5	e. Ground Water Tax	EA	$0.0009
6	f. Fuel Freight Surcharge to Airport	EA	$0.02741
	Total price per gallon to the Airport (a-f) from refinery	EA	$3.40285
	Jet-A Jet Fuel with Additive - additive must be blended in Jet-A fuel in delivery transport prior to offloading in Jet-A tank at the Airport	Approx. 700,000 gallons annually	
7	a. Base price per gallon based on Platt's	EA	$2.3043
8	b. Fixed differential added to fuel cost	EA	$0.1243
9	c. Federal Kerosene and Leaking Underground Storage Tanks (LUST) tax per gallon	EA	$0.2440
10	d. Superfund/Oil Spill Fee	EA	$0.00614
11	e. Fuel Freight Surcharge to Airport	EA	$0.0143
	Total price per gallon to the Airport (a-e):	EA	$2.69304
	Additional Business Support Services:	EA	
12	Processing of Credit Cards/POS equipment – bid must include outline of credit card processing information and provision to provide POS, manual machines, etc. Bidder must define which major credit cards are accepted through bidder's system and detail compatibility with existing self-service fueling equipment and the Airport's business management software, Total Aviation Software. Details of **all applicable credit card fees** must be detailed below. Bids must specify how charges will be billed (i.e., weekly, monthly, etc.) A detailed description of bidder's credit card processing program must be included with bid. Attached additional pages and/or descriptive literature if needed.		
Avfuel will provide the City of Georgetown with the Avfuel Hub at NO COST, this includes the software and any additional POS equipment needed. Please see the following pages for more information on the Avfuel Hub, credit card rates, and frequency of credit card remittance.			

13	Training for professional fuel handling procedures – bid must detail all available training **and the associated cost, as well as how cost will be billed (i.e., per person, per session, etc.)** Attached additional pages and/or descriptive literature if needed.

Avfuel offers its branded FBOs access to the online Avfuel Training System (ATS) at NO COST, which includes **FAA-Approved Line Service Fuel Safety Training and Supervisory Fuel Safety Training to satisfy 14 CFR 139.321.** Upon completion, employees receive a Line Service Fuel Safety Training Certification or Supervisory Certification equivalent to NATA. The online training system can be accessed at anytime. Avfuel also hosts regional in-person supervisory fuel safety training seminars, City of Georgetown will have the cost of the seminar waived. See the following pages for more information on Avfuel's training programs. At mutually agreed upon times Avfuel can have a quality assurance team member on-site for training and refueling equipment inspection.

14	Other business support services provided – bid must detail other services bidder provides **and the associated cost, if any**. Such services may include fuel cost guarantee, quality control services, liability insurance and other aviation sales aids or assistance. Attached additional pages and/or descriptive literature if needed.

Avfuel provides a host of aviation services to its branded FBOs including: pilot loyalty rewards to help drive traffic to your ramp. Avfuel's insurance subsidiary Avsurance. Avfuel's inhouse trip-planning and flight-support Avplan. Avfuel's team of marketing experts are available at no cost to City of Georgetown. The marketing team will help provide creative strategies tailored to your needs. More information on these programs is on the following pages

15	Lease of fuel delivery vehicles – bids must detail the cost to the City for lease of fuel delivery vehicles with a single fully certified minimum capacity of 3000 gallons of Jet-A fuel and with a single fully certified minimum capacity of 750 gallons of 100LL fuel. – bid must list monthly pricing; please list pricing for yearly rental if available.	a. Per month	See pages 22 – 24 for refueler equipment options and rates.
16		b. Per year	See pages 22 – 24 for refueler equipment options and rates.
17	Provide and install a QT Pod M4000 or newer with a minimum of wired Ethernet capability at the Self Serve Fueling Terminal	EA	Avfuel will purchase and install the QT Pod M4000 at NO COST to the city. See page 31.
18	Provide and install a QT Pod M4000 or newer with a minimum of wired Ethernet capability at the Above Ground Storage Facility	EA	Avfuel will purchase and install the QT Pod M4000 at NO COST to the city. See page 31.

19	Credit card fees – all charges associated with acceptance and processing of credit cards but not included in item # 7-11 must be outlined below, including details of any limitations and/or requirements. List ***all*** cards accepted and specify any processing fees/charges for each type of card below (attach additional pages if needed) – even cards with no fees in addition to those listed in #7-11 apply **must** be listed:

CARD TYPE – list all card processed; if no additional fees apply, indicate "N/C" in the FEE column. Attach additional pages if necessary.	**FEE**
See page 18 for credit cards accepted and associated fees.	

Avfuel Corporation Information

Address: 47 West Ellsworth Road
Ann Arbor, MI 48108
Phone: (734) 663-6466 x423
Fax: (734) 663-1681
Web Address: www.avfuel.com

The Bidder/Proposer affirms that they are duly authorized to submit this Bid/Proposal, that this Bid/Proposal has not been prepared in collusion with any other Bidder/Proposer, and that the contents of this Bid/Proposal have not been communicated to any other Bidder/Proposer prior to the official opening. Further, Bidder/Proposer certifies that it: i) does not boycott Israel; ii) will not boycott Israel during the term of the Agreement; and iii) is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

Trent Reeder
Signature

treeder@avfuel.com
Email

Submitted at 3/10/2026 09:15:52 AM (CT)

Response Attachments

Avfuel Response - 202621 City of Georgetown Aviation Fuel Supply ITB.pdf

Avfuel Response and Proposal for 202621 City of Georgetown Aviation Fuel Supply ITB

Bid Attributes

1	**Accept terms and conditions** Click in the accepted box to accept the terms and conditions as outlined in solicitation document. ☑ I accept the terms as outlined.
2	**Certification and Acknowledgements** I have acknowledged and signed the Certification and Acknowledgement forms. ☑ I agree.
3	**Certification Required by Texas Government Code** I have acknowledged and signed Certification Required by TGC. ☑ I agree.
4	**Insurance Requirements Acknowledgement** I have acknowledged the Insurance Requirements set forth in the solicitation document ☑ I agree.
5	**Bidders Information Form** bidder has completed and upload Information Form ☑ I agree.
6	**Bidder Reference** bidder has provided a minimum of three references. ☑ I agree.

7	**Addendum Acknowledgment** I have received and reviewed Addendum No. 1. ☑ I agree.

Bid Lines

1 Aviation Gasoline, 100 Octane Low Lead - Approximately 470,000 gallons annually.

Quantity: 1 UOM: EA Price: $2.1493 Total: $2.15

Item Notes: Base price per gallon based on Platt's

2 Aviation Gasoline, 100 Octane Low Lead - Approximately 470,000 gallons annually.

Quantity: 1 UOM: EA Price: $1.0251 Total: $1.03

Item Notes: Fixed differential added to fuel cost

3 Aviation Gasoline, 100 Octane Low Lead - Approximately 470,000 gallons annually.

Quantity: 1 UOM: EA Price: $0.194 Total: $0.19

Item Notes: Federal Manufacturing, Deficit Reduction and Leaking Underground Storage Tanks (LUST) tax per gallon

4 Aviation Gasoline, 100 Octane Low Lead - Approximately 470,000 gallons annually.

Quantity: 1 UOM: EA Price: $0.0061 Total: $0.01

Item Notes: Superfund/Oil Spill Fee

5 Aviation Gasoline, 100 Octane Low Lead - Approximately 470,000 gallons annually.

Quantity: 1 UOM: EA Price: $0.0009 Total: $0.00

Item Notes: Ground Water Tax

6 Aviation Gasoline, 100 Octane Low Lead - Approximately 470,000 gallons annually.

Quantity: 1 UOM: EA Price: $0.0274 Total: $0.03

Item Notes: Fuel Freight Surcharge to Airport

7 Jet-A Jet Fuel with Additive - additive must be blended in Jet-A fuel in delivery transport prior to offloading in Jet-A tank at the Airport. Approximately 700,000 gallons annually

Quantity: 1 UOM: EA Price: $2.3043 Total: $2.30

Item Notes: Base price per gallon based on Platt's

8 Jet-A Jet Fuel with Additive - additive must be blended in Jet-A fuel in delivery transport prior to offloading in Jet-A tank at the Airport. Approximately 700,000 gallons annually

Quantity: 1 UOM: EA Price: $0.1243 Total: $0.12

Item Notes: Fixed differential added to fuel cost

9 Jet-A Jet Fuel with Additive - additive must be blended in Jet-A fuel in delivery transport prior to offloading in Jet-A tank at the Airport. Approximately 700,000 gallons annually

Quantity: 1 UOM: EA Price: $0.244 Total: $0.24

Item Notes: Federal Kerosene and Leaking Underground Storage Tanks (LUST) tax per gallon

10	Jet-A Jet Fuel with Additive - additive must be blended in Jet-A fuel in delivery transport prior to offloading in Jet-A tank at the Airport. Approximately 700,000 gallons annually Quantity: 1 UOM: EA Price: $0.0061 Total: $0.01 Item Notes: Superfund/Oil Spill Fee
11	Jet-A Jet Fuel with Additive - additive must be blended in Jet-A fuel in delivery transport prior to offloading in Jet-A tank at the Airport. Approximately 700,000 gallons annually Quantity: 1 UOM: EA Price: $0.0143 Total: $0.01 Item Notes: Fuel Freight Surcharge to Airport
12	Processing of Credit Cards/POS equipment – bid must include outline of credit card processing information and provision to provide POS, manual machines, etc. Bidder must define which major credit cards are accepted through bidder's system and detail compatibility with existing self-service fueling equipment and the Airport's business management software, Total Aviation Software. Details of **all applicable credit card fees** must be detailed below. Bids must specify how charges will be billed (i.e., weekly, monthly, etc.) A detailed description of bidder's credit card processing program must be included with bid. Attached additional pages and/or descriptive literature if needed. Price: $0.00 Total: $0.00 Supplier Notes: Avfuel currently processes credit cards and transactions through the cities TAS software. However, if the city needs to switch processing software Avfuel will provide the City of Georgetown with the Avfuel Hub at NO COST, this includes the software and any additional POS equipment needed. Please see Credit Card Program: Rates & Processing on page 13 of the Avfuel Proposal for more information on the Avfuel Hub, credit card rates, and frequency of credit card remittance. If the city plans to use a different third-party processing system other than TAS, Avfuel is able to use number of other Aviation software platforms. Please see Third Party Software Integration and Credit Card Processing rates on page 16-18 of Avfuel submitted proposal.
13	Training for professional fuel handling procedures – bid must detail all available training **and the associated cost, as well as how cost will be billed (i.e., per person, per session, etc.)** Attached additional pages and/or descriptive literature if needed. Price: *No response* Total: *No response* Supplier Notes: Avfuel offers its branded FBOs access to the online Avfuel Training System (ATS) at NO COST, which includes FAA-Approved Line Service Fuel Safety Training and Supervisory Fuel Safety Training to satisfy 14 CFR 139.321. Upon completion, employees receive a Line Service Fuel Safety Training Certification or Supervisory Certification equivalent to NATA. The online training system can be accessed at anytime. Avfuel also hosts regional in-person supervisory fuel safety training seminars, City of Georgetown will have the cost of the seminar waived. See page 19 for more information on Avfuel's training programs. At mutually agreed upon times Avfuel can have a quality assurance team member on-site for training and refueling equipment inspection.
14	Other business support services provided – bid must detail other services bidder provides **and the associated cost, if any**. Such services may include fuel cost guarantee, quality control services, liability insurance and other aviation sales aids or assistance. Attached additional pages and/or descriptive literature if needed. Price: *No response* Total: *No response* Supplier Notes: Avfuel provides a host of aviation services to its branded FBOs including: pilot loyalty rewards to help drive traffic to your ramp. Avfuel's insurance subsidiary Avsurance. Avfuel's inhouse trip-planning and flight- support Avplan. Avfuel's team of marketing experts are available at no cost to City of Georgetown. The marketing team will help provide creative strategies tailored to your needs. The additional programs start at Avtrip Rewards: Pilot Loyalty Program in the Avfuel Proposal. Please see pages 25-30 of Avfuel Proposal

15	Lease of fuel delivery vehicles – bids must detail the cost to the City for lease of fuel delivery vehicles with a single fully certified minimum capacity of 3000 gallons of Jet-A fuel and with a single fully certified minimum capacity of 750 gallons of 100LL fuel (Monthly Pricing)				
	Quantity: 1	UOM: Monthly	Price: $0.00	Total: $0.00	
	Supplier Notes:	Avfuel currently supplies Cutter Aviation with four total refuelers. Two 5000 gallon jet trucks and two 1000 gallon avgas trucks. We have a number of different options for to pick from. For more information please see page 22, Refueling Equipment Capability in the Avfuel proposal attachment.			
16	Lease of fuel delivery vehicles bids must detail the cost to the City for lease of fuel delivery vehicles with a single fully certified minimum capacity of 3000 gallons of Jet-A fuel and with a single fully certified minimum capacity of 750 gallons of 100LL fuel. please list pricing for yearly rental if available.				
	Quantity: 1	UOM: Yearly	Price: $0.00	Total: $0.00	
	Supplier Notes:	Avfuel currently supplies Cutter Aviation with four total refuelers. Two 5000 gallon jet trucks and two 1000 gallon avgas trucks. We have a number of different options for to pick from. For more information please see page 22, Refueling Equipment Capability in the Avfuel proposal attachment.			
17	Provide and install a QT Pod M4000 or newer with a minimum of wired Ethernet capability at the Self Serve Fueling Terminal				
	Quantity: 1	UOM: EA	Price: $0.00	Total: $0.00	
	Supplier Notes:	Avfuel will purchase two brand new QTPod M4000 units and pay for the install at NO COST to the city. Please see QTPod M4000 Purchase and install in the Avfuel proposal attachment. See page 31 of Avfuel Proposal attached.			
18	Provide and install a QT Pod M4000 or newer with a minimum of wired Ethernet capability at the Above Ground Storage Faciltiy				
	Quantity: 1	UOM: EA	Price: $0.00	Total: $0.00	
	Supplier Notes:	Avfuel will purchase two brand new QTPod M4000 units and pay for the install at NO COST to the city. Please see QTPod M4000 Purchase and install in the Avfuel proposal attachment. See page 31 of Avfuel Proposal.			
19	Credit card fees – all charges associated with acceptance and processing of credit cards but not included in item # 7-11 must be outlined below, including details of any limitations and/or requirements. List ***all*** cards accepted and specify any processing fees/charges for each type of card below (attach additional pages if needed) – even cards with no fees in addition to those listed in #7-11 apply **must** be listed: **CARD TYPE – list all card processed; if no additional fees apply, indicate "N/C" in the FEE column. Attach additional pages if necessary.**				
			Price: *No response*	Total: *No response*	
	Supplier Notes:	Please see page 18 for Credit Card Program: Rates and Processing of Avfuel Proposal.			

Response Total: $6.09

EXHIBIT C

BIDDERS INFORMATION FORM

Company Name: Avfuel Corporation

This form allows bidders to provide a summary of bidder's qualifications, demonstration of skills, knowledge and experience to provide the requested services specified herein.

Business history and experience:

Number of years' experience in Aviation Fuel Business: 53 Years

Number of organizations/businesses provided for: Avfuel brands over 700 FBOs

Type of organizations/businesses provided for: Aviation Fuel and Services

Number of years the Company has done business with the City of Georgetown (if applicable): 40 Years

Business Location/Proximity to the City of Georgetown: Avfuel's headquarters are located in Ann Arbor Michigan, we also maintain an office in Abilene, Texas.

Subcontractors the Bidder intends to utilize and their role in performance of the Services (if applicable):

N/A

Certifications, Accreditation, or Licenses held (provide name of employee and certifications(s) held:

(A copy of all Certifications, Accreditations and Licenses shall be submitted with bid response)

Foreman: _____

Trimmer I: _____

Trimmer II: _____

Herbicide Applicator: _____

Arborist: _____

Emergency Services:

Does your firm provide emergency services on a 24-hour, 7-day per week basis?

☑ Yes ☐No

Does your firm have a twenty-four (24) hour emergency number that is staffed by a person and not an answering machine; or a cell phone number that is available on a 24-hour, 7-day per week basis?

☑ Yes ☐No

If yes, please list number: (800) 458 - 0672

Equipment:

Please list all equipment your firm owns or leases and will be using by your crews to perform the Services.

Avfuel will provide Avfuel Branded Dealer Cutter Aviation, with a refueler truck fleet to be used to help aid daily fueling operations at the City of Georgetown Executive Airport KGTU.

Personnel assigned to the City's account:

Number of full-time employees: Avfuel has a team of over 250 aviation professionals.

Types (Titles) of employees to be assigned:

Employees assigned may include personnel from the Sales, Dispatch, Supply, Pricing, Quality Assurance, Insurance, Billing, and Merchant Services departments.

Number of employees available for temporary assignment: Avflight is Avfuel's sister company operating FBOs around the country, if needed Avfuel can help coordinate temporary assistance utilizing trained staff members from Avflight.

Bidder's Capability and Experience Statement

Provide a short narrative statement on the ability and capacity of your firm to supply the City with the services as specified herein. Bidder may attach additional documentation if needed.

As your branded fuel provider for the past 40 years, Avfuel has developed a strong understanding of the operations at the City of Georgetown and what is required to operate effectively. Our long standing partnership has given us firsthand insight into your fuel supply needs, operational priorities, and the level of reliability and service necessary to keep City of Georgetown running smoothly. We value that experience and remain committed to supporting the City at a high level.

Additional Comments/Statements:

Signature _____ **Date** March 3, 2026

Printed Name and Title Trent Reeder, Regional Sales Manager – South Central

EXHIBIT D – BIDDERS REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION PACKAGE:

SOLICITATION NUMBER: 202621

BIDDER'S NAME Avfuel Corporation **DATE:** March 3, 2026

Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Georgetown references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name: City of McKinney
   - Name of Contact: Andrew Griffin
   - Title of Contact: General Manager
   - **E-Mail Address:** agriffin2@flytki.com
   - Present Address: 1500 East Industrial Airport Blvd.
   - City, State Zip Code: McKinney, TX 75070
   - Telephone Number: (972) 547 - 3401 Fax Number: (____)_____

2. Company's Name: GlobalSelect - City of Sugar Land
   - Name of Contact: Mitchell Davies
   - Title of Contact: Director of Aviation
   - **E-Mail Address:** mdavies@sugarlandtx.gov
   - Present Address: 12888 South Texas 6 B Sugar Land Regional Airport
   - City, State Zip Code: Sugar Land, TX 77498
   - Telephone Number: (281) 275 - 2100 Fax Number: (____)_____

3. Company's Name: City of New Braunfels
   - Name of Contact: Robert Lee
   - Title of Contact: Airport Director
   - **E-Mail Address:** rlee@nbtexas.org
   - Present Address: 2333 FM 758 City Terminal
   - City, State Zip Code: New Braunfels, TX 78130
   - Telephone Number: (830) 625 - 1501 Fax Number: (____)_____

City of Georgetown
Purchasing Department
510 W. 9th Street
Georgetown, Texas 78626
(512) 930-8454

City of Georgetown
Addendum to ITB No. 202621

Addendum No.: 1

DATE:	February 23, 2026
ITB NO.: 202621	Aviation Fuel for Airport
ORIGINAL DUE DATE, 2 P.M.:	March 10, 2026
DIVISION:	Airport

ADDENDUM

The following are questions received against the referenced solicitation and the corresponding responses as well as additional clarifications from the City of Georgetown. Questions may have been edited and/or combined for clarity. The remainder of the solicitation remains unchanged by the addendum. Please acknowledge receipt of this addendum in response.

FUEL BASE PRICE COST

Paragraph C. Item 14 updated to: Bidder shall provide cost as of February 24, 2026, for a full load of 100LL and of Jet-A aviation fuels. the fuel base price shall be based on a cost commencing February 24, 2026 and shall remain within the time frame shown on the Bid.

SUBMITTED QUESTIONS

Q1.- What will the City need from the awarded supplier for fuel trucks? Are the fuel trucks operated by the FBO owned by the City or being leased from your current fuel supplier? We would like to know the quantity, fuel type and size of refuelers that the City will need to lease from the awarded supplier. Please provide us with the current year, fuel type and size (gallons) of each truck currently being used.

A1. The airport does not own or operate fuel trucks; the vendor will need to work with the FBO on their needs. The FBO works directly with the current fuel provider to meet their needs for JET A and 100LL

Q2.- Self-serve terminals Can you provide more detailed plans on the installation of the new QTpod M4000 units? It looks like one will be a replacement of the current self-serve terminal at the fuel island adjacent from the fuel tanks. Where will the second one be located? Also, will each of them dispense both fuel products? (Jet and Avgas)

A2. We currently have no specifications or plans for the new QT pods. We are replacing the Fuel Master terminals with QT pods at both the self-service pumps and the above-ground fuel tank (fuel farm). The self-serve pumps only dispense 100LL, while the above-ground storage tank handles both JET A and 100LL. Essentially, we are replacing both terminals with a new system compatible with our setup.

Q3.- MINIMUM REQUIREMENTS, SPECIFICATIONS, Item 5 What are you and the FBO (Cutter) currently using for your POS system and what FBO software, if any are you using?

A3. We currently use FuelMaster, which captures all credit cards and prokee sales at the self-service and bulk fuel pumps. Then, FuelMaster sales are automatically uploaded into Total Aviation Software (TAS) which is changing in April to Total FBO Next Generation platform formerly known as FBO360. TAS is also used to for other Point of Sale (POS) items as well as billing fuel and leases.

The FBO is independent of the City's fueling operations and systems and is not associated with the City.

Q4.- Paragraph C. Item 14 states, "Bidder shall provide cost as of May 25, 2026 for a full load of 100LL and of Jet-A aviation fuels. The fuel base price shall be based on a cost commencing May 25, 2026 and shall remain within the time frame shown on the Bid." Is this a typo, as we cannot forecast indexed pricing two (2) months ahead of the March 10, 2026, RFP submission deadline?
A4.- Consider February 24th for the date of fuel price.

Q5.- Regarding aviation fuels refueling trucks, will these trucks be leased to the City of the FBO?
A5. The fuel trucks will be leased directly to the FBO not through the city. We just need the option for the FBO to have fuel trucks provided by the provider at the request of the FBO.

Q6- Are any other payment terms acceptable other than the listed Net 30-day terms in the RFP?
A6. No.

Q7.- Would awarded bidder be allowed to store aviation fuel products/inventory at your facility?
A7. Yes, no issues with that.

Q8.- Branding and Marketing What size and type of signs require rebranding. Are they double sided pole mount or wall mount signs.
A8. Currently, we don't have a branding program for fuel, and we chose not to implement one with Avfuel because the contract was about to expire when I arrived a few years ago. We are interested in exploring options for branding and rebranding in the future, but we are also working on a terminal reconstruction project, so any branding may be delayed until we complete that project and the subsequent RFP.

Q9.- What is the start-up date for the new fuel supplier contract?
A9.- Current Contract expires on September 30th.

Q10.- Regarding II.PAYMENT TERMS, Section 1.Tax Exempt Status Will you please confirm what taxes you are currently paying on your fuel invoices for Jet A and Avgas. The RFP says you are exempt from all federal excise, state and local taxes. We would like to confirm as in general Jet A sold to FBOs is not exempt from Federal excise tax of $.193 and the Federal LUST tax of $.001
A10.- We currently pay Federal Kerosene & Lust Tax plus Federal OSLTF & Superfund Recovery to Avfuel.

Q11. Section B. Background:(fuel volume) How much of your annual Jet-A fuel volume listed in this section sold through the FBO (Cutter) is sold as contract fuel?
A11. We do not sell Jet A directly to the end customer; instead, we wholesale it to Cutter, and they sell it to the customer. The airport is not involved in the retail sale of Jet A; we sell all Jet A fuel to Cutter Aviation.

Q12. MINIMUM REQUIREMENTS, SPECIFICATIONS, Item 14 Could you please confirm the date you want fuel costs quoted? The RFP has a date listed in the future.
A12. February 24th for the date of fuel cost.

City of Georgetown
Purchasing Department
510 W. 9th Street
Georgetown, Texas 78626
(512) 930-8454

Q13. Regarding the fuel trucks, does the City of Georgetown prefer a lease-to-own or a month-to-month lease?

A13.- The fuel trucks will be leased directly to the FBO not through the city. We just need the option for the FBO to have fuel trucks provided by the provider at the request of the FBO.

Q14. How many of each type of refueler do you require?
A14. The Fuel trucks are at the discretion of the FBO

Q15. Do you require Used or New refuelers?
A15. The Fuel trucks are at the discretion of the FBO

Q16. What gallon capacity of each type of refueler do you require?
A16. The FBO operates the fuel truck independently from the City.

Q17. Can you specify the amount of Contract Fuel Jet A and Contract Fuel Avgas that is sold?
A17. We do not sell contract fuel the FBO does. We only whole sale it to the FBO and retail sell Self-Serve 100LL

Q18. How many point-of-sale units are currently in use within the FBO? Additionally, are there any other units—beyond those listed in the bid and excluding the QT Pods—that should be considered?
A18. FBO is independent of the City and not sure what services they have or how many. They may require assistance but the option for them to use a vendor is what we are looking for. The Sel Serve fuel and Above Ground Storage tank are owned by the City and we currently use Fuel Master Equipment for both. We are switching over to QT pods for both terminals.

Q19. Can you define your refueler need?
A19. The FBO is independent from the City however, they will need equipment but there needs are done independent of the City and work through the fuel provider directly.

Q20. MINIMUM REQUIREMENTS, SPECIFICATIONS, Item 15 Is price redetermination applicable to both fuel costs from refiner (fuel) and for transportation Freight rate per gallon and Fuel Surcharge (FSC)?
A20. Yes, The price for both Avgas and Jet can be adjusted according to refinery cost and hauler freight cost. For example, if the hauler needs to adjust their costs due to increases on their end, they can do so. We typically are told in advance that those prices change, which is not very often.

By the signatures affixed below, this addendum is hereby incorporated into and made part of the above referenced solicitation.

March 3, 2026

Addendum No. 1 Acknowledgement — Date

Avfuel Corporation, Trent Reeder

Firm Name and Printed Name of Authorized Representative

City of Georgetown, Texas
City Council
June 23, 2026

SUBJECT:
Georgetown PID Administration - P3Works, LLC Consulting Agreement

SUGGESTED ACTION:
Consideration and possible action to authorize execution of contract no. 26-XXXX-CC with P3 Works, LLC, and an initial task order, to provide public improvement districts administrative services, for a one-year term, with up to four additional one-year renewal terms by mutual agreement -- Angela McBride, Special Districts Coordinator

ITEM SUMMARY:
P3 Works, LLC will continue to provide services customized to the different administrative needs of each of the six PIDS and any additional in the future. Operating and maintenance PID services will ensure quality control and facilitation of the annual assessment process including renewals. They will also continue to assist the City with updates and/or modifications to the City's existing PID policy. Additional services related to PID administration may be requested by the City as needed.

FINANCIAL IMPACT:
Financial impact would be as outlined in individual task orders for individual public improvement districts (PIDs).

SUBMITTED BY:
Angela McBride, City Manager's Office

ATTACHMENTS:
Agmnt_P3Works_6.15.2026.pdf

CONSULTATION AGREEMENT WITH THE CITY OF GEORGETOWN

This Consultation Agreement (the "Agreement") is entered into and made effective on the _____ day of _____, _____ by and between _____ ("Consultant") and the City of Georgetown, Texas ("City").

1. **Scope of Services.** Consultant agrees to provide the services described in **Exhibit A**, which is attached and incorporated herein and as detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is show 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 Consultant to issue any particular Task Order. A Task Order will be effective when executed by City and Consultant. Consultant will not perform under any prospective Task Order, unless and until a Task Order is executed by City and Consultant.

2. **City Terms Prevail**. In the event there is a conflict between a term in **Exhibit A** or **Exhibit B** and a term in this agreement, the terms of this agreement shall prevail.

3. **Total Compensation.** The compensation paid by the City to the Consultant shall be established in each Task Order approved by both Parties pursuant to Paragraph 1 above, subject to the payment schedule in **Exhibit C**, which is attached and incorporated herein.

4. **Term.** This Agreement shall become effective on the date signed by the City. The initial term of the Agreement is through June 23 2027, with the option to renew for four (4) additional one (1) year terms on the same terms and conditions. Any renewal must be in writing and executed by the parties.

5. **Amendments.** Any changes to the terms of this agreement will not be effective unless in writing and signed by both parties.

6. **Insurance.** Consultant shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are set forth in **Exhibit D**. Consultants insurance certificate satisfying the City insurance requirements is attached as **Exhibit E**.

7. **INDEMNITY. THE CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR SERVICES PROVIDED UNDER THE AGREEMENT OR FROM ITS NEGLIGENCE OR WILLFUL ACT WHETHER SUCH ACT BE BY THE CONSULTANT OR ITS DESIGNEE. THE CITY, AS A GOVERNMENTAL ENTITY IN THE STATE OF TEXAS, SHALL NOT INDEMNIFY THE CONSULTANT.**

8. **Release by Consultant.** The Consultant releases, relinquishes and discharges the City, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either party or other third parties) and any loss or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the work it performed under this Agreement. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance.

9. **Dispute Resolution.** If either the Consultant or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

10. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Consultant pursuant to this Agreement. Other materials, methodology and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted or proprietary material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Texas Open Records Act to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. Consultant shall deliver all documents or other work product to the City upon request, including original versions if so specified in the request.

11. **Payment Terms.** All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Consultant within thirty days after of receipt of a correct invoice for services. The Consultant may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Consultant concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Consultant and a subcontractor and its suppliers

concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in accordance with Agreement.

12. **Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Consultant shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Consultant, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.

13. **Termination for Cause.** In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party. In addition to all other remedies available under law and in equity, the City may remove the Consultant from the City's Vendor list in the event that this Agreement is terminated for cause and any offer submitted by the Consultant may be disqualified for up to three (3) years.

14. **Non-Appropriation**. This Agreement is a commitment of the City's Public Improvement District, as identified in the respective task order(s), Annual Collection Costs, or funds on deposit in a Developer's Escrow Account only. It is understand and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the city does not appropriate funds sufficient to purchase the services. The City may terminate for non-appropriation by giving the Consultant a written notice of termination at the end of its then current fiscal year.

15. **Notices.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Consultant:

Mary V. Petty, Managing Partner
P3Works, LLC
9284 Huntington Square, Ste 100
North Richland Hills, TX 76182
admin@p3-works.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

16. **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership or joint venture. The Consultant's services shall be those of an independent contractor. The Consultant agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Consultant shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

17. **Force Majeure.** The City and the Consultant will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Consultant shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

18. **No Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

19. **Nondiscrimination.** The Consultant, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Sub-consultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.

20. **Right to Audit**. The Consultant agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Consultant records related to the performance under this Agreement. The Consultant shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Consultant are resolved, whichever is longer.

21. **Advertising and Publicity**. Consultant shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

22. **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement or as required by the Texas

Public Information Act or other applicable law. Confidential Information shall be designated and marked as such at the time of disclosure. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. The provisions of this paragraph shall survive the term of the Agreement.

23. **Contractor Certification regarding Boycotting Israel.** Pursuant to Chapter 2270, *Texas Government Code*, Contractor certifies Contractor (1) does not currently boycott Israel; and (2) 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.

24. **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.

25. **Severability.** This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

26. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. Venue shall be located in Williamson County, Texas.

27. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns; provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Consultant without the prior written consent of the City. Any attempted assignment or delegation by the Consultant shall be void unless made in conformity with this Paragraph.

28. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant.

29. **Entire Agreement.** This Agreement, with all exhibits, includes the entire agreement of the City and the Consultant and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this agreement.

THE CITY OF GEORGETOWN

_____
_____, _____

Date Signed: _____

P3WORKS, LLC

_____
Name, Title

Date Signed:_____

Approved as to form:

_____

_____, Asst. City Attorney

Exhibit A

Scope of Services

PID ADMINISTRATOR BASIC SCOPE OF SERVICES RELATED TO THE SPECIAL ASSESSMENTS:

The Administrator shall provide PID Administrator 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 district:

1. <u>ANNUAL SPECIAL ASSESSMENT DETERMINATION FOR OPERATIONS AND MAINTENANCE PIDS:</u> Each parcel shall be classified according to a PID Service and Assessment Plan. Upon identification of each parcel, the Administrator shall:

1.1. Verify ownership and ongoing conveyance dates;

1.2. Develop and maintain a database for all relevant PID parcels to include all relevant property information;

1.3. Identify PID expenses to include annual debt service and administrative expenses;

1.4. Calculate and determine the Annual Assessment and the Special Assessment for each parcel. This task includes the following sub-tasks:

1.4.1. Background Research – Gather and organize the information required to form a database necessary to calculate and to allocate the Annual Installment and includes the following:

1. Subdivision Research: Identify parcel subdivisions and any other information relevant to the collection of the Annual Installments.
2. Assessor's Parcel Research: Upon publication of property tax roll, review assessor parcel maps to compile a list of the assessor's parcels that will be valid for the collection of the annual Installments and determine the assessed value of each parcel.
3. Ownership/Exempt Property Research: Research changes in ownership, dedication, and offers of dedication of property to public agencies and other exempt uses. Identify date property conveyed or offered to exempt entities.
4. Database Management: Prepare database to include all relevant property characteristics for the parcels in the PID(s).

1.4.2. Calculate the Annual Installment to be collected - This task involves calculating the Annual Installment to be collected and includes the following sub-tasks:

1. Preparation of Budget: Prepare a budget for the PID for the subsequent fiscal year.
2. Calculate Other Funds Available: Calculate other funds available, such as capitalized interest and reserve fund income to be applied to the budget.
3. Allocate Annual Assessment to the Assessed Lots: Allocate the Annual Installment to be collected to the Assessed Lots in the District on the basis of the Rate and Method of Apportionment of Special Assessments.
4. Database Management: Prepare database to include all relevant property characteristics for the parcels in the District.

1.4.3. Determine Amendments to the Annual Assessment Roll - This task involves determining the amendments to the Annual Assessment Roll and making those amendments pursuant to the Rate and Method of Apportionment of Special Assessments.

1.4.4. Revising Assessment Plan - This task involves updating the assessment plan to explain the research, methodology, and assumptions utilized in preparation of the budget, the Annual Installment to be collected, the allocation of the Annual Installment to be collected from the Assessed Lots, and the amendments to the Annual Assessment Roll.

1.4.5. Support Services Related to Billing of Annual Installments - This task involves calculating the Annual Installment to be collected and includes the following sub-tasks:

1. Present Findings to the City: The updated assessment plan prepared by the Administrator will be provided to the City for its approval.
2. Provide Assessment Roll: The Administrator shall assist the City with its required notification of the amount of the Annual Installments to be collected each year.
3. Supplemental Billing: The Administrator shall assist the City/County/Tax Office with any supplemental billing that should be necessary.

1.5. Make allowance for operational needs while accounting for anticipated delinquencies;

1.6. Prepare year-end reconciliation to include any credits that can be applied;

1.7. Prepare and present a report of the Annual Assessment and Special Assessment to the City/County;

2. <u>PREPARE ANNUAL ASSESSMENT UPDATE:</u>

2.1. In the event Bonds fund future improvements, update the Assessments for the PID(s) by obtaining updated recorded plat activities, sales, construction cost estimates, and work with engineer selected to carry out such improvements.

2.2. Update Assessment Roll based on the project(s)'s development.

3. <u>BOND FUND ADMINISTRATION:</u> The Administrator shall work with PID trustee to review and reconcile the account statements for funds and accounts maintained by the Trustee. The accounts and transactions are checked for accuracy and consistency with the Indenture.

3.1. Monitor accounts and transactions for accuracy and consistency with the Indenture.

3.2. Provide the City/County a summary of all PID accounts maintained by the Trustee at the time of assessment.

3.3. With the City's Financial Advisor, determine early bond call requirements.

3.4. Update assessment roll and debt service schedule as a result of any early bond calls.

<u>4. HOMEOWNER ASSISTANCE | PUBLIC INFORMATION</u>: The Administrator shall maintain a landline phone and e-mail address for homeowner correspondence, that will be

provided by the City. Prompt, informative and friendly customer service shall be provided to homeowners who have questions about the PID and the associated assessment fees.

This task involves timely responding to telephone calls from property owners and other interested parties who have questions regarding the special assessments. These calls may be related to a tax bill or an inquiry related to the purchase or sale of property subject to the special assessments. The Administrator shall provide a toll-free phone number for property owners to call with questions. Additionally, this number may be given to people who call the underlying cities or County to obtain information about the special assessments.

5. DELINQUENCY MANAGEMENT: The Administrator shall create a monthly report on delinquencies and penalties outlined in the PID Service and Assessment Plan. Processes shall be developed in cooperation with the City that provide for collection procedures and delinquent assessment..

These services are provided only if special assessments are levied and there are delinquencies in the payment of special assessments.

5.1. Delinquent Special Assessment Report - After the end of the collection period, the Administrator will prepare a report which lists each parcel delinquent in the payment of the Annual Installment and the corresponding amount of delinquency, plus penalties.

5.2. Delinquency Follow-up - After the end of the collection period, the Administrator will prepare a report which lists each parcel delinquent in the payment of the Annual Installment and the corresponding amount of delinquency, plus penalties.

5.3 Reserve Fund Analysis – with the City's Financial Advisor, analyze pursuant to any delinquencies.

6. DISCLOSURE SERVICES: The Administrator shall prepare reports in support of the terms and conditions of the PID Service and Assessment Plan. Additionally, the Administrator shall have an obligation to notify the City and any other relevant parties of any significant or material events that pertain to the administration of the PID.

6.1. Annual Report Preparation - The Administrator will prepare an annual report as required by the continuing disclosure agreements.

6.2. Developer Quarterly Reports - The Administrator will request from the developer the reports due each quarter and disseminate these reports pursuant to the developer disclosure agreement.

6.3. Significant Event Notices - Upon notification by any responsible party, or if the Administrator independently becomes aware of such information, the Administrator will prepare notices of material events, if material, covering the events enumerated in the disclosure agreements.

7. DEVELOPER PAYMENT REQUEST ADMINISTRATION: The Administrator shall prepare reports in support of the terms and conditions of the PID Service and Assessment Plan.

1. P3Works will review all developer payment requests to ensure the request complies with the PID financing documents, including the District service and assessment plan, and any other relevant provisions contained in the District documents.
2. P3Works will audit the developer payment request to ensure there is proper backup documentation and that the calculations and assumptions are accurate to the District service and assessment plan.
3. P3Works will coordinate with the City's designated representative to ensure the improvements were built to the standards of the accepting governing body.
4. P3Works will ensure that proper releases are provided for progress payments on infrastructure to be dedicated to the City or other public entity.

8. CONSULTING SERVICES RELATING TO FUTURE IMPROVEMENT AREAS AND RELATED BOND ISSUANCE (to be paid from Developer funds advanced to City)

5. P3Works will update the Service and Assessment Plan to comply with Bond documents.
6. P3Works will prepare an updated Assessment Roll including the future Improvement Area
7. P3Works will coordinate with City's bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
8. P3Works will prepare any additional reports or analyses as needed/requested to successfully issue the Bonds.

Exhibit B

Task Order Form

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

Task Order

In accordance with the Consulting Services Agreement between City and _____ ("Consultant") for Services, dated _____ ("Agreement"), City and Consultant agree as follows:

1. **Specific Project Data**

Title: _____

Description: _____

_____

_____

PID Administration Standards	**Rates**	**Check all that apply**
PID Creation	Hourly – Exhibit C Section B	
PID Administration No Bonds Sold		
1st Improvement Area	$1500 – Exhibit C Section A	
Each additional Improvement Area	$1000 – Exhibit C Section A	
PID Administration Bonds Sold		
1st Improvement Area	$2500 – Exhibit C Section A	
Each Additional Improvement Area	$1250 – Exhibit C Section A	
Disclosure Services (not incl in monthly fees)	Hourly – Exhibit C Section B	
Annual Notification of Installment	$500 setup, $3.00/parcel	
Developer Payment Request Administration (not included in monthly fees)	Hourly – Exhibit C Section B	
Consulting related to future improvements and bond issuances (not included in monthly fees)	Hourly – Exhibit C Section B	

2. **Services of Consultant**

[Specify which portions of the general scope of services for PID administration to be performed for this PID.]

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

4. **Payments to Consultant**

A. City shall pay Consultant for services rendered for this Task Order pursuant to the rates provided in the Agreement subject to an annual 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 Consultant shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant 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:		CONSULTANT:	
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 the described services together with the fixed monthly fee. For services provided at hourly rates, the Consultant will be paid at the rates per service or employee shown below. The City will reimburse the Consultant for ***actual,*** non-salary expenses at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in 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.

A. Fixed Monthly Fees (monthly collection fees will begin the 1st of the month following assessments being levied)

   If no bonds are sold:

   Monthly Fee = $1,500 beginning the first of the month following execution of this Agreement for the first improvement area; and $1,000 per month for each improvement area thereafter. (Proration will occur for any partial month if not begun on the 1st day of the month.)

   If bonds are sold:

   Monthly Fee amounts will be $2,500 for the first improvement area beginning the first month following the issuance of bonds; and $1,250 per month for each improvement area thereafter.

Except as noted below, the Monthly Collection Fee shall cover all services listed in Exhibit A with the exception of those listed under Paragraphs , 1(1.4.5.2), 6, 7, and 8..

For PIDs that P3Works did not create: Monthly Collection Fees will not begin until the first Annual SAP Update is drafted by P3Works and approved by Council, therefore all work completed to that point will be billed hourly.

B. Hourly Fees

All work prior to the levy of assessments, such as the preparation of the service and assessment plan and bond issuance support, is billed on an hourly basis. After bonds are

sold, all work relating to issuer disclosures, quarterly disclosures, developer draw reviews, and work relating to future bond issuances are also billed hourly at P3Works prevailing hourly rates as described in Paragraph 3 and 6 in Exhibit A, which are currently as follows:

Title	***Hourly Rate***
President	*$350*
Vice President	*$325*
Director, Regional Director	*$300*
Senior Manager, Senior Project Manager	*$250*
Manager, Project Manager	*$225*
Senior Analyst	*$200*
Analyst II	*$175*
Analyst I	*$150*
Administrative	*$125*

**P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel times will be billed at hourly rates.*

Exhibit D

Insurance Requirements

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

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

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

III. General Requirements Applicable to All Policies.

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

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

V. **Commercial General Liability** requirements:

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

VI. **Business Automobile Liability** requirements:

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

VII. **Workers' Compensation Insurance** requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Consultant, the Consultant, *all* employees of any and all subconsultants, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Consultant's, or subonsultant's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or her own policy and a coverage agreement is used, Consultants and subconsultants *must* use that portion of the form whereby the hiring Consultant agrees to provide coverage to the employees of the subconsultant.

The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Consultant may not be used.

B. The workers compensation insurance shall include the following terms:

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

VIII. **Professional Liability** requirements:

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

Exhibit E

Certificate of Insurance

City of Georgetown, Texas
City Council
June 23, 2026

SUBJECT:
Contract with A&L Solutions for services of a Mental Health Clinical Advisor to the Georgetown Fire Department and Police Department

SUGGESTED ACTION:
Consideration and possible action to approve a contract with A&L Solutions for Mental Health Services for first responders and support staff with the Georgetown Fire Department and Georgetown Police Department for an annual amount not to exceed $100,000.00 and to authorize City Manager to execute renewals of the agreement for up to four additional one-year terms with the same terms and conditions for a total 5-year contract not to exceed amount of $500,000.00 -- Laura Maloy, Director of Human Resources

ITEM SUMMARY:
The City of Georgetown conducted a search for a qualified mental health providers to deliver comprehensive clinical and wellness services for first responder and support services personnel within our Fire and Police Departments. A&L Solutions was selected to serve as a clinical advisor to support the psychological health, resilience, and operational readiness for personnel.

FINANCIAL IMPACT:
Not to exceed $100,000.00. These funds are currently accounted for in the Self Insurance Fund.

SUBMITTED BY:
Jamie Beran, Human Resources and OD

ATTACHMENTS:
26-0276-PSA _signed.pdf

PROFESSIONAL SERVICES AGREEMENT WITH THE CITY OF GEORGETOWN

This Professional Services Agreement (the "Agreement") is entered into and made effective on the day of _____ by and between A&L Solutions, Inc. ("Contractor") and the City of Georgetown, Texas ("City") to provide mental health services for first-responders.

1. **Scope of Services**. Contractor agrees to provide such services as further described in **Exhibit A**, which is attached and incorporated herein. Any request by Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph four of this Agreement shall be made and approved by the City prior to Contractor providing such services, or the right to payment for such additional services shall be waived. If there is a dispute between Contractor and the City respecting any service provided or to be provided hereunder by Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Agreement, Contractor agrees to continue providing on a timely basis all services to be provided by Contractor hereunder, including any service as to which there is a dispute.

2. **Supplemental Provisions**. Supplemental provisions applicable to this Agreement are included in **Exhibit B** and incorporated herein by reference.

3. **City Terms Prevail**. In the event there is a conflict between a term in **Exhibit A** or **Exhibit B** and a term in this Agreement, the terms in this Agreement shall prevail.

4. **Total Compensation**. The total compensation per term paid by the City to Contractor, including expenses, under this Agreement shall not exceed **one-hundred thousand dollars and no cents ($100,000.00)**. Payment to the Contractor shall be made in accordance with **Exhibit C**, which is attached and incorporated herein.

5. **Term**. The initial term of this Agreement shall be for one year. The Agreement may be renewed for four (4) additional one-year terms by agreement of both Parties.

6. **Amendments**. Any changes to the terms of this agreement will not be effective unless in writing and signed by both parties.

7. **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 Contractor, its agents, representatives, volunteers, employees or subcontractors. The polices, limits and endorsements required are set forth in **Exhibit D**. Contractor's insurance certificate satisfying the City insurance requirements is attached as **Exhibit E**.

8. **INDEMNITY**. TO THE EXTENT PERMITTED BY LAW, EACH PARTY **SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY**

AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM THE AGREEMENT OR SERVICES PROVIDED UNDER THE AGREEMENT OR FROM THE OTHER PARTY'S NEGLIGENCE OR WILLFUL ACT WHETHER SUCH ACT BE BY THE OTHER PARTY OR ITS DESIGNEE.

9. **RELEASE BY CONTRACTOR. CONTRACTOR RELEASES, RELINQUISHES AND DISCHARGES THE CITY, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE, FOR ANY INJURY TO OR DEATH OF ANY PERSON (WHETHER EMPLOYEES OF EITHER PARTY OR OTHER THIRD PARTIES) AND ANY LOSS OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE WORK IT PERFORMED UNDER THIS AGREEMENT. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, DEMANDS AND/OR CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE.**

10. **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.

11. **Ownership of Documents**. The City shall retain ownership of all associated work products and documentation obtained from or created by Contractor pursuant to this Agreement, save and except for medical records as described in **Exhibit B**. Contractor shall deliver all documents or other work product to the City upon request, including original versions if so specified in the request.

12. **Payment Terms**. All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Contractor within

thirty days after of receipt of a correct invoice for services. 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 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 invoice is not mailed to the City in accordance with Agreement.

13. **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, 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 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.

14. **Termination for Cause**. In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party. In addition to all other remedies available under law and in equity, the City may remove Contractor from the City's Vendor list in the event that this Agreement is terminated for cause and any offer submitted by Contractor may be disqualified for up to three (3) years.

15. **Non-Appropriation**. This Agreement is a commitment of City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the services. The City may terminate for non-appropriation by giving Contractor a written notice of termination at the end of its then current fiscal year.

16. **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: A&L Solutions

Attn: Alton McCallum

3011 N. Main St. Suite A, Belton, Tx 76513

alton@insight-cc.org

Notice to the City:

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

With a copy to:

City of Georgetown
ATTN: City Attorney
P.O. Box 409
Georgetown, Texas 78627
skye.masson@georgetowntexas.gov

17. **Independent Contractor**. The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. Contractor's services shall be those of an independent contractor. Contractor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Contractor shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance, or any other insurance that the City, from time to time, may have in force.

18. **Force Majeure**. The City and Contractor will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor Contractor shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

19. **No Waiver**. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

20. **Nondiscrimination**. Contractor, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.

21. **Right to Audit**. Contractor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and Contractor's records related to the performance under this Agreement. Contractor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of Contractor are resolved, whichever is longer.

22. **Advertising and Publicity**. Contractor shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

23. **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Confidential Information shall be designated and marked as such at the time of disclosure. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, Contractor, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. The provisions of this paragraph shall survive the term of the Agreement.

24. **Contractor Certification regarding Boycotting Israel**. Pursuant to Chapter 2270, Texas Government Code, Contractor certifies Contractor (1) does not currently boycott Israel; and (2) 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.

25. **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.

26. **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.

27. **Survivability**. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein will survive the expiration or earlier termination of this Agreement for a period of twenty-four (24) months after such expiration or termination and (b) the Indemnity and Release of Contractor sections of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement for a period of twenty-four (24) months after such expiration or termination.

28. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. Venue shall be located in Williamson County, Texas.

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

30. **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 Contractor.

31. **Entire Agreement**. This Agreement, with all exhibits, includes the entire agreement of the City and Contractor and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this agreement.

List of Exhibits

A. Scope of Services
B. Supplemental Provisions
C. Payment Terms & Schedule
D. Insurance Requirements
E. Certificates of Insurance

[*signatures on the following page*]

CITY OF GEORGETOWN

By: _____

Name: Josh Schroeder, Mayor

Date: _____

CONTRACTOR

By: Alton McCallum

Name, Title: Alton McCallum, Owner

Date: 3 June 2026

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A
SCOPE OF SERVICES

The terms and conditions of this Agreement shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.

The Contractor shall perform services in intervention; create a team to provide holistic support for mental health and well-being of the Police and Fire Departments (the "Departments"); facilitate training for peers to support each other; provide critical incident stress management assistance to the Departments; provide individual or group therapy, coaching, and chaplaincy services related to workplace trauma, burnout, anxiety, or other line of duty related challenges; and provide training curriculum in support of personnel wellness and other services as requested and agreed by the Parties. Provider will keep all information confidential as required by law. Provider will supply off-site administrative support. Provide will submit proof of licensing and any insurance that must be maintained under Texas law. Provider will immediately inform City in writing if Provider has any issue which would affect the ability to complete these services, including but not limited to, revocation of licensing and lapse of insurance.

The Contractor shall provide a full range of mental health and wellness services, as outlined below:

1. Clinical Support Services

1.1. The Contractor shall provide confidential individual counseling services for first responders experiencing:
  1.1.1. Workplace trauma;
  1.1.2. Burnout and compassion fatigue; or
  1.1.3. Anxiety, stress, and other duty-related challenges.
1.2. The Contractor shall ensure timely access to services, with the ability to initiate counseling within **48 hours of a critical incident**, when feasible.
1.3. When requested, the Contractor shall complete an assessment of a City employee. An "assessment" means a psychiatric evaluation, psychological evaluation, or fit for duty evaluation.

2. Critical Incident Stress Management (CISM)

2.1. The Contractor shall provide **Critical Incident Stress Management (CISM)** services for Fire and Police personnel.
2.2. The Contractor shall deliver immediate and follow-up crisis response services, including:
  2.2.1. Defusings and debriefings;
  2.2.2. On-site or virtual crisis intervention; and

2.2.3. Group processing sessions following significant incidents

3. **Peer Support Program Development and Oversight**
   3.1. Provide **peer support training** for designated personnel
   3.2. Offer ongoing **clinical supervision and guidance** for peer support team members
   3.3. Assist in developing and strengthening internal peer support capabilities

4. **Training and Education**
   4.1. Provide training programs designed to enhance resilience and mental wellness, including:
      4.1.1. Stress management strategies
      4.1.2. Resilience building
      4.1.3. Burnout and compassion fatigue prevention
      4.1.4. Crisis intervention techniques
      4.1.5. Peer support best practices
   4.2. Training shall be provided on a recurring basis, including **quarterly training sessions** at a minimum.

5. **Group Support Services**
   5.1. Facilitate group sessions as needed, including:
      5.1.1. Post-incident processing
      5.1.2. Team wellness sessions
      5.1.3. Educational workshops
   5.2. Provide up to a defined number of group service hours monthly as part of the base service model

6. **On-Site Engagement**
   6.1. Conduct regular on-site engagement activities, including:
      6.1.1. Scheduled wellness check-ins with Fire Department personnel
      6.1.2. Scheduled shift-based engagement opportunities with Police Department personnel
   6.2. Maintain a visible and accessible presence to build trust and utilization of services

7. **Service Delivery Requirements**
   7.1. Maintain a **consistent weekly availability** to support both Fire, Police, and Public Safety Support personnel
   7.2. Provide a combination of **in-person and virtual services**
   7.3. Ensure all services are delivered by **licensed or certified mental health professionals**
   7.4. Comply with all applicable **confidentiality, HIPAA, and professional ethical standards**
   7.5. Execute any required **non-disclosure agreements**

8. **Performance Expectations**

8.1. The selected provider will be expected to:

8.1.1. Demonstrate responsiveness to the needs of first responder personnel

8.1.2. Coordinate effectively with City leadership while maintaining clinical independence

8.1.3. Provide general (non-confidential) reporting trends and program feedback to support organizational awareness

8.1.4. Support improved employee resilience, wellness, and retention

9. Coordination and Responsibilities

9.1. **City Responsibilities:**

9.1.1. Provide reasonable access to personnel and facilities

9.1.2. Assist with scheduling and coordination

9.1.3. Provide relevant, non-confidential background information as needed

9.2. **Contractor Responsibilities:**

9.2.1. Provide all clinical services and off-site administrative support

9.2.2. Communicate any issues impacting service delivery in a timely manner

EXHIBIT B
SUPPLEMENTAL PROVISIONS

N/A

EXHIBIT C

PAYMENT TERMS

The City shall pay the Contractor a monthly retainer of three-thousand two-hundred dollars and no cents ($3,200.00). The monthly retainer includes:

1. 32 reserved session slots to be responsive to departments needs;
2. Group Sessions: Included in the monthly retainer up to 4 hours monthly;
3. CISM, wellness and peer support training once a quarter for the FY;
4. Weekly Breakfast table resiliency engagements with Fire Department; and
5. Weekly Shift change engagements with Police Department

The City shall also pay the Contractor one-hundred dollars and no cents ($100.00) for provided individual sessions.

These fees are inclusive of expenses minus assessment fees, so long as all work required is in the general Georgetown, Texas area and virtual area. All travel, administrative, logistical, and communication expenses are included, so there is no further amount due.

Assessment fees. Assessment fees are based on the comprehensive nature of the testing. Assessment fees range between $500 and $1000.

PAYMENT SCHEDULE

The Contractor must submit ***monthly*** invoices to the City, accompanied by an explanation of charges, fees, services, and expenses, including an accounting of actual hours worked. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

EXHIBIT D
INSURANCE REQUIREMENTS

I. 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. Automobile Liability

C. Workers' Compensation

D. Professional Liability

II. For each of these policies, 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 Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by 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. **Automobile Liability** requirements:

A. Contractor shall ensure that any employee, agent, representative, or subcontractor who uses a personally owned vehicle in connection with the performance of the Services maintains automobile liability insurance covering such use, including business-related travel. Such insurance shall include coverage applicable to the operation of a personal vehicle for business purposes and shall be maintained in at least the amounts required below.

1. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.

2. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.

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 Contractor, Contractor, *all* employees of any and all subconsultants, and all other persons providing services on the Project must be

covered by a workers compensation insurance policy, either directly through their employer's policy (Contractor's, or subconsultant's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or her own policy and a coverage agreement is used, Contractors and subconsultants *must* use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent 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 Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VIII. **Professional Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.

B. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City upon request.

C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

EXHIBIT E
CERTIFICATE OF INSURANCE

City of Georgetown, Texas
City Council
June 23, 2026

SUBJECT:
Fourth Amendment to Task Order PDC-23-001 with Pape Dawson Consulting Engineers, Inc, for Professional Services re: Memorial Dr Improvements and Wolf Ranch Pkwy Project

SUGGESTED ACTION:
Consideration and possible action to approve the Fourth Amendment to Task Order PDC-23-001 with Pape Dawson Consulting Engineers, Inc, for professional services related to the Memorial Dr Improvements and Wolf Ranch Pkwy Project in the amount of $157,995.00 -- Wesley Wright, P.E., Systems Engineering Director, and David Herzog, CIP Manager

ITEM SUMMARY:
Since March 2023, the City Council has approved multiple amendments expanding Pape-Dawson scope of work for the Memorial Drive and Wolf Ranch Parkway improvement project. These amendments have included final design and engineering for the roundabout at Memorial Drive and Wolf Ranch Parkway, environmental studies, drainage and water pollution planning, right-of-way documentation, bidding and construction phase services, and additional environmental and survey work required by the Texas Historical Commission and enhanced pedestrian crossing at roundabout.

This fourth task order amendment provides post-100% design services necessary to complete the project and prepare it for construction. The added scope includes tree preservation planning, right-of-way acquisition assistance, and landscape architecture services, including revisions to median landscaping and irrigation design. These services are required to finalize the project design and support ongoing coordination efforts. These enhancements will not delay the project, staff is currently working to acquire the necessary right of way and anticipates bidding the project early 2027.

The ultimate Wolf Ranch Parkway roadway will consist of a four-lane divided arterial roadway extending from Rivery Boulevard to SH 29. The scope for professional services includes design of roadway illumination, curb and gutter, medians, storm drainage, sidewalks, bike bicycle lanes, turn lanes, landscaping and other ancillary improvements necessary to deliver complete bid ready construction plans.

STAFF RECOMMENDATIONS:Staff recommends approval of the Fourth Task Order Amendment to Task Order PDC-23-001 with Pape Dawson Consulting Engineers Inc., for professional services related to the Memorial Dr Improvement and Wolf Ranch Pkwy Project in the amount of $157,995.00.

FINANCIAL IMPACT:
Funds for this expenditure are budgeted and available in the FY26 GTEC Budget PRJ000664

SUBMITTED BY:

Hunter Anderson, Systems Engineering

ATTACHMENTS:
Fourth Amendment Pape PDC-23-004.pdf

EXHIBIT K, consisting of _____ pages, referred to in and part of the Master Services **Agreement between Owner and Pape-Dawson Consulting Engineers, Inc. ("Engineer") for Professional Services** – Task Order Edition dated March 28, 2023.

Fourth Amendment to Task Order No. PDC-23-001

1. Specific Project Data:

   A. Title: Memorial Dr. Improvements & Wolf Ranch Pkwy

   Description: Post 100% submittal services, including comment responses, Tree Preservation Coordination, ROW Parcel TCP Exhibit, Hillwood Monument Preservation, ADA Compliant Detour, Decel Lane Coordination, Water Design Changes, and Utility Coordination. Revisions to Landscape Architecture Services, including median landscape and irrigation, per the City's comments issued 12/5/2025. 100% Construction Documents to be revised and resubmitted.

   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: 23-0099-MSA

2. Nature of Amendment
   ☒ Additional Services to be performed by Engineer

3. Description of Modifications

   A. Engineer shall perform the following Additional Services:

   Post 100% submittal services, construction schedule updates, revisions to Landscape Architecture Services per the City's comments, and revised 100% construction documents.

   B The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous Amendments, if any, is modified as follows:

   Modifications to the Wolf Ranch and Memorial Dr PS&E, including cemetery scraping and adding 4 parcels to the original contract.

C. For the Additional Services or the modifications to Services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Category of Services	***Compensation Method***	***Lump Sum or Not to Exceed Amount of Compensation for Services***
Project Management	*Lump Sum*	*$ 59,560*
Landscaping (PD)	*Lump Sum*	*$ 25,095*
Landscaping (SEC)	*Lump Sum*	*$ 14,220*
Final Design, Plan Sheets, & Estimate	*Lump Sum*	*$ 38,260*
QAQC And Submittals	*Lump Sum.*	*$ 20,860*

4. Attachments:
Exhibit A – Scope of Services
Exhibit C – Fee Schedule

Terms and Conditions: Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and the Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Task Order Amendment is _____.

OWNER:

By: _____

Name: _____

Title: _____

ENGINEER:

By: _____

Name: Brian Allen, P.E.

Title: Vice President

Engineer License or Firm's Certificate No. #470
State of: Texas

APPROVED AS TO FORM:

_____

_____
City Attorney

ATTEST:

_____
Robyn Densmore, City Secretary

EXHIBIT A

SERVICES TO BE PROVIDED BY THE ENGINEER FOR MEMORIAL DR & WOLF RANCH PKWY IMPROVEMENTS

Wolf Ranch Parkway from Memorial Dr to Rivery Blvd Additional Services Request No 4

1. PROJECT MANAGEMENT

- Prepare contract documents
  - Prepare scope and fee documents for the additional services request 4 as outlined below
- Monthly invoices and progress reports (6 months assumed):
  - Submit monthly progress status reports to the City. Progress reports will include a deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the City and its representatives. Subconsultant progress will be incorporated into the monthly progress report.
  - Prepare correspondence, invoices, and progress reports monthly in accordance with current City requirements. Submit monthly progress reports on the first Monday of the following month via email with a copy to the project manager, Georgetown Accounts Payable (ap@georgetown.org).
- Meetings with City (6 monthly meetings assumed):
  - Attend coordination/progress meetings with the City and its representatives and stakeholders on a monthly basis
  - Prepare agenda and sign-in sheets for external coordination/progress meetings.
  - Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Prepare post 100% comment responses:
  - Prepare memos to respond to and request clarification on post 100% comments provided by city staff
- Additional post 100% submittal support (6 months assumed)
  - Coordinate with the City of Georgetown to address additional issues that arise between the final plan submittal and the beginning of the bid phase. This task will include up to 108 hours of additional time and assumes an average of two (2) hours a month of Vice President time and 2 hours per week for Project Manager and Senior Project Engineer.
- Construction Schedule Updates
  - Revise construction schedule to account for updated ROW acquisition and utility relocation timeline
  - Deliverable: Revised construction schedule
- Deliverables:
  - Monthly Invoices and Progress Reports, including Deliverable Table
  - Meeting Minutes, Sign-In Sheets, and Agendas

2. LANDSCAPE ARCHITECTURE – PAPE DAWSON

Pape-Dawson to provide Landscape Architecture Services as required for the project, as outlined below:

- Address City Comments regarding the Wolf Ranch median landscape dated December 5, 2025. Revisions to median landscaping and irrigation include:
  - Hydroseed to be adjusted according to the updated sidewalk alignments.
  - Details and specifications for hydroseed to be updated regarding installation.
  - Irrigation design to be revised from drip to two bubblers per tree, and details to be updated per staff comments.
- Roadway Redesign Analysis for Landscaping
  - Evaluate possible roadway redesigns to comply with City landscaping comments while also confirming landscaping comments allow for compliance with PROWAG requirements
- Deliverables:
  - Revised 100% Construction Documents.

3. LANDSCAPE ARCHITECTURE – SEC

SEC Planning to provide Landscape Architecture Services as required for the project, as outlined below:

- This ASR addresses landscape and irrigation changes that address City of Georgetown comments issued 12/05/2025 only. This ASR covers addresses comments issued by the City after a 100% Construction set was issued.
- Additional comments are outside of the scope of this ASR

4. FINAL DESIGN, PLAN SHEETS, AND ESTIMATE

The engineer will provide additional post 100% submittal services in support of the city. Specific services are described below:

- Tree Preservation Coordination
  - Investigate options to preserve an additional heritage tree near Sunset Vista Drive, including moving the sidewalk, using special structural fill that can allow the tree to remain in place, or using an elevated sidewalk
- ROW Parcel TCP Exhibit
  - Prepare an exhibit noting which parcels needed to be obtained for each TCP phase to help the city determine priority list
  - Meet with the City staff to discuss the exhibit and establish a strategy for parcel acquisition
  - Deliverable: ROW Parcel TCP Exhibit
- Hillwood Monument Preservation
  - Modify sidewalk design at Roundabout to avoid the existing Hillwood landscaping monument

- Prepare a rollplot showing proposed work on the project to send to Hillwood to help evaluate other potential conflicts with Hillwood facilities
- Coordinate with the city to further adjust the design to mitigate conflicts with Hillwood facilities
- Deliverable: Hillwood Conflict Rollplot

- ADA Compliant Detour
  - Prepare rollplot showing alternative ADA compliant pedestrian routes for construction that use existing sidewalks and share used paths
  - Meet with the city to discuss preferred options for ADA compliant pedestrian detours
  - Deliverable: ADA Detour Rollplot
- Frost Bank Decel Lane Coordination
  - Evaluate the possibility of adding adjacent Frost Bank Decel lane to Wolf Ranch project
  - Meet with the city to discuss ramifications of adding a turn lane on the utility, roadway, storm drain, and environmental teams
- Round Rock Water Design Changes
  - Communicate with the City of Georgetown to determine design preferences of City of Round Rock around the existing City of Round Rock water main going through the Wolf Ranch/Memorial project
  - Adjust storm drains to comply with the City of Round Rock comments
  - Obtain confirmation that the City of Round Rock consents to the proposed design around the existing water easement
  - Deliverable: Revised drainage sheets
- Meet with utility owners (one (1) meeting per month, 6 months assumed)
  - Meet with utility owners monthly to determine progress of utility relocations
- Coordinate with utility owners (6 months assumed)
  - Coordinate with utility owners during the design and permitting process, answering questions and sharing needed design information

5. QAQC AND SUBMITTALS

- Post 100% Submittal Preparation
  - Prepare combined sheets, update cost estimates, and send final submittal package to city of Georgetown to comply with post 100% city comments
  - Deliverable: Revised 100% Construction Documents.

6. EXCLUSIONS

The following items are not included in this work authorization:

- Additional services required by the client, which may arise and are not outlined above, are to be compensated for on an hourly basis or negotiated to a lump sum fee.
- Changes made to the design plan after design has begun will constitute a change of scope, and additional fees will be required.

EXHIBIT C
Fee Schedule

PDC-23-001 for Wolf Ranch Pkwy PS&E, Bid Phase Service & Construction Phase Services

Description		SUBTOTALS	Pape-Dawson Consulting Engineers, LLC	SEC Planning, LLC
Task 1 - Project Management	Total Labor Cost	$ 59,560.00	$ 59,560.00	$ -
	Other Direct Expenses	$ -	$ -	$ -
Task 2 - Landscape Architecture (PD)	Total Labor Cost	$ 25,095.00	$ 25,095.00	$ -
	Other Direct Expenses	$ -	$ -	$ -
Task 3 - Landscape Architecture (SEC)	Total Labor Cost	$ 14,220.00	$ -	$ 14,220.00
	Other Direct Expenses	$ -	$ -	$ -
Task 4 - Final Design, Plan Sheets & Estimate	Total Labor Cost	$ 38,260.00	$ 38,260.00	$ -
	Other Direct Expenses	$ -	$ -	$ -
TASK 5 - QAQC and Submittal	Total Labor Cost	$ 20,860.00	$ 20,860.00	$ -
	Other Direct Expenses	$ -	$ -	$ -
	LUMP SUM	**$ 157,995.00**	**$ 143,775.00**	**$ 14,220.00**

EXHIBIT C
Fee Schedule

PDC-23-001 for Wolf Ranch Pkwy PS&E, Bid Phase Service & Construction Phase Services

TASK DESCRIPTION	Vice President	Project Manager	Senior Project Engineer	Project Engineer	Project Surveyor	Survey Technician	EIT	Survey Crew (2 Person) W/ Equipment	Total Hours
CONTRACT RATE PER HOUR	**$375.00**	**$280.00**	**$280.00**	**$220.00**	**$270.00**	**$180.00**	**$220.00**	**$220.00**	
TASK 1 - PROJECT MANAGEMENT									
PROJECT MANAGEMENT AND ADMINISTRATION (3 Additional Meetings Assumed for Design)									
Prepare contract documents	4	12		4					20
Monthly invoices and progress reports (6 months assumed)		6							6
Meetings with City (6 monthly meetings assumed)	6	6							12
Prepare post 100% comment responses	2	12							14
Additional post 100% submittal support (6 month assumed)	12	48	48						108
Construction Schedule Updates	16	24							40
HOURS SUB-TOTALS	**40**	**108**	**48**	**4**					**200**
TOTAL LABOR COSTS	**$15,000.00**	**$30,240.00**	**$13,440.00**	**$880.00**					**$59,560.00**
% DISTRIBUTION OF STAFFING	**20%**	**54%**	**24%**	**2%**					**100%**
SUBTOTAL TASK 1 - PROJECT MANAGEMENT									**$59,560.00**
TASK 3 - LANDSCAPE ARCHITECTURE (PD)									
LANDSCAPING									
Consultation, research, and analysis		6		2			6		14
Construction Documents		12		8			24		44
Roadway Redesign for Landscaping	1	8	8						17
Irrigation									
Construction Documents		4					24		28
HOURS SUB-TOTALS	**1**	**30**	**8**	**10**			**54**		**103**
TOTAL LABOR COSTS	**$375.00**	**$8,400.00**	**$2,240.00**	**$2,200.00**			**$11,880.00**		**$25,095.00**
% DISTRIBUTION OF STAFFING	**1%**	**29%**	**8%**	**10%**			**52%**		**100%**
SUBTOTAL TASK 3 - LANDSCAPE ARCHITECTURE (PD)									**$25,095.00**

EXHIBIT C
Fee Schedule

PDC-23-001 for Wolf Ranch Pkwy PS&E, Bid Phase Service & Construction Phase Services

TASK DESCRIPTION	Vice President	Project Manager	Senior Project Engineer	Project Engineer	Project Surveyor	Survey Technician	EIT	Survey Crew (2 Person) W/ Equipment	Total Hours
CONTRACT RATE PER HOUR	**$375.00**	**$280.00**	**$280.00**	**$220.00**	**$270.00**	**$180.00**	**$220.00**	**$220.00**	
TASK 4 - Final Design, Plan Sheets, And Estimate									
Final Design, Plan Sheets, And Estimate									
Tree Preservation Coordination	1	6	6						13
ROW TCP Parcel Exhibit	1	6	6						13
Hillwood Monument Preservation	2	6	6		1	5		5	25
ADA Compliant Detour	2	6	8						16
Frost Bank Decel Lane Coordination	2	8							10
Round Rock Water Design Changes	2	8					8		18
Meeting with utility owners (1 meeting per month, 6 months assumed)		12		6					18
Coordinate with utility owners (6 months assumed)		12		18					30
HOURS SUB-TOTALS	**10**	**64**	**26**	**24**	**1**	**5**	**8**	**5**	**143**
TOTAL LABOR COSTS	**$3,750.00**	**$17,920.00**	**$7,280.00**	**$5,280.00**	**$270.00**	**$900.00**	**$1,760.00**	**$1,100.00**	**$38,260.00**
% DISTRIBUTION OF STAFFING	**7%**	**45%**	**18%**	**17%**	**1%**	**3%**	**6%**	**3%**	**100%**
SUBTOTAL TASK 4 - Final Design, Plan Sheets, And Estimate									**$38,260.00**
TASK 5 - QAQC AND SUBMITTALS									
QAQC AND SUBMITTALS									
Post 100% Submittal Preparation	4	12	32				32		80
HOURS SUB-TOTALS	**4**	**12**	**32**				**32**		**80**
TOTAL LABOR COSTS	**$1,500.00**	**$3,360.00**	**$8,960.00**				**$7,040.00**		**$20,860.00**
% DISTRIBUTION OF STAFFING	**5%**	**15%**	**40%**				**40%**		**100%**
SUBTOTAL TASK 5 - QAQC AND SUBMITTALS									**$20,860.00**
TOTAL									**$143,775.00**

EXHIBIT C
Fee Schedule

PDC-23-001 for Wolf Ranch Pkwy PS&E, Bid Phase Service & Construction Phase Services
Sub Provider: SEC Planning, LLC

TASK DESCRIPTION	Project Manager	Landscape Archictect II	Landscape Architect I	Irrigation	Total Hours
CONTRACT RATE PER HOUR	**$125.00**	**$115.00**	**$100.00**	**$150.00**	
TASK 3 - LANDSCAPE ARCHITECTURE (SEC)					
Landscaping					
Update Plantings	2	8	10		20
Hardscape Detail Updates	2	7	10		19
Planting Notes and Detail Updates	5	8	10		23
Addressing New Comments, Resubmissions	9	15	22		46
Irrigation					
Plan Updates				8	8
Addressing New Comments, Resubmissions				8	8
HOURS SUB-TOTALS	**18**	**38**	**52**	**16**	**124**
TOTAL LABOR COSTS	**$2,250.00**	**$4,370.00**	**$5,200.00**	**$2,400.00**	**$14,220.00**
% DISTRIBUTION OF STAFFING	**15%**	**31%**	**42%**	**13%**	**100%**
SUBTOTAL TASK 3 - LANDSCAPE ARCHITECTURE (SEC)					**$14,220.00**

City of Georgetown, Texas
City Council
June 23, 2026

SUBJECT:
Task Order CDM-26-002 San Gabriel Wastewater Treatment Plant Reclaim System Improvements Project

SUGGESTED ACTION:
Forwarded from the Georgetown Water Utility Advisory Board (GWUAB):
Consideration and possible action to approve Task Order CDM-26-002 with CDM Smith, Inc., for professional services related to the San Gabriel Wastewater Treatment Plant Reclaim System Improvements Project in the amount of $658,808.00 -- Wesley Wright, P.E., Systems Engineering Director

ITEM SUMMARY:
The City engaged CDM Smith to evaluate the existing San Gabriel reclaimed water network to understand the bottlenecks that hamper the delivery of reclaimed water to the City's end users so that solutions can be evaluated and recommended to provide more treated effluent for irrigation purposes. This task order is for preliminary design, final design, bidding services and engineering services during construction of the San Gabriel Wastewater Treatment Plant (WWTP) Reclaim System Improvements Project.

The San Gabriel WWTP Reclaim System Improvements will consist of installation of a 1-million-gallon per day (MGD) disk filter, adding variable frequency drives (VFDs) to the existing irrigation transfer pumps to help control flow rates, installing new level sensors to the existing chlorine contact tanks (CCTs) to help manage flow, adding an additional sodium hypochlorite dosing pump for disinfection of the Non-Potable Water (NPW) system, and replacement of buried NPW pipe due to existing physical bottlenecks in the system.

This scope of work will include:
- Chlorine Contact Tank & Transfer Pump Improvements
- Filtration Capacity Improvements
- Non-Potable Water Sodium Hypochlorite Dosing Improvements
- Non-Potable Water Pipe Network Replacement/Improvements
- Civil/Site and Yard Piping Improvements
- Structural Improvements associated with the above-described scope
- Electrical and Instrumentation and Control Improvements associated with the above-described scope

Design and bidding are anticipated to take approximately one year to complete. Depending on equipment lead times, construction is also anticipated to take approximately one year to complete, and the enhanced system is expected to be operational in late 2028.

STAFF RECOMMENDATION:
Staff recommends approval of the Task Order CDM-26-002 with CDM Smith, Inc. for professional services related to the San Gabriel WWTP Reclaim System Improvements Project in the amount of

$658,808.00.

BOARD RECOMMENDATION:
This item was unanimously approved at the June 11, 2026, Georgetown Water Utility Advisory Board meeting for recommendation for Council approval.

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

SUBMITTED BY:
Shawn Gunnin, Systems Engineering

ATTACHMENTS:
Task Order CDM-26-002_partially_executed_JUN112026.pdf
San Gabriel Reclaimed Study Tech Memo_LFT Draft to City.pdf

TASK ORDER

Task Order No. CDM-26-002, consisting of ___ 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 October 25, 2022, ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**

   A. Title: San Gabriel WWTP – Reclaim system Improvements

   B. Description: Engineering design, bidding and general engineering services during construction for improvements to the reclaim system for the San Gabriel Wastewater Treatment Plant (WWTP) to address existing operational bottlenecks in the system, which includes the installation of a 1 MGD Disk Filter, adding Variable Frequency Drives (VFDs) to the existing irrigation transfer pumps, installing new level sensors to the existing Chlorine Contact Tanks (CCTs), addition of a sodium hypochlorite dosing pump for dosing to the NPW system, and replacement of buried NPW pipe as directed by the Owner due to poor condition.

   C. City of Georgetown Project Number: PRJ001009

   D. City of Georgetown General Ledger Account No.: CC0562, 662

   E. City of Georgetown Purchase Order No.: _____

   F. Master Services Agreement, Contract Number: 23-0048-MSA

2. **Services of Engineer**

   Purpose:
   Provide design, bidding, and general engineering services during construction for improvements to the San Gabriel Wastewater Treatment Plant (WWTP) Reclaim Water System Improvements to implement a set of targeted improvements that address operational bottlenecks in the San Gabriel WWTP reclaimed water system.

   BACKGROUND
   The following scope of work describes the phases of work and associated project tasks to be performed and completed by the Engineer. Work includes engineering services associated with the preliminary design, final design, and bidding, and construction phase services of the San Gabriel WWTP Reclaim Water System Improvements. (PRJ001009).

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Scope of Work Summary:
The following scope is included in this project:

- Chlorine Contact Tank (CCT) & Transfer Pump Improvements
  - Install new level sensors on the Chlorine Contact Tanks (CCTs) to provide safeguards against excessive drawdown, ensure compliance with required disinfection contact time, and support automated level-based pump control.
  - Install Variable Frequency Drives (VFDs) on the irrigation transfer pumps, including replacement with inverter-duty motors as needed (purchased by Contractor), to allow transfer pump operation to modulate based on CCT levels and plant inflow up to 2 MGD.
- Filtration Capacity Improvements
  - Furnish and install a second 1-MGD disk filter to increase tertiary filtration capacity and allow both transfer pumps to operate simultaneously without exceeding filter limits. This enhancement increases throughput to the Clearwell and improves operational redundancy.
- NPW Sodium Hypochlorite Dosing
  - Install an additional sodium hypochlorite dosing point downstream of the Clearwell to maintain chlorine residual within the NPW network or support periodic high-strength disinfection for maintenance.
- NPW Pipe Network Replacement
  - Provide recommendation for a complete replacement of the NPW system at the WWTP.
- Civil/Site and Yard Piping Improvements associated with the above described scope.
- Structural improvements associated with the above described scope.
- Electrical and Instrumentation and Control Improvements associated with the above described scope.

Engineer shall provide design services to perform conceptual design (10%) to 60%, 90%, and final design, as well as bidding phase, and construction phase services.

ASSUMPTIONS
In developing the Scope of Work and associated task budgets, ENGINEER has made the assumptions outlined below:

General

- ENGINEER will lead technical meetings and workshops, develop associated agendas, and prepare meeting / workshop summaries.
- ENGINEER will adjust previously developed front end (Division 0) Contract Specifications, general, and supplementary conditions and select Division 1 specifications to include the additional items added in this scope of work.
- ENGINEER will incorporate additional specifications using ENGINEER's 6-Digit, 50 division format (CSI MasterFormat) Division 1 and technical specifications as tailored to specific needs for the PROJECT.
- Drawings will be provided in AutoCAD format (latest version).
- Detailed (final) design for items included in this scope of work will be developed based on recommendations set forth in a Technical Memorandum and equipment recommendation efforts which will be completed during the Conceptual Design phase .

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- Detailed (final) design submittal milestones (60%, 90% and 100% design) will include full drawing and specification production for use in facilitating design milestone reviews:
  - At 60% design, the project specifications will be in draft form with most of the design requirements complete and noted. The design drawings will include civil and process-mechanical sheets, near complete process and instrumentation diagrams, and partially complete structural and electrical drawings. Cross-references will still be required as well as the addition of various details.
  - At 90% design, the project specifications will address all 60% comments received from OWNER. The design drawings will address all 60% comments received from OWNER and will include civil and process- mechanical sheets, instrumentation, electrical and structural drawings completed. Cross-references will be verified and included.
  - At 100% design, the project specifications and drawings will address minor comments received from OWNER and the project specifications and drawings will be complete with cross- referencing and final cross-coordination incorporated.
  - At 60% design, ENGINEER will provide electronic (.pdf) files containing the drawings (both 11x17 size and 22x34 size) and specifications.
  - At 90% design, ENGINEER will provide electronic (.pdf) files containing the drawings (both 11x17 size and 22x34 size) and specifications.
  - At 100% design, ENGINEER will provide two (2) half size (11" x 17") hard copies and electronic (.pdf) files containing the drawings (both 11x17 size and 22x34 size) and specifications.
- The scope of basic services assumes the PROJECT will be executed using one (1) construction contract.
- OWNER will distribute bid ready documents and addenda for download via Ionwave.
- A detailed power study and electrical modeling are not included in the scope.
- ENGINEER will develop control narratives and control system hardware and software requirements.
- ENGINEER will not provide resident engineering or inspection services during construction.
- Survey and SUE data will be obtained from previous projects in the San Gabriel WWTP which contain relevant information. If additional Survey and SUE date are needed, this will be an additional service.
- Geotechnical report will be obtained from previous projects in the San Gabriel WWTP. If additional Geotechnical information is requires, this will be an additional service.
- Reports required for the TCEQ WPAP permits will be obtained from previous projects.

<u>Permitting and Coordination with Governing Regulatory Agencies</u>

- ENGINEER will coordinate with and prepare required submittals for City of Georgetown and TCEQ.
- The ENGINEER will pay the required fee for TCEQ's WPAP application. The OWNER will pay all other required permitting fees related to the PROJECT.
- Refer to the additional assumptions as delineated by task in the detailed scope herein.

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DETAILED SCOPE:

The Scope of Work that follows details the individual tasks and deliverables for the PROJECT. The individual (or sub-) tasks are grouped according to the phases of work as follows:

Task 100 – Conceptual Engineering, Evaluation, and Design
Task 200 – Special Services
Task 300 – Final Design (60%, 90%, and 100%/Bid-Ready)
Task 400 – Bid Phase Services
Task 500 – Engineering Services During Construction

Basic Services:

This section delineates the scope of basic services for the PROJECT.

Task 100 – Conceptual Engineering, Evaluation, and Design

Task 101 – Project Kick-off and Administration

ENGINEER will complete the following activities / develop the following items as part of project planning and set-up activities:

- Set-up (i.e. project budget / financials, work plan, and baseline for earned value tool)
- Invoicing
- Project Management and Quality Plan (PMP / QMP) with baseline schedule
- Risk Register for ENGINEER's internal use
- Communication tools for ENGINEER's internal use (i.e. meeting / workshop scheduling and tracking, decision log, change log, and action item tracking)

The PMP/QMP will outline the project goals and objectives, scope of work, baseline schedule, support tools, communications protocols, and quality review plan. The quality review plan will incorporate the approach for pointedly engaging technical advisors and specialty expertise in the early phases of the preliminary engineering and development.

Kick-off Meeting (Preliminary Engineering and Design Kick-off Meeting) will be held with OWNER to confirm key elements of the PMP/QMP, project scope objectives, baseline schedule, and understand stakeholders and influence.

Throughout project execution, ENGINEER will conduct monitoring and control activities to track project progress and develop monthly invoices for submittal to OWNER. For this task, up to three (3) months is assumed for project administration during Conceptual Engineering, evaluation, and design. Project administration during final design is included in Task 300.

Deliverables:

- Project Meeting # 1 – Preliminary Engineering and Design Kick-off
- Meeting agenda and summary (assumed to be up to three (3)) (pdf format)
- Monthly Invoices (assumed to be up to three (3))

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Task 102 – 10% Design Development

The OWNER will provide the ENGINEER with historic flows, loadings, and TPDES permit monitoring report information and data for the San Gabriel WWTP. The information and data will include San Gabriel WWTP record drawings as well as any other available record information. ENGINEER will review the provided information and data to identify any gaps and develop and submit a data needs summary to document information and data received and to obtain initial information and data for review. The initial transfer of information and data from the OWNER will be completed prior to the Kick-off Meeting to facilitate a discussion of available information and to confirm previous work at the San Gabriel WWTP facility. The level of effort for this task assumes OWNER will collect and assemble data for delivery to the ENGINEER in electronic format.

Based on the data provided, the ENGINEER will finalize the recommendations for the Reclaim system and the NPW system improvements which will be included in the project final deliverables. The ENGINEER will also develop a Conceptual Site Layout (assumed to be one (1) 11″x17″ pdf sheet), which will show the location of the proposed improvements.

Deliverables:

- Updated Technical Memorandum (TM)
- Conceptual Site Layout

Task 103 – Effluent Disk Filter Recommendation

ENGINEER will prepare an effluent Disk Filter Recommendation that involves evaluating existing conditions, defining performance goals, analyzing different technologies, and creating a technical and financial basis for choosing the most suitable system. Key tasks include conducting a professional engineering evaluation, developing design alternatives, and providing a recommendation to the OWNER. This process ensures the final system meets project specifications, offers long-term benefits, and integrates seamlessly with the existing facility.

Deliverables:

- Effluent Disk Filter Recommendation

<u>Task 200 – Special Services</u>

Task 201 – Permitting - Regulatory Coordination

ENGINEER will conduct and prepare the following permits documents and/or correspondence on behalf of the OWNER. The budget in this contract only includes a single cash allowance for the TCEQ WPAP permit fee:

- Submittal of the Chapter 217 transmittal letter to Texas Commission of Environmental Quality (TCEQ) for receiving permission to construct, as well as the BODR and Construction Documents if requested.
- <u>*City of Georgetown Site Development Permit*</u> – It is the ENGINEER's understanding that the proposed improvements will be submitted as an Amendment to the existing Site Development Permit of the San Gabriel WWTP (existing Permit Number: 2023-17-SDP). The ENGINEER will assist City of Georgetown in providing necessary information for the Amendment of the permit.

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- *TCEQ Chapter 213 Permitting Assistance*. In compliance with TCEQ Chapter 213 rules related to construction activities within the Edwards Aquifer Recharge/Transition Zone, Engineer will prepare and submit a Water Pollution Abatement Plan (WPAP) application and permit fee to TCEQ. Given the proposed improvements are not expected to add a significant amount of Impervious Cover (IC), the ENGINEER will submit an application for a WPAP Exception.

Deliverables:

- One (1) follow-up meeting with OWNER regarding permitting and project review / approval requirements (at 90% final design milestone)
- Summary of TCEQ correspondence
- Submittal of drawings and specifications to TCEQ
- TCEQ WPAP permit documents and required fee (from cash allowance)

Task 300 – Detailed (Final) Design

Task 301 – Project Administration During Final Design

Throughout project execution, ENGINEER will provide project management, coordination, and administrative support necessary for successful completion of the reclaimed water system improvement design. Activities include monitoring and tracking schedule progress, preparing monthly progress reports, and submitting monthly invoices to OWNER. For this task, up to nine (9) months is assumed for detailed (final) design.
Deliverables:

- Monthly Invoices
- Monthly Progress Reports

Task 302 – 60% Design Drawings and Project Manul

ENGINEER will develop 60% level design documents for the reclaimed water system improvements, which include the installation of CCT level sensors, transfer pump VFD upgrades, a second 1-MGD disk filter, sodium hypochlorite dosing modifications, basket strainer evaluation/allowances, and NPW system improvements if needed.

ENGINEER will prepare drawings and specifications aligned with the approved project definition and incorporate operational sequencing, construction phasing, and shutdown/maintenance requirements. Prior to submittal, ENGINEER will perform internal quality control (QC) and constructability reviews following established firmwide procedures. ENGINEER will conduct a design review meeting with OWNER to present the 60% submittal and obtain comments. All review comments will be documented in a comments/response log.

Deliverables:

- 60% Design Drawings and Project Manual
- 60% Design Review Meeting
- Meeting Agenda and Summary (PDF)
- Comments/Response Log

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Task 303 – 60% Design Opinion of Probable Construction Cost (OPCC)

ENGINEER will update the OPCC at the 60% design milestone with noted changes from the previous OPCC. ENGINEER will use its cost estimators for OPCC development.

Deliverables:
- 60% level design OPCC

Task 304 – 90% Design Drawings and Project Manual

ENGINEER will develop **90% level design documents** for the reclaimed water system improvements, including the installation of CCT level sensors, transfer pump VFD upgrades, a second 1-MGD disk filter, sodium hypochlorite dosing modifications, basket strainer allowances, and NPW system improvements if needed.
ENGINEER will advance the drawings and specifications from the 60% submittal to a 90% level of completeness, incorporating OWNER review comments, updated design decisions, and refined construction phasing, operational sequencing, and shutdown/maintenance requirements. Prior to submittal, ENGINEER will conduct internal quality control (QC), interdisciplinary coordination, and constructability reviews in accordance with established firmwide procedures. ENGINEER will hold a design review meeting with OWNER to present the 90% submittal and obtain final comments. All comments will be compiled in a comments/response log for incorporation into the final (100%) documents.

Deliverables:
- 90% level design drawings and Project Manual – 90% Design
- 90% Design Review Meeting
- Meeting agenda and summary (.pdf format)
- Comments / response log

Task 305 – 90% Design Opinion of Probable Construction Cost (OPCC)

ENGINEER will update the OPCC at the 90% design milestone with noted changes from the previous OPCC. ENGINEER will use its cost estimators to update the OPCC.

Deliverables:
- 90% level design OPCC

Task 306 – 100% Design/Bid-Ready Documents

ENGINEER will address 90% review comments from OWNER and prepare bid-ready documents in preparation for project advertisement. ENGINEER will submit the final comments/response log to confirm all comments have been addressed. A project meeting will be held to confirm the project is ready for advertisement. OWNER will post the electronic documents for advertisement.

Deliverables:
- Bid ready drawings and Project Manual/specifications
- Project Meeting – Confirm Ready for Advertisement
- Meeting agenda and summary (.pdf format)
- Final comments / response log

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Task 307 – Final Opinion of Probable Construction Cost (OPCC)

ENGINEER will finalize the OPCC with noted changes from the previous OPCC.

Deliverables:

- Final design OPCC (Level 2 AACE)

Task 400 – Bid Phase Services

For bid phase services, it is assumed OWNER will lead project advertisement, managing the plan holders list, and communicating with prospective bidders.

Task 401 – Project Administration During Bid Phase

Throughout project execution, ENGINEER will conduct monitoring and control activities to track project progress and develop monthly invoices with project activity reports for submittal to OWNER. Additional level of effort for this task pertains to tracking the added scope of work. For this task, up to three (3) months is assumed for project administration during bid phase services.

Task 402 – Pre-Bid Conference

ENGINEER will attend and participate in one (1) pre-bid conference. It is assumed the ENGINEER will prepare the agenda, lead the meeting, and provide a meeting summary.

Deliverables:

- Pre-bid conference attendance

Task 403 – Respond to Bidder Inquiries

ENGINEER will respond to bidder inquiries for this project. It is assumed OWNER will manage distribution of the inquiries and responses and that the ENGINEER will provide response to OWNER as appropriate. Thus, there will be no direct communication between ENGINEER and the contractor or its subcontractors unless it is coordinated with OWNER.

Deliverables:

- Response to bidder inquiries

Task 404 – Develop Addenda

ENGINEER will develop addenda to address bidder inquiries and design drawing and specification clarifications pertaining to this project. It is assumed ENGINEER will develop up to three (3) addenda.

Deliverables:

- Addenda

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Task 405 – Review and Evaluate Bids

ENGINEER will assist with the review and evaluation of bids. ENGINEER will develop bid tabs, review submitted contractor qualifications, bid values, overall compliance with requirements, and generate a summary for review as well as the recommendation for award. ENGINEER will provide a brief written summary of its review of the bid values.

Deliverables:

- Bid Review and Evaluation Summary

Task 500 – Engineering Services During Construction

For Task 400 sub-tasks, the level of effort assumes OWNER's inspector(s) will initially review contractor requests for payment during construction. ENGINEER will review contractor schedule submittals and maintain submittal, RFI, and change logs during construction. This task does not include resident engineering or inspection services by the ENGINEER. ENGINEER's site visit observation reports are solely intended to provide an update to OWNER on project progress and general observation. The level of effort for the sub-tasks assumes ENGINEER will provide overall construction document management and tracking. ENGINEER will provide submittal/shop drawing review letters in electronic format with submittal/shop drawing markups attached.

Task 501 – Project Administration During Construction

Throughout project execution, ENGINEER will conduct monitoring and control activities to track project progress and develop monthly invoices for submittal to OWNER. For this task, up to twelve (12) months is assumed for project administration during construction. This task also includes project closeout activities.

Deliverables:

- Monthly Invoices

Task 502 – Conformed Documents

ENGINEER will update the drawings and specifications to incorporate addenda items. Conformed sets will be provided to OWNER in hard copy and electronic (.pdf) format. It is assumed OWNER will coordinate with the contractor to provide the executed documents to facilitate production of the Contract Documents.

Deliverables:

- Full-size (22"x34") set and half-size (11"x17") sets of hard copy drawings and Project Manual and .pdf format for drawings and specifications for OWNER and contractor

Task 503 – Construction Progress Meeting Attendance

ENGINEER will attend and participate in construction progress meetings with OWNER and contractor. A twelve (12) month construction schedule is assumed with one (1) meeting per month for the purposes of defining the level of effort for this task.
The level of effort for this task assumes ENGINEER will be responsible for developing meeting agendas, tracking attendance, updating submittal, RFI, and change order tracking logs, and drafting the meeting minutes with action items.

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Additional Assumptions:

- Up to two (2) ENGINEER representatives will attend each meeting
- ENGINEER's structural, mechanical, electrical, and I&C design discipline leads (or team member) will attend up to eight meetings as needed.
- Up to four (4) hours is assumed per person, per meeting

Deliverables:

- Meeting attendance and review of minutes, tracking logs, and action items

Task 504 – Submittal / Shop Drawing Review

ENGINEER will provide review of contractor submittals and shop drawings. The project specifications will require the contractor to submit a submittal schedule for review and approval by ENGINEER prior to initiating the submittal process. It is assumed the contractor will submit required submittals, shop drawings, and material samples to ENGINEER. ENGINEER will provide submittal / shop drawing review letters via electronic format with submittal / shop drawing markups attached.

Up to thirty (30) total reviews (submittals and resubmittals) are assumed at an average of 4 hours of review time per submittal for process/mechanical. Additional level of effort includes submittal reviews by electrical, structural, and instrumentation and controls staff.

Deliverables:

- Submittal / shop drawing review letters

Task 505 – Respond to Requests for Information (RFIs) and Clarifications

ENGINEER will provide response to requests for information (RFIs) and clarifications regarding design intent or interpretation of the drawings and specifications via electronic format with applicable sketches or markups attached. Up to twenty (20) RFIs or clarifications are assumed at an average of 4 hours of review time per RFI / clarification for process/mechanical. Additional as-needed level of effort includes electrical, structural, and instrumentation and controls staff.

Deliverables:

- RFI/clarification responses

Task 506 – Contract Modification / Change Order Review

ENGINEER will assist in the review and preparation of contract modifications and change orders. Up to a total of three (3) contract modifications, field orders, and change orders are assumed with an associated average level of effort of 24 hours per item for process/mechanical review plus additional effort, as needed, for electrical, structural, and instrumentation and controls review and input. It is assumed OWNER will lead change order negotiations and execution with the contractor and ENGINEER will provide review and comment (as requested by OWNER) as well as supporting documentation for specification and/or drawing changes that form the basis for the change.

Deliverables:

- Change order review and comment (as requested) with supporting specification and drawing changes where required

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Task 507 – Completion Site Visits

ENGINEER will conduct a substantial completion walk-through with OWNER upon confirmation that the project is considered substantially complete. It is assumed the OWNER will lead this effort with review input and observations provided by the ENGINEER. ENGINEER will develop a punch-list and provide it to the OWNER. ENGINEER will generate and manage the punch-list with the contractor to confirm identified items are addressed and issue a certificate of substantial completion upon concurrence with OWNER.

ENGINEER will also conduct a final completion walk-through with OWNER upon confirmation that all punch-list items have been addressed. It is assumed the OWNER will lead this effort with observations provided by the ENGINEER. ENGINEER will confirm the punch-list items have been addressed and issue certificate of final completion upon concurrence with OWNER.

Additional Assumptions:

- Up to four (4) ENGINEER representatives will attend the Substantial Completion walk-through
- One (1) day (or eight, 8, hours) is assumed to complete the effort including development of punch-list items and general observations for the Substantial Completion .
- Up to four (4) ENGINEER representatives will attend the Final Completion walk-through
- One (1) day (or eight, 8, hours) is assumed to complete the effort for the Final Completion.

Deliverables:

- Attendance and participation in substantial completion walk-through
- Punch-list items from the substantial completion walk-through
- Attendance and participation in final completion walk-through
- Final observations from the final completion walk-through

Task 508 – Record Drawings

ENGINEER will update the drawings to reflect as-built conditions. It is assumed that OWNER will routinely check as-built markups throughout construction with the contractor to confirm conformance with the specifications and that as-built information is clearly recorded. ENGINEER will update the drawings to reflect the as-built markups as provided by the contractor through OWNER. It is noted that the level of effort does not include research or interpretation to generate the as-built drawings based on RFIs, clarifications, and change orders. Thus, RFIs, clarifications, and change orders shall not be attached to the drawing to serve as documentation of as-built conditions in lieu of direct markups by the contractor on the drawings. Record drawing sets will be provided to OWNER in hard copy and electronic (.pdf) format.

Deliverables:

- Final record drawings

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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 ENGINEER. This representative will have authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to ENGINEER'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 ENGINEER 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 ENGINEER's disposal.
4. Furnish to ENGINEER, 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 ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Task Order;
   e) Examine all alternate solutions, studies, reports, sketches, proposals and other documents presented by ENGINEER;
   f) Provide such accounting, bond, and financial advisory, independent cost estimating and insurance counseling services and such legal services as City may require or ENGINEER 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 ENGINEER; and
   h) Give prompt notice to ENGINEER whenever City observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services in the work of any Contractor.
5. Advise ENGINEER of the identity and scope of services of any independent engineers or professionals 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

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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.

4. **Times for Rendering Services**

Phase	Completion Date
Notice to Proceed	May 2026
Conceptual Design	complete end July 2026
Final Design	complete end April 2027
Bid Phase	complete end July 2027
Construction Phase	12-month duration (est. complete July 2028)

5. **Payments to Engineer**

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

Task Code	WBS/Activity Name	Total Hours	Labor Bill Amount	Expense Billable	Total Billable
100	**Conceptual Engineering, Evaluation and Design**	**384**	**$75,340.00**	**$1,500.00**	**$76,840.00**
200	**Special Services**	**144**	**$23,930.00**	**$27,000.00**	**$50,930.00**
201	Permitting	144	$23,930.00	$2,000.00	$25,930.00
202	Owner's Allowance	NA		$25,000.00	$25,000.00
300	**Detailed (Final) Design**	**2,088**	**$328,756.00**	**$3,000.00**	**$374,628.00**
301, 302 & 303	60%	850	$150,536.00	$2,000.00	$152,536.00
304 & 305	90%	821	$148,356.00	$500.00	$148,856.00
306 & 307	Final	417	$72,736.00	$500.00	$73,236.00
400	**Bid Phase Services**	**186**	**$33,220.00**	**$500.00**	**$33,720.00**
500	**Engineering Services During Construction**	**664**	**$119,190.00**	**$3,500.00**	**$122,690.00**
	Total Hours	**3466**		**Total Fee**	**$658,808.00**

B. The Task Order will be billed using Lump Sum method for all tasks identified in the table above. Outside Professional will be invoiced at actual cost plus 10 percent. Expenses will be invoiced at the actual cost.

C. The terms of payment are set forth in Article 4 of the Agreement unless modified in this Task Order.

6. **Consultants:**

None

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7. **Other Modifications to Agreement:**

None

8. **Attachments**

None

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9. **Documents Incorporated By Reference:** The Agreement effective October 25, 2022.

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 _____, 202_____.

OWNER:		ENGINEER:	
By:	_____	By:	_____
Name:	Josh Schroeder	Name:	Zachary Sperry
Title:	Mayor	Title:	Principal
		Engineer License or Firm's Certificate No.	F-3043
		State of:	Texas
Date:	_____	Date:	June 11, 2026

ATTEST:

_____
City Secretary

APPROVED AS TO FORM

_____
City Attorney

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DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: David Herzog

Title: CIP Manager

Address: 295 SE Innerloop
Georgetown TX 78626

E-Mail Address: David.Herzog@georgetown.org

Phone: 512-930-6576

Fax:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Zachary Sperı

Title:

Address: 8310 N Capital of TX Hwy
Suite 1-250
Austin, TX 78759

E-Mail Address: sperryzi@cdmsmith.

Phone: 512-

Fax: 512-345-1483

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Technical Memorandum

To: *David Herzog, Hunter Anderson, Chelsea Solomon, Tim Walker, and Josh Naylor*

From: *Alex Doody, PE, Stan Plante, and Allen Woelke, PE*

Date: *February 11, 2026*

Subject: *San Gabriel WWTP Reclaimed Water System Evaluation*

1.0 Introduction

The City of Georgetown's (City) San Gabriel WWTP reclaimed water system is fed by treated effluent from the San Gabriel Wastewater Treatment Plant (WWTP). This reclaimed water network is a critical component in providing recycled water to various entities for irrigating parks, athletic fields, and other City-owned land. The City is under contract to provide Type I reclaimed water to the following:

- Southwestern University – up to 1,000,000 gallons per day for irrigation of athletic fields and a golf course
- Georgetown Country Club – up to 400,000 gallons per day for irrigation of the golf course

The San Gabriel WWTP also provides irrigation water to the City of Georgetown's San Gabriel Park and sports fields.

The City engaged CDM Smith to evaluate the existing San Gabriel reclaimed water network to understand the bottlenecks that hamper the delivery of reclaimed water to the City's end users so that solutions can be evaluated and recommended to relieve those bottlenecks. Increasing the ability to divert reclaimed non-potable water to irrigation users will improve the level of service for the City's non-potable water customers and it will also divert discharges away from the WWTP outfall, ultimately reducing discharges of phosphorus into the San Gabriel River. CDM Smith's scope of work included the following:

- Assess reclaimed water usage patterns
- Understand existing Contract demands and requests
- Summarize the capacity and condition of critical reclaimed network infrastructure
- Identify how to maximize reuse delivery to the existing irrigation customers
- Develop conceptual process flow diagram layouts and rough order-of-magnitude cost estimates for recommended improvements

This technical memorandum summarizes the evaluation and recommendations for improvement.

2.0 Reclaimed Water Quality Requirements

Irrigation with treated wastewater effluent at facilities where public contact is likely—such as public parks and athletic fields—requires production of Type I quality non-potable water. Delivery of Type I non-potable quality water is a contractual requirement of the contracts with Southwestern University and the Georgetown Country Club. **Table 1** summarizes the effluent quality requirements.

Table 1. Water Quality Standards for Type I Reclaimed Water, 30 Texas Administrative Code §210.33

Parameter	$tBOD_5$ (mg/L)	$CBOD_5$ (mg/L)	Turbidity (mg/L)	Fecal Coliform or *E. Coli*[1] (CFU/100 mL)	Fecal Coliform or *E. Coli*[2] (CFU/100 mL)	Enterococci[1] (CFU/100 mL)	Enterococci[2] (CFU/100 mL)	Sample Frequency (samples per week)
Concentration	5	5	3	20	75	4	9	2

Notes:
[1] 30-day geometric mean.
[2] Single-sample maximum.

The San Gabriel WWTP has a cloth disk filter rated for 1 million gallons per day (MGD) of capacity to produce Type I quality water for the reclaimed water system.

3.0 Existing San Gabriel Reclaimed Water Facilities

The water reuse infrastructure at the San Gabriel WWTP includes irrigation transfer pumps, a cloth disk filter, a clearwell, high service pumps, and non-potable water pumps. The water reuse network outside the fence line of San Gabriel WWTP includes the 1.0-million-gallon (MG) ground storage tank (GST) at the park, and additional transfer pumps to convey water to the Georgetown Country Club. **Figure 1** on the following page shows a process flow diagram for the reclaimed system. Acreage irrigated is also shown on the diagram; these values were estimated from aerial images and parcel data.

The following sections provide a summary of the existing system's reuse capacity and operations.

Irrigation Transfer Pumps

In 2011 two (2) vertical turbine can-type pumps named the Irrigation Transfer Pumps were installed as part of the *Wet Weather and Irrigation Water Improvements* project. These pumps were relocated from the Lake WTP, but it is unknown when the pumps were originally purchased prior to their installation at San Gabriel WWTP. These pumps, as summarized in **Table 2**, draw disinfected water from the chlorine contact tanks (CCTs) at the end of the secondary treatment process and convey it through an 8-inch reclaimed water line to feed into the disk filter. Each pump pulls suction from a respective, single CCT. This water is withdrawn before bisulfite is dosed to the CCT effluent launder, and thus a chlorine residual is present in the irrigation water transferred to the clearwell.

Table 2. San Gabriel WWTP Irrigation Transfer Pump Data

	Design Flow (GPM)	Total Head (ft)	Motor (hp)
Irrigation Transfer Pump No. 1 (ITP No. 1)	694	28	10
Irrigation Transfer Pump No. 2 (ITP No. 2)	694	28	10

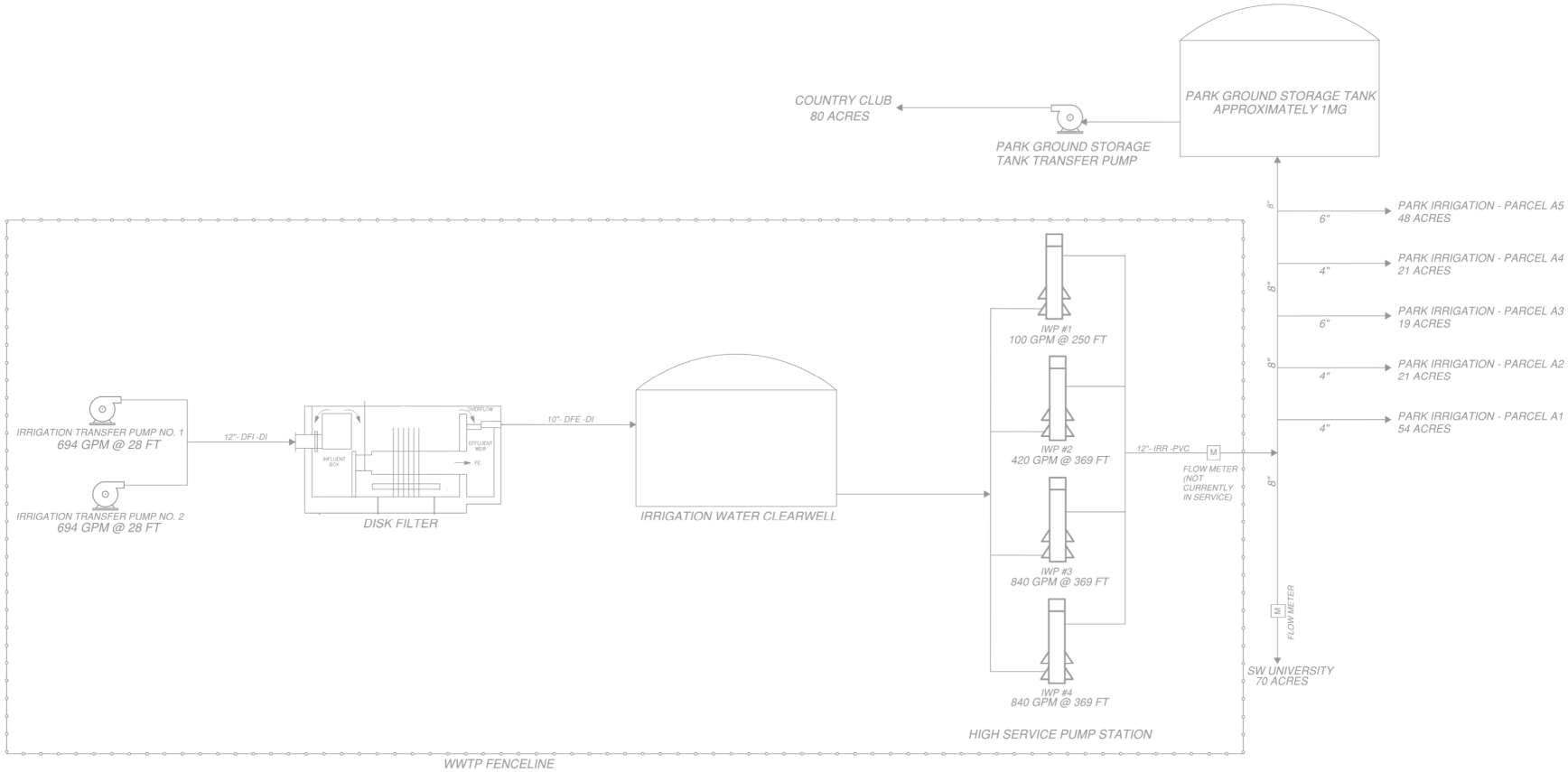

Figure 1. San Gabriel WWTP Reclaimed System Process Flow Diagram (does not include NPW pipelines to On-site WWTP Facilities)

The constant-speed motors for this 1 MGD pumping system do not provide precise control of water pulled from the CCTs. This is important considering the influent flow to the plant can vary depending on whether the three influent lift stations into the plant (the on-site lift station, SG3A lift station, and Park lift station—all of which run with constant speed motors in a lead-lag configuration) are running at a given time.

Figure 2. Irrigation Transfer Pump with Heated Enclosure over Pump Control Valve

Maintaining adequate water levels in the CCTs is critical to provide the minimum disinfectant contact time required for *E. coli* permit compliance is met at all plant flow conditions and downstream reclaimed network demands. Not having sufficient water levels in the CCTs and/or not having enough contact time in the CCT is a constraint that affects the City's ability to both collect representative effluent samples and maintain compliance with the Texas Pollutant Discharge Elimination System (TPDES) permit and the Reuse Monthly Effluent Report (MER) limits.

As a result, operators must program restrictive pump operating levels for the Transfer Pumps to avoid drawing down the CCTs during periods of low flow and high irrigation water demand from the City's customers. **Figure 3** displays an image of the narrow operating band for the Transfer pumps.

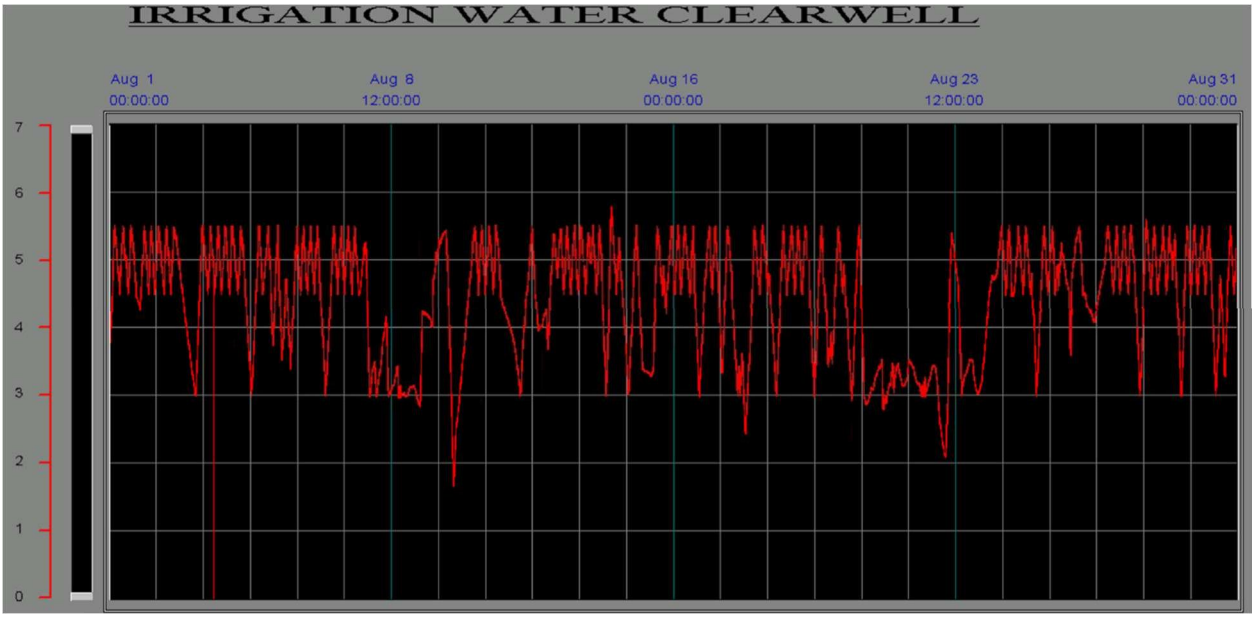

Figure 3. San Gabriel WWTP On-Site Clearwell Operating Levels in August 2024

In the current configuration, the pumps operate in a one-duty/one-standby arrangement, starting automatically when the Clearwell water surface level drops to 4.5 feet and shutting off when the level

reaches 5.5 feet. Operators face a balancing act of ensuring the clearwell remains adequately supplied while avoiding excessive drawdown of the CCTs.

Cloth Filter

The San Gabriel WWTP uses a four-disk AquaDisk® cloth media filter manufactured by Aqua-Aerobic Systems that was installed in 2011 (**Figure 4**). AquaDisk units use disks covered in pile cloth to remove fine suspended solids prior to storage in the clearwell. The unit receives flow from the irrigation transfer pumps and has a maximum treatment capacity of 1 million gallon per day (MGD), which directly limits the pumping rate from the CCTs.

Figure 4. Cloth Disk Filter in Steel Tank with Cloth Canopy

In 2025 the City staff indicated it plans to issue a purchase order to Aqua-Aerobic Systems for rehabilitation and equipment replacement to allow for a more reliable tertiary filtration process. Specifically, the City has plans to replace the control panel and the backwash pump, as the existing panel is sun-damaged and the existing pump was damaged during a winter freeze. The City replaced the sodium hypochlorite resistant cloth filter media about two years ago. For typical plants that backwash about once per hour, the cloth media usually needs replacement every 4-6 years.

On-Site Clearwell

The existing 390,000 gallon clearwell (**Figure 5**) is a steel tank that was constructed at an unknown date, but it is likely over 20 years old given that the City's contract with Southwestern University to provide reclaimed water was signed in 2004. The clearwell primarily receives influent from the disk filter effluent, but the irrigation transfer pumps can bypass the filter and pump directly into the clearwell if needed. In 2024, a geodesic dome was installed as part of the *San Gabriel WWTP Rehabilitation* project to reduce algae growth and prevent debris from the adjacent property getting inside the clearwell. The clearwell itself is in serviceable condition but given its age, inspection and re-coating of this painted steel tank may be warranted to extend its service life.

As noted above, often the transfer pump operating range is restricted by Operations staff to a narrow operating band of only 1 foot in the clearwell, which represents approximately 55,000 gallons of operating volume. There were a few instances in the SCADA trend shown on Figure 3 in which the clearwell was allowed to operate down to a level less than 4 feet, which appears to coincide with a time when the GST at the park was also low on water supply, indicating that the plant's supply could not keep up with demand for multiple consecutive days.

Figure 5. On-Site Clearwell with Pressure Control Valve inside Heated Enclosure

High Service Pump Station

The San Gabriel WWTP High Service Pump Station consists of four vertical turbine pumps, as summarized in **Table 3**. The high service pumps pull water from the on-site clearwell and distribute NPW water to on-site WWTP processes and reclaimed water to the off-site customers for irrigation. These pumps were installed in their current location in 2011 but were relocated from an alternate location. In that project, a new pump column was sized for Pump 1, and new cans were provided for all four pumps.

Table 3. San Gabriel WWTP High Service Irrigation Pump Data

	Design Flow (GPM)	Total Head (ft)	Motor (hp)
High Service Pump No. 1	100	250	10
High Service Pump No. 2	420	369	50
High Service Pump No. 3	840	369	125
High Service Pump No. 4	840	369	125

Key information about the pump operation is summarized below:

- Pump 1 is a jockey pump to keep the NPW distribution pipe loop pressurized.
- Operations staff indicate that the larger pumps 3 and 4 run more often than pumps 1 and 2, but the City does not have accurate means of understanding the flow to the irrigation network as there is not a working flow meter downstream of the high service pump station.
- The 12” irrigation line is equipped with a pressure regulating valve which allows for pressure blowoff on the NPW line. In the event that the system pressure is too high, water will flow back into the clearwell. As of January 2026, the pressure set point for this valve is currently set at greater than 110 psi since Operations staff to maintain at least 80 psi pressure at the Dewatering Building.

- When the clearwell water level drops to 3 feet, all high service pumps shut OFF to prevent the pumps running dry and avoid the risk of losing non-potable water (NPW) supply to WWTP processes such as wash water at the screen and belt filter press. In August of 2024, the clearwell level fell below 3 feet a total of 28 times, indicating frequent operation near low-water limits.

Park Reclaimed Ground Storage Tank and Pump Station

The Park Reclaimed ground storage tank and pumping system currently supplies reclaimed water to the Georgetown Country Club. The volume of the GST is approximately 1.0 million gallons (MG) based on estimated dimensions of roughly 78 feet in diameter and 32 feet of tank sidewall height (estimated max operating level of 28 feet). Water is delivered from the High Service Pump Station to the GST in an 8-inch pipeline that crosses the park. There is a fill valve in a vault before the pipe enters the tank sidewall a few feet above the ground.

Figure 6. Fill Valve (LEFT) and Reclaimed Pump Station at the Park GST (RIGHT)

Table 4 summarizes the data available from nameplates on the pump and motors for the jockey pump used to keep the water line pressurized and the two higher flow pumps (presumed one duty and one standby) to convey flow to the Country Club). The nameplates were empty for the duty flow and pressure, and so the flow ranges estimated for these pumps were estimated using curves from the Goulds catalog.

Table 4. San Gabriel Park GST Reclaimed Pump Data

	Mfr/Model	Motor Size (hp)	Speed (rpm)	Estimated Flow Range (GPM)	Pump Model Head Range (ft)
Pump No. 1	Goulds 2SV	2	3500	25-40	100-400
Pump No. 2	Goulds 3656M 3x4x10	30	1750	300-700	30-50
Pump No. 3	Goulds 3656M 3x4x10	30	1750	300-700	30-50

These pumps convey water to a pond at the country club in an 8-inch pipe that is close to 2.0 miles long. The elevation of the pond is estimated to be about 702 feet.

Figure 7 illustrates a tank level trend in August 2024 where the GST level ranged from 10 feet and 20 feet, except during a few instances of level as low as 4 feet. These low levels around August 6-8 and from August 19-20 coincided with the same time frame where the WWTP clearwell operated at lower than normal levels (as shown in Figure 3). Figure 7 also highlights that the full storage capacity of this GST (presumed to be up to 28-30 feet for a 32 foot tank sidewall) was not used, as the tank is never completely refilled before the start of the next day.

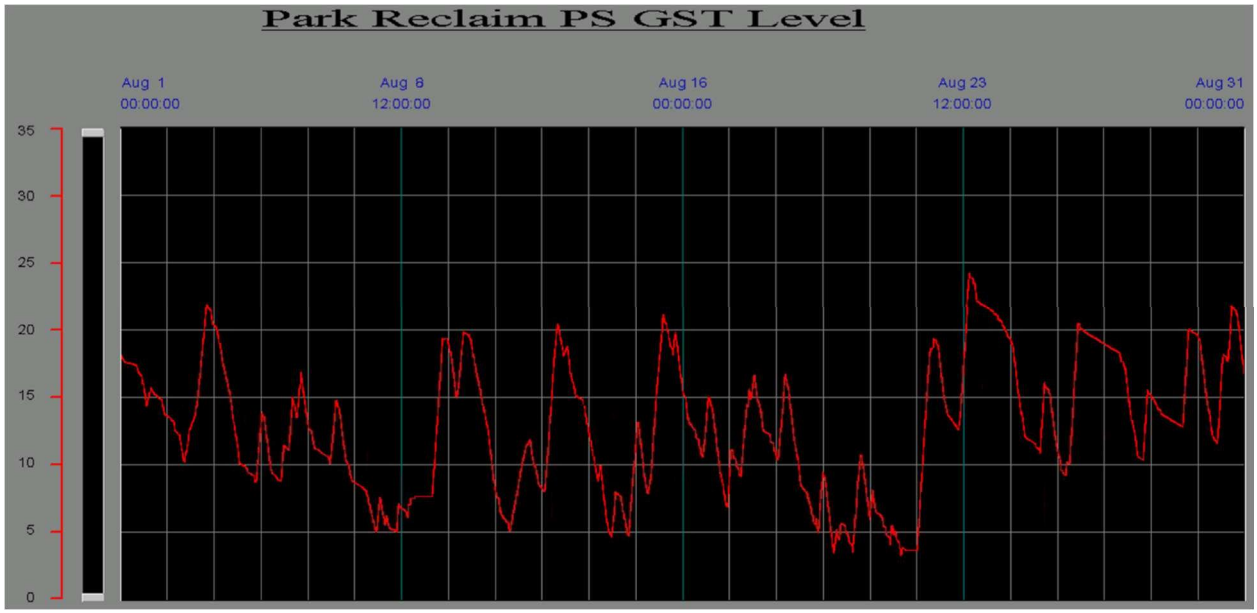

Figure 7. Park Reclaimed GST Operating Levels

3.0 Existing Reclaimed Pipe Network and Demands

From a review of available plans, the WWTP's high service pump station discharges into a 12-inch irrigation water main that then supplies an 8-inch diameter "south" main that provides water to Southwestern University, and an 8-inch diameter "north" main that supplies the rest of the system including various park irrigation meters and the Park GST that provides water to the Georgetown Country Club. **Figure 8** shows the network of irrigation sprinkler pipes pulled from the City's GIS system, where the 12-inch pipe leaving the WWTP necks down to an 8-inch pipe that crosses the City parkland before it fills the Park GST located on the western side of the park near the end of E Spring Street.

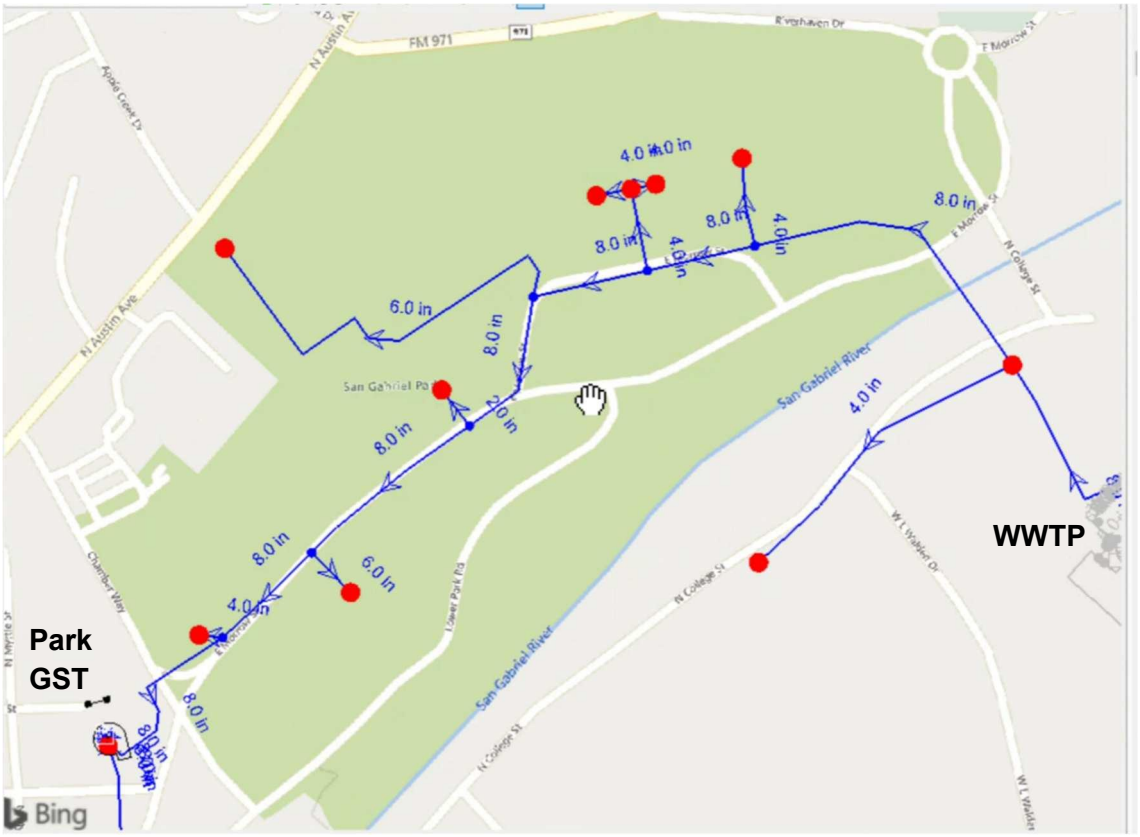

Figure 8. City Irrigation Pipe Network between San Gabriel WWTP and the Park GST

Existing Reclaimed Water Contracts

The City has two contracts for reclaimed water, one with Georgetown Country Club (GCC) for 0.4 mgd and one with Southwestern University (SU) for 1.0 mgd of reclaimed water.

The SU contract was originally signed on October 26, 2004, and renews annually. The contract specifies "up to 1.0 mgd" but does not specify any maximum delivery rate or specifically indicate whether 1.0 mgd is the maximum delivery rate. The reclaimed water can be used for irrigation and/or cooling. Since irrigation water is normally delivered for a few hours at night to limit evapotranspiration, it is assumed that water could be demanded at a rate higher than 1.0 mgd. The metering point is just outside the plant clearwell and high service pumping station. Little is known about how SU receives water or on what schedule. However, demand data indicate that actual use is far below the contracted 1.0 mgd.

The GCC contract is for a minimum of 0.1 mgd and a maximum of 0.4 mgd. Like the SU contract, the actual peak delivery rate is up to interpretation.

Existing Reclaimed Water Demands

The City provided to CDM Smith reclaimed water demand data by customer for the period of August 2023 through June 2025. **Table 5** provides a summary of average daily use, maximum monthly use, and the ratio of the average daily to maximum monthly use. It should be noted that only the 2024 data represent a full year. Additionally, it should be noted that the SU demand is well under the contract amount, suggesting that the meter is not operating properly, unless demand has dropped significantly.

Table 5. Recent Reclaimed Demand by Meter

Average Usage (gpm) - NOTE: Only 2024 is full year					Maximum Monthly Usage (gpm)			Maximum to Average Factor		
Account	**Account #**	**2023**	**2024**	**2025**	**2023**	**2024**	**2025**	**2023**	**2024**	**2025**
Parks - Admin	5637187803	2.35	3.19	1.20	3.73	4.70	1.76	1.58	1.48	1.47
Georgetown Country Club	5637199786	78.47	132.23	74.10	107.47	296.15	109.86	1.37	2.24	1.48
Parks - McMaster Athletic Complex	5637225193	29.85	31.70	22.37	52.60	60.53	31.41	1.76	1.91	1.40
Parks - Youth Baseball	5637314113	4.84	5.31	6.64	8.65	13.40	9.97	1.79	2.52	1.50
Parks - Community Center	5637315471	-	-	-	-	-	-	-	-	-
Parks - Community Center	5637315891	2.21	1.03	0.39	3.68	2.63	1.04	1.66	2.55	2.70
Parks - Community Center	5637318467	0.03	0.05	0.02	0.05	0.07	0.04	1.57	1.53	1.95
Parks - Community Center	5637318882	-	0.02	-	-	0.14	-	-	6.31	-
Georgetown Youth Baseball	5637320444	1.34	0.97	0.52	5.57	2.57	0.83	4.15	2.66	1.59
Georgetown Youth Baseball	5637320910	-	-	-	-	-	-	-	-	-
Georgetown Youth Baseball	5637321281	1.41	0.01	0.70	2.43	0.07	1.34	1.73	6.31	1.91
Georgetown Youth Baseball	5637322325	2.10	0.62	1.45	4.91	1.69	1.81	2.34	2.70	1.25
Georgetown Youth Baseball	5637322666	1.09	0.51	1.04	2.78	1.69	1.61	2.55	3.32	1.55
Parks - Baseball Field	5637323969	4.76	3.38	3.25	10.26	9.69	4.57	2.16	2.86	1.41
Parks - Baseball Field	5637324377	(0.03)	0.04	-	-	0.17	-	-	4.47	-
Parks - Event Lawn	5637325703	3.15	37.67	28.19	15.21	61.94	40.00	4.82	1.64	1.42
Southwestern University	5637356304	58.94	50.50	33.89	78.27	85.24	39.81	1.33	1.69	1.17
	Total	**190.50**	**267.23**	**173.75**					2.07	

Nearly all the demand is delivered to four meters (highlighted rows in the table). The annual average demand is under 400,000 gpd based on this data. The implied peak month demand is under 800,000 gpd, although not all customers peaked in the same month. The actual peak monthly usage was about 700,000 gpd. **Figure 9** shows the monthly usage by account from August 2023 through June 2025.

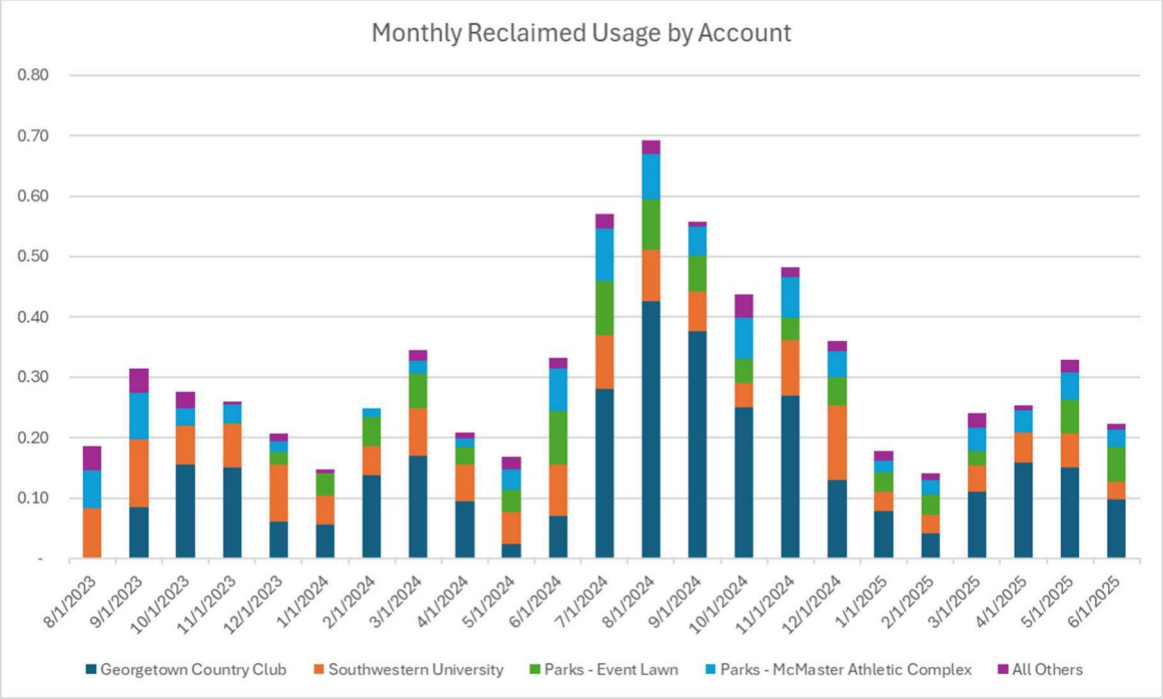

Figure 9. Monthly Reclaimed Usage by Meter

The data as received compared to anecdotal evidence provided by plant staff suggests the Southwestern University billing meter is not recording properly. CDM Smith contacted Southwestern University to attempt to learn more about how reclaimed water is received and used. The contact reached was no

longer with Southwestern but worked there for 13 years and indicated that water was brought directly in with no storage or pumping, and he could not recall any problems with water pressure or flow. Water is used only to irrigate sports fields.

If the full contracted amounts were delivered to both Southwestern University and Georgetown Country Club are delivered within a 6-hour window overnight, then this would require a peak delivery rate of 2,780 gpm to Southwestern and 1,100 gpm to GCC. At such flow rates, both 8-inch pipelines experience very high velocities and head loss.

4.0 Bottlenecks in the Reuse Delivery System

To assist with understanding the reclaimed system bottlenecks, a simple hydraulic model of the reclaimed network was developed. The model includes the following components:

- Forced demand into the system ahead of the chlorine contact basins, based on a 3-day trend from the wastewater system hydraulic model – this forced demand was modified to assume a high level of attenuation within the treatment process.
- The twin chlorine contact basins, which are allowed to overflow in the model, due to the difficulty in controlling the levels.
- Two transfer pumps that operate off the combination of chlorine contact level and clearwell level. If the chlorine contact basins are low or the clearwell is high, the pumps turn off. If the chlorine contact basins are above the low level and the clearwell has space, the pumps turn on. Operation was simulated running one or both pumps. Our understanding is that only one pump is run due to capacity limitations in the cloth disk filters.
- The disk filter is not explicitly simulated.
- The clearwell is simulated as a 0.39-mg tank.
- System demands were located at known or estimated locations, with a small allowance for leakage applied. The average annual demand for the 2024 calendar year based on billing data was applied for each point. The ratio of the maximum month demand to the average annual demand for each meter was then rounded and applied, along with an assumption that demand occurs over a 6-hour period from 11 PM to 5 AM each day. This resulted in peak factors ranging from 6 (for the large users) to 25 (for the small users).
- The high service pump station was simulated using the design points for each of the four pumps. The actual means of pump control is not known, but the pumps were controlled in the model to match up with the demand assumptions:
    - The small pump was always run to keep the system pressurized, except when the other pumps were assumed to be on.
    - One large pump and the medium sized pump were run during the demand period from 11 PM to 5 AM. The medium sized pump was then run on its own for a few additional hours to attempt to refill the ground storage tank that supplies the country club.

Modeling confirmed anecdotal information provided by operations staff:

- Level control operations to keep enough water in the chlorine contact tanks, together with the practice of operating only one transfer pump due to filter limitations, limit the potential throughput into the clearwell.
- The clearwell level is operated over a very narrow range, typically 4.5 feet to 5.5 feet, which further limits the throughput.
- User demands are not controlled, and the delivery mechanisms are not understood. Even simulating a Southwestern University demand (based on billing data) that is well below the contract volume can result in great difficulty in balancing flow to the Park GST while maintaining the desired clearwell volume.

Figure 10 shows the results of three model evaluations:

1. System "as is" with one transfer pump operated and the existing clearwell storage
2. System with two transfer pumps operated and existing clearwell storage
3. System with one transfer pump and a parallel 0.39-mg ground storage tank connected by gravity to the existing irrigation clearwell

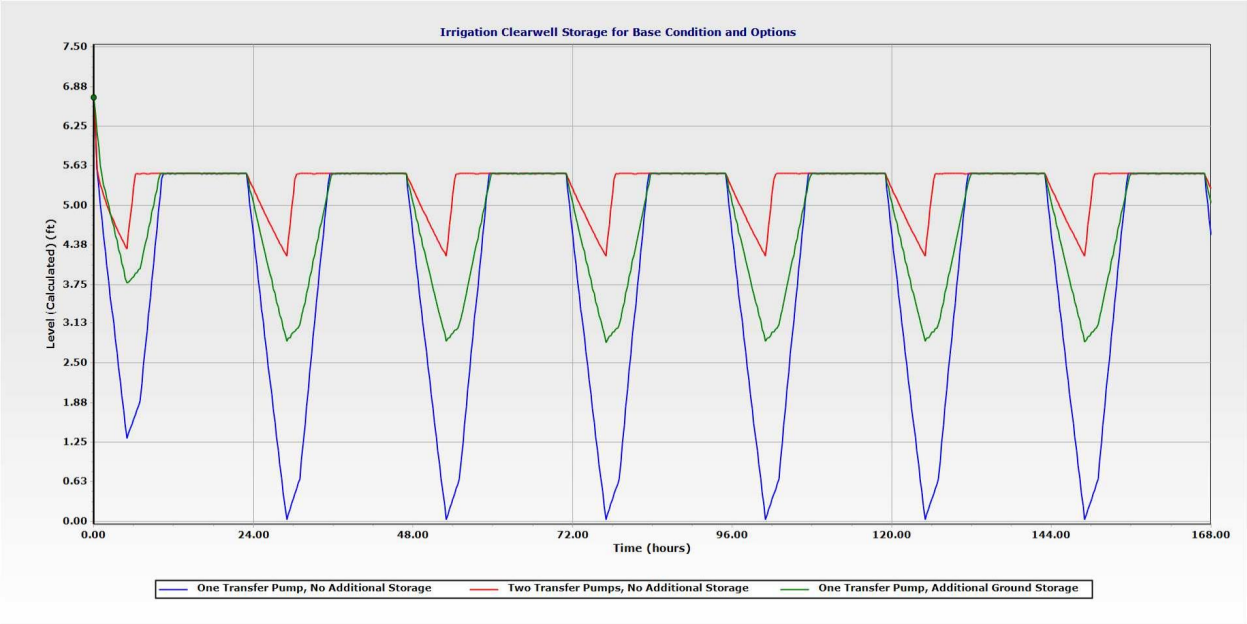

Figure 10. Irrigation Clearwell Storage for Existing System, Enhanced Transfer Capacity or Enhanced Storage

The analysis indicates that the key limitation is throughput to the irrigation clearwell, limited by the chlorine contact basins and disk filter capacity. Either increasing throughput or providing additional storage should improve the operation.

5.0 System Improvements Evaluated

Several improvements could be considered to increase the reuse of water from the San Gabriel WWTP. Each is described below.

Increased Reclaimed Diversion from San Gabriel WWTP

The following improvements at the WWTP would help operators to optimize the diversion of plant effluent to the reclaimed water system:

- Install level sensors to the CCTs to provide a safeguard on drawing down the CCTs, thereby maintaining the required contact time of sodium hypochlorite.
- Install a second 1 MGD disk filter from the transfer pumps. This improvement will allow City staff to transfer up to 2 MGD when plant flows exceed that value without starving volume in the CCTs.
  - A cartridge style filter similar to that being installed at the Pecan Branch plant would provide greater redundancy since a single cartridge can be removed for maintenance without taking the entire filter out of service.
  - Using the existing 8-inch pipeline from both transfer pumps to the disk filter would have a relatively high velocity, but the transfer pumps would need to be evaluated and potentially replaced due to the higher headloss.
- Replace the motors on the transfer pumps with inverter duty motors and install VFDs so that the pumps can be operated based on level control with the new level sensors in the CCTs, such that the flow into the filters can match inflow to the plant up to 2 MGD.
- Install a flow meter on the Irrigation Transfer Pumps or the Disk Filter Effluent so that the plant staff have real-time information about how much reclaimed water is being produced. This flow reading plus the effluent flume flow would allow operating staff to have real-time information about the total flow through the plant.

These improvements will help to increase the useful operating volume of the on-site clearwell.

Storage Option 1: Maximize Use of Existing Park GST Storage

The August 2024 SCADA trend for the 1.0 MG Park GST indicates that the upper 300,000 gallons of storage in the GST is not used because it cannot be filled during the day before the country club starts drawing it down. This is likely because of competition from demands at the City park irrigation system and Southwestern, which receive water directly from the high service pumping from the 0.39 MG clearwell at the WWTP. The following improvements would help us to use the storage available more effectively in the Park GST:

- Construct two additional vertical turbine pumps at the Park GST to provide the pressure necessary to serve the City park's irrigation sprinklers from the GST rather than from the on-site clearwell. The size can be refined in detailed engineering, but for the purposes of this study it is assumed that two pumps each sized of comparable capacity to the 420 gpm (50-hp) pump at the WWTP would be sufficient.

- Provide a control valve and flow meter to control the flow rate of water delivered to Southwestern to a maximum operator-entered setpoint.

Storage Option 2: Construct a Second Clearwell at the WWTP

The other option is to construct a second clearwell at the WWTP that is interconnected with the existing clearwell and floats together with the same level. **Figure 11** identifies the most feasible location for this clearwell, which would require demolishing all but one of the remaining sludge drying beds. Plant staff indicate at least one drying bed needs to remain to store excess loads of debris from the line maintenance crews for situations when the dumpsters at the dump station are full and still drying out.

Based on the space available, a clearwell of approximately 80-ft in diameter can be constructed with a similar sidewall height of approximately 8 ft. This would provide a total tank volume of 300,000 gallons, with effective operating volume of 40,000 gallons for a 1-ft operating range (typical of the range used in Figure 3) or up to 130,000 gallons with a 3.5-ft operating range. With the diversion improvements summarized above, the effective storage should be on the larger end of this spectrum.

During a detailed engineering design, additional evaluation could be done to maximize the size of the clearwell to the greatest extent feasible without impeding plant operations during construction and impeding drainage of stormwater.

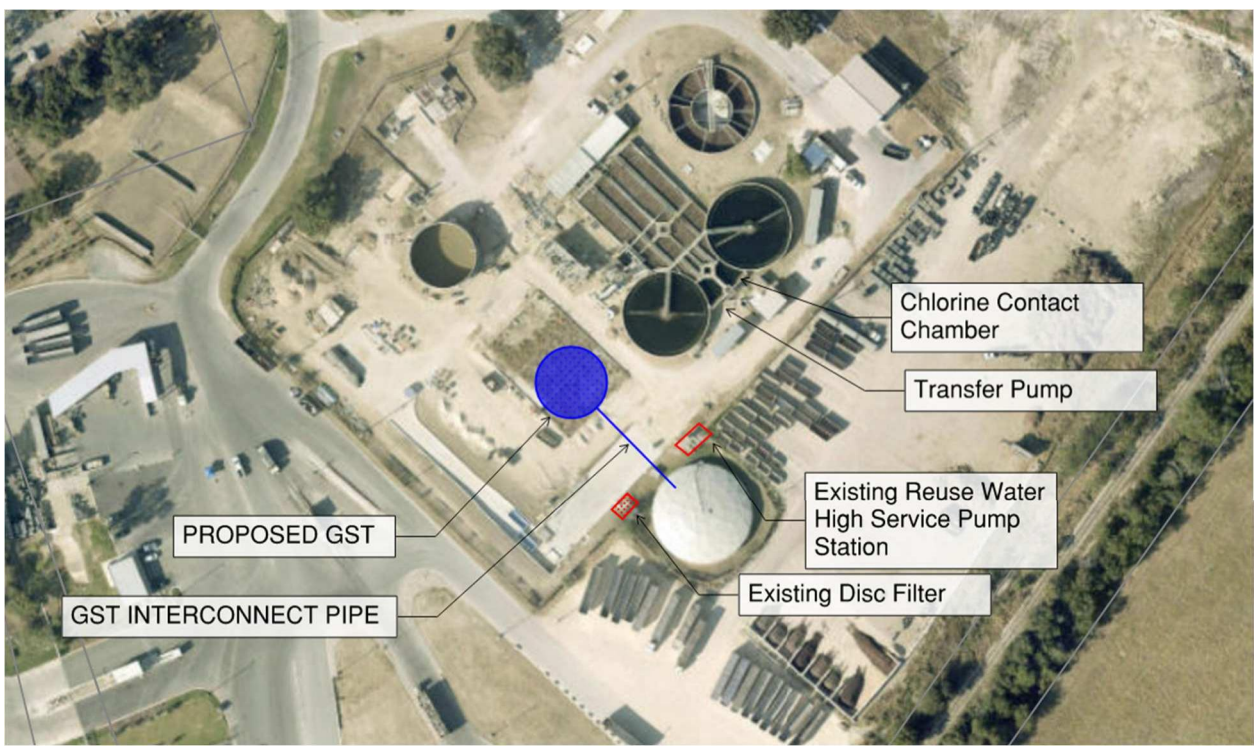

Figure 11. Location for Second Clearwell at San Gabriel WWTP

On-Site NPW System Improvements

The following are additional general improvements that could be considered to improve the NPW system supply to the WWTP's on-site processes including the belt filter press, the headworks screen, and the stacked tray grit basin and grit washer.

- A manual basket strainer or auto-backwash strainer (with electrical motor to rotate for backwashing) on the discharge of the HSPS pumps for the entire reclaimed water delivery network would capture organics and other foulants that are growing in the clearwells.
- An additional sodium hypochlorite dosing point into the discharge of the high service pumps may be considered to provide a booster dose of chlorine residual after the clearwell storage, or to facilitate the dosing of a high strength chlorine dose to the NPW pipe network for maintenance purposes.
- Replace the booster pump at the dewatering building and/or add one at the headworks so that the pressure setpoint for the pressure relief valve off the HSPS pumps can be lowered. This may reduce the incidence of pipeline breaks experienced at the plant.

These improvements are not strictly necessary to increase reclaimed water diversion to the City's customers but would help with operation and maintenance of the WWTP processes. Plant staff may also know of other sections of buried piping that are subject to more frequent pipe breaks and thus may be candidates for wholesale replacement.

Opinion of Probable Costs

Planning-level capital costs have been prepared for the above potential improvements. The accuracy is expected to be a Class 5 level estimate as determined by AACE International, and for this reason a construction contingency factor of 30 percent was applied to account for undeveloped design detail. An additional 9 percent was applied for escalation. Allowances for electrical and instrumentation were also assumed.

Table 6. Estimated Planning-Level Project Costs

Item	Description	Rough Order-of-Magnitude (ROM) Capital Cost
WWTP Diversion Improvements	New Transfer Pumps with VFDs and Second Disk Filter	$3.0 million
Storage Option 1	Park GST – Additional High Service Pump Building	$2.3 million
Storage Option 2	San Gabriel WWTP – Second Clearwell	$5.0 million
NPW Improvements	Basket Strainer and New Hypochlorite Dosing Pump	$350,000

Note: Capital costs include all contractor markups (mobilization, overhead and profit, bonds and insurance, etc.), 30% contingency, 9% escalation, and 15% for engineering to provide an "all in" planning cost for each line item.

5.0 Recommendations

The analysis in this report demonstrates two potential paths forward for the City to increase delivery of reclaimed water to the City's current irrigation customers. Construction of additional filtration capacity and variable transfer pumping are recommended for either option. The lower cost option is to construct

additional pumps at the Park GST that would allow for greater use of existing storage, while the higher cost option would be to construct an additional clearwell at the WWTP.

Additional general improvements to the NPW pipe network including a strainer and sodium hypochlorite dosing to the NPW network may also be considered for implementation concurrently with the other improvements.

City of Georgetown, Texas
City Council
June 23, 2026

SUBJECT:
Construction Contract with SSP Industries for North Lake Water Treatment Plant Zebra Mussel Mitigation Project

SUGGESTED ACTION:
Forwarded from the Georgetown Water Utility Advisory Board (GWUAB):
Consideration and possible action to award a contract with SSP Industries, LP, of Killeen, Texas, for Georgetown North Lake Water Treatment Plant Zebra Mussel Mitigation project in the amount $2,038,783.00 -- Wesley Wright, P.E., Systems Engineering Director, David Herzog, CIP Manager

ITEM SUMMARY:
The proposed project will be constructed at the North Lake Water Treatment Plant (WTP) site located at 3601 D B Wood Rd.

The City of Georgetown has been utilizing a temporary solution, Earth Tech QZ, to address potential zebra mussel infestations at the North Lake Water Treatment Plant raw water intake. This project aims to transition from the current temporary solution to a permanent one, incorporating a copper ion system. This copper ion system will be similar to what is being used at the South Lake Water Treatment Plant. The proposed permanent chemical feed enhancements include the construction of a new CMU building, which will house the new chemical feed pumping systems, and all required electrical components for effective operation. The copper ion system is entered into the water system, before the treatment process, at the raw water intake. Because this type of treatment is introduced at the raw water intake, and with ultra-low dosage, the copper ion is removed at the water treatment plant using standard treatment processes. This highly effective, eco-friendly method is introduced by passing an electrical current through copper plates. The system releases microscopic copper ions into the water, and these ions disrupt the cellular processes of mussels, preventing juvenile mussels from settling and becoming adults. The ions bind to negatively charged sites on the mussel's cell walls, which prevents the development of larvae and forces adult mussels to detach from the intake and surrounding structures. This project was publicly advertised on April 5, 2026, and April 12, 2026. On May 12, 2026, at 2pm, we received two (2) competitive bids. The lowest bidder for this project was SSP Industries, LP, in the amount of $2,038,783.00.

STAFF RECOMMENDATION:
After reviewing bids, required qualifications, project experience and workload, CDM Smith and City staff recommend awarding this contract for Georgetown North Lake Water Treatment Plant Zebra Mussel Mitigation Project to SSP Industries, LP, of Killeen, Texas, in the amount of $2,038,783.00.

BOARD RECOMMENDATION:
This item was unanimously approved at the June 11, 2026, Georgetown Water Utility Advisory Board meeting for recommendation for Council approval.

FINANCIAL IMPACT:
Funds for this expenditure are available in the FY26 Water CIP Budget.

SUBMITTED BY:
Shawn Gunnin, Systems Engineering

ATTACHMENTS:
Combined_ROA_Bid_Tab_Exhibit_LWTP_Zebra_Mussel_Project.pdf

8310-1 N Capital of Texas Hwy,
Suite 250
Austin, Texas 78731
Tel: (512) 346-1100

May 15, 2026

Mr. Daniel Havins
City of Georgetown
300 Industrial Avenue
Georgetown, TX 78626

RE: Lake WTP Zebra Mussel Mitigation Project
Project No. PRJ000706
Recommendation of Award

Dear Mr. Havins:

The Lake WTP Zebra Mussel Mitigation Project was advertised for public bids on April 5, 2026 and April 12, 2026 in the *Williamson County Sun*. Through our office and the City e-bid website, we provided plans and specifications to interested parties, including general contractors and plan rooms. On May 12, 2026 at 2 p.m. bids were received at the Purchasing Department for the construction of the Lake WTP Zebra Mussel Mitigation Project and then opened and publicly read aloud. Two (2) bids were received. The names of the bidders and total base bid amounts are summarized below.

1. SSP Industries, LP. $2,038,783.00
2. C. C. Carlton Industries, Ltd. $2,741,140.00

A bid tabulation of all the bid items is attached. The apparent low bidder on the project based on the total base bid is SSP Industries, L.P., Killeen, Texas.

The engineer's estimate for the project was $2.81 million.

Enclosed in the bid package, each of the bidders submitted a Statement of Bidder's Experience (Section 00400). We have reviewed the information provided by SSP Industries, and we believe that they have the qualifications, experience, personnel and equipment to complete this project. SSP Industries has recently constructed at least three (3) projects of similar size, scope and complexity including a pump station update for the City of Killeen and two projects for Fort Hood for pump stations with chemical metering pumps.

We recommend that the City of Georgetown award the Lake WTP Zebra Mussel Mitigation Project contract in the amount of $2,038,783.00 *(total base bid amount)* to SSP Industries, LP.

Sincerely,

Monica Stiggins, P.E.
CDM Smith Inc.
TBPE Firm Registration No. F-3043

ATTACHMENT ENCLOSED

cc: Wesley Wright, P.E. / City of Georgetown
David Herzog / City of Georgetown
Hunter Anderson / City of Georgetown

CITY OF GEORGETOWN
LAKE WTP ZEBRA MUSSEL MITIGATION PROJECT
BID TABULATION
May 12, 2026

Bidders	SSP Industries, LP	CCC
Acknowledged all Addenda	✔	✔
Provided Bid Security (5%)	✔	✔
Provided Bidder's Experience (Section 00400)	✔	✔

BASE BID AMOUNT (BASE BID ITEM Nos. 1 - 7)							
Bid Item	**Item Description**	**Estimated Quantity**	**Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
1	Insurance, Bonds, Mobilization and Demobilization, not to exceed 5% of Total Bid	1	LS	$ 102,572.00	$ 102,572.00	$ 125,000.00	$ 125,000.00
2	Furnish and install all necessary labor, materials, equipment and incidentals necessary to construct the Lake Water Treatment Plant Zebra Mussel Mitigation Project, complete in place as detailed and specified, except those costs specifically included in the other items in this Bid Form.	1	LS	$ 849,996.00	$ 849,996.00	$ 1,600,000.00	$ 1,600,000.00
3	Furnish all necessary equipment for the Copper Ion Generation System as defined in Section 463160 Copper Ion Generation System.	1	LS	$ 660,607.00	$ 660,607.00	$ 778,300.00	$ 778,300.00
4	Furnish all necessary equipment for the Power Panel Boards as defined in Section 262416 Panelboards.	1	LS	$ 197,438.00	$ 197,438.00	$ 6,500.00	$ 6,500.00
5	Design, furnish, install, maintain and remove Trench Excavation Safety Systems for the Lake Water Treatment Plant Zebra Mussel Mitigation Project as required in all trenches deeper than five feet deep, complete in place as detailed and specified, including overhead and profit associated therewith.	3,170	LF	$ 1.00	$ 3,170.00	$ 2.00	$ 6,340.00
6	Allowance #1: A bid allowance to be used to furnish and install void mitigation measures. To be implemented as recommended by the Geotechnical Engineer at the time of inspection and evaluation of excavation. The cost for the work to be performed shall be negotiated and Contractor shall be paid for the work out of this allowance.	1	LS	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00
7	Allowance #2: A bid allowance to be used for additional site improvements, landscaping and miscellaneous modifications.	1	LS	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00
Total Base Bid (Item Nos. 1-7)		**-**		**$**	**2,038,783.00**	**$**	**2,741,140.00**

CITY OF GEORGETOWN
LAKE WTP ZEBRA MUSSEL MITIGATION PROJECT
BID TABULATION
May 12, 2026

Bidders	SSP Industries, LP	CCC
Acknowledged all Addenda	✔	✔
Provided Bid Security (5%)	✔	✔
Provided Bidder's Experience (Section 00400)	✔	✔

BASE BID AMOUNT (BASE BID ITEM Nos. 1 - 7)							
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2	Furnish and install all necessary labor, materials, equipment and incidentals necessary to construct the Lake Water Treatment Plant Zebra Mussel Mitigation Project, complete in place as detailed and specified, except those costs specifically included in the other items in this Bid Form.	1	LS	$ 849,996.00	$ 849,996.00	$ 1,600,000.00	$ 1,600,000.00
3	Furnish all necessary equipment for the Copper Ion Generation System as defined in Section 463160 Copper Ion Generation System.	1	LS	$ 660,607.00	$ 660,607.00	$ 778,300.00	$ 778,300.00
4	Furnish all necessary equipment for the Power Panel Boards as defined in Section 262416 Panelboards.	1	LS	$ 197,438.00	$ 197,438.00	$ 6,500.00	$ 6,500.00
5	Design, furnish, install, maintain and remove Trench Excavation Safety Systems for the Lake Water Treatment Plant Zebra Mussel Mitigation Project as required in all trenches deeper than five feet deep, complete in place as detailed and specified, including overhead and profit associated therewith.	3,170	LF	$ 1.00	$ 3,170.00	$ 2.00	$ 6,340.00
6	Allowance #1: A bid allowance to be used to furnish and install void mitigation measures. To be implemented as recommended by the Geotechnical Engineer at the time of inspection and evaluation of excavation. The cost for the work to be performed shall be negotiated and Contractor shall be paid for the work out of this allowance.	1	LS	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00
7	Allowance #2: A bid allowance to be used for additional site improvements, landscaping and miscellaneous modifications.	1	LS	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00
Total Base Bid (Item Nos. 1-7)		**-**		**$**	**2,038,783.00**	**$**	**2,741,140.00**

City of Georgetown, Texas
City Council
June 23, 2026

SUBJECT:
Construction Contract for Dan Williams Company for the Williams Drive Mobility Enhancement Project

SUGGESTED ACTION:
Consideration and possible action to award a construction contract to Dan Williams Company, of Austin, Texas for the construction of the Williams Drive Mobility Enhancement Project in the amount of $6,242,265.40 -- Wesley Wright, P.E., Systems Engineering Director

ITEM SUMMARY:
This project consists of the installation of concrete medians, landscaping, and roadway illumination along Williams Dr. from Serenada Dr. to IH-35 The medians and illumination improvements are part of the planned mobility and safety enhancements along the Williams Drive corridor from Serenada Dr. to IH-35.

This project represents the second phase of a larger corridor improvement plan for Williams Drive. Future phases will include turn lane improvements near Rivery Boulevard, and construction of a shared-use path along the north side of Williams Drive between Serenada Drive and IH-35.

The Williams Drive Mobility Enhancements Project was advertised for public bids April 1, 2026, and April 8,2026. A public bid opening was held on April 29, at 2:00 PM, where seven (7) competitive bids were received.

Dan Williams Company submitted the lowest responsive and responsible bid. TetraTech has reviewed the firm's current workload, references, and construction history and determined that Dan Williams Company has successfully completed projects of similar size and scope for various municipalities.

STAFF RECOMMENDATIONS:
Based on this review, staff recommends awarding the construction contract to Dan Williams Company, of Austin, Texas in the amount of $6,242,265.40. PRJ000332

FINANCIAL IMPACT:
Funds for this expenditure are budgeted and available in the FY 26 CIP Budget from the 2021 voter approved road bond program

SUBMITTED BY:
Dustin Clarkson, Systems Engineering

ATTACHMENTS:
LOR_BIDTAB_EXHIBIT.pdf

May 5, 2026

4801 Southwest Parkway,
Parkway 1, Suite 185
Austin TX 78735
T +1 512 328 5771

Jonathan "Moose" Morales
Assistant CIP Manager
City of Georgetown
510 W. 9th Street
Georgetown, Texas 78626

RE: Recommendation for Award
Williams Drive Access Management Plan
Georgetown, TX
RPS (Tetra Tech) Project No. 008261

Dear Mr. Morales:

Seven (7) bids for the referenced project were received on April 29, 2026, from -

- Aaron Concrete Contractors, LLC
- Capital Excavation Company
- Dan Williams Company
- DeNucci Constructors LLC
- Joe Bland Construction LLC
- Patin Construction LLC
- PSRE LLC (Larry Young Paving)

RPS, a Tetra Tech Company, has tabulated and reviewed all the bids, and the low bidder for the combined base and alternate bids is Dan Williams Company with a total bid amount of $6,242,265.40.

As part of Addendum 3, bid item 164-7020 Hydro Mulch Seed, was added to the construction documents for re-establishing vegetation. During the TxDOT review it was found that the quantity of this item was not correctly shown in the excel version of the bid form and did not match the quantity that was listed on the addendum cover letter. Two bidders updated the quantity in the excel file to match the value that was listed on the cover sheet, while the other five left it as is. The bid tabulation was adjusted to reflect the correct quantity and bid totals, and due to the low cost of the item, it did not change the order of bids.

It should be noted that our recommendation is based on the lowest bid, and the City reserves the right to determine whether a bid is invalid based on the rules and regulations set forth in the bid documents. Please feel free to call me if you have any questions regarding this recommendation.

Thank you,

Kevin Hoffman, P.E.
Project Manager

Base Bid Summary

Rank	Bidder	Total Base Bid Amount	Difference from Engineer's	Difference from Engineer's	Difference from Low Bid ($)	Difference from Low Bid (%)
1	Patin	$ 5,269,951.00	$ (478,092.44)	-6.4%	$ -	0.0%
2	Dan Williams	$ 5,286,321.90	$ (461,721.54)	-6.2%	$ 16,370.90	0.3%
3	PSRE LLC (Larry Young Paving)	$ 5,414,262.25	$ (333,781.19)	-4.5%	$ 144,311.25	2.7%
4	Capital Excavation	$ 5,918,010.02	$ 169,966.58	2.3%	$ 648,059.02	12.3%
5	Aaron Construction	$ 6,081,383.50	$ 333,340.06	4.5%	$ 811,432.50	15.4%
6	DeNucci	$ 8,438,140.65	$ 2,690,097.21	35.9%	$ 3,168,189.65	60.1%
7	Joe Bland	$ 9,251,938.50	$ 3,503,895.06	46.8%	$ 3,981,987.50	75.6%

Alternate Bid Summary

Rank	Bidder	Total Base Bid Amount	Difference from Engineer's	Difference from Engineer's	Difference from Low Bid ($)	Difference from Low Bid (%)
1	Dan Williams	$ 955,943.50	$ (782,805.50)	-10.5%	$ -	0.0%
2	Joe Bland	$ 1,033,872.50	$ (704,876.50)	-9.4%	$ 77,929.00	1.5%
3	Capital Excavation	$ 2,046,993.03	$ 308,244.03	4.1%	$ 1,091,049.53	20.7%
4	Patin	$ 2,085,906.00	$ 347,157.00	4.6%	$ 1,129,962.50	21.4%
5	Aaron Construction	$ 2,490,188.20	$ 751,439.20	10.0%	$ 1,534,244.70	29.1%
6	DeNucci	$ 2,840,690.00	$ 1,101,941.00	14.7%	$ 1,884,746.50	35.8%
7	PSRE LLC (Larry Young Paving)	$ 4,028,254.00	$ 2,289,505.00	30.6%	$ 3,072,310.50	58.3%

Base & Alternate Bid Summary

Rank	Bidder	Total Base Bid Amount	Difference from Engineer's	Difference from Engineer's	Difference from Low Bid ($)	Difference from Low Bid (%)
1	Dan Williams	$ 6,242,265.40	$ (1,244,527.04)	-16.6%	$ -	0.0%
2	Patin	$ 7,355,857.00	$ (130,935.44)	-1.7%	$ 1,113,591.60	21.1%
3	Capital Excavation	$ 7,965,003.05	$ 478,210.61	6.4%	$ 1,722,737.65	32.7%
4	Aaron Construction	$ 8,571,571.70	$ 1,084,779.26	14.5%	$ 2,329,306.30	44.2%
5	PSRE LLC (Larry Young Paving)	$ 9,442,516.25	$ 1,955,723.81	26.1%	$ 3,200,250.85	60.7%
6	Joe Bland	$ 10,285,811.00	$ 2,799,018.56	37.4%	$ 4,043,545.60	76.7%
7	DeNucci	$ 11,278,830.65	$ 3,792,038.21	50.6%	$ 5,036,565.25	95.6%

Bid Summary

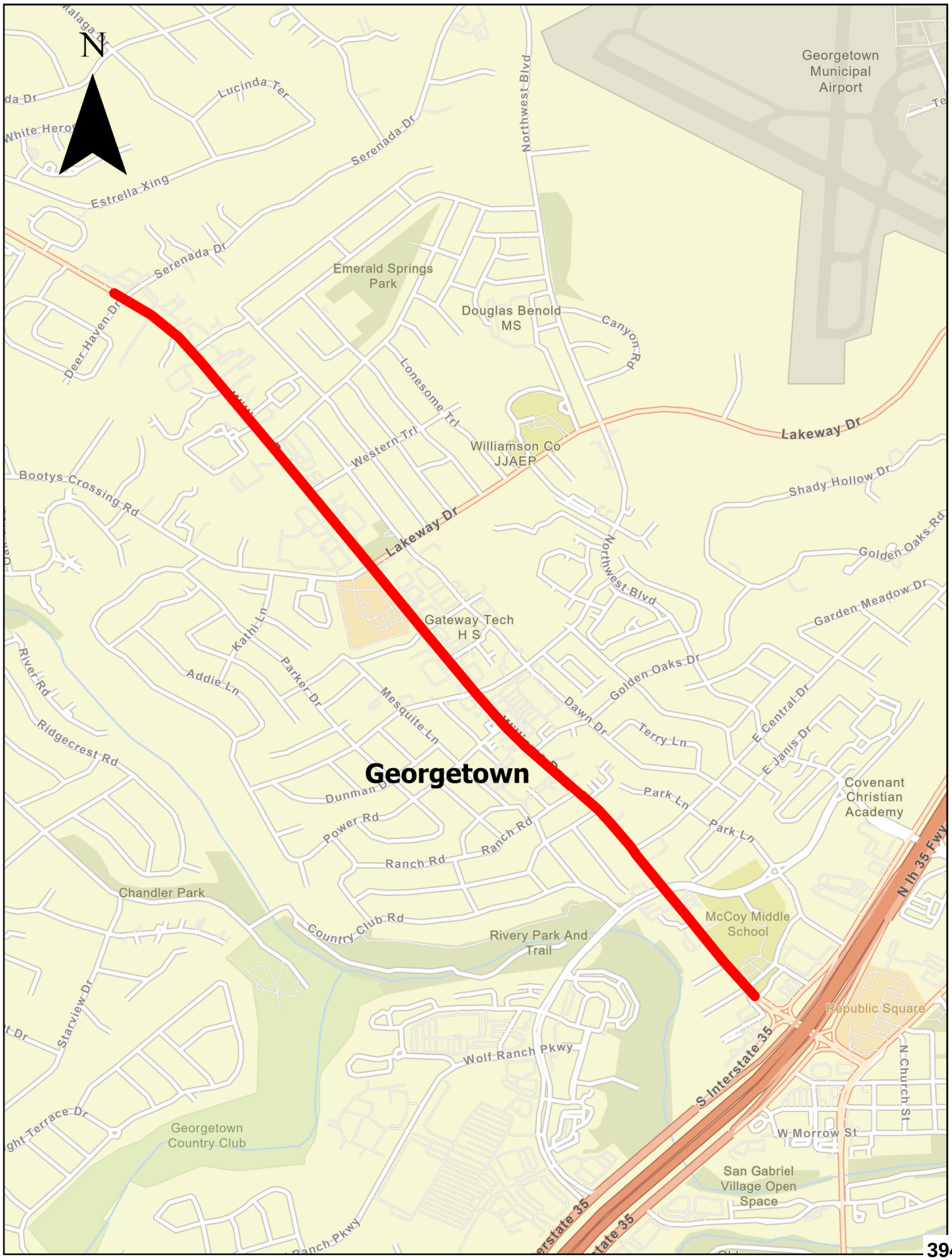
BID ITEM	ITEM CODE	DESCRIPTION	UNIT MEASURE	BID QUANTITY	Engineer's Estimate		AVERAGE UNIT COST	Aaron Construction			Capital Excavation		
					UNIT COST	AMOUNT BID		UNIT COST	AMOUNT BID	COST % DIFF	UNIT COST	AMOUNT BID	COST % DIFF.
WILLIAMS DRIVE ILLUMINATION PLAN													
1	COG	Insurance, Bonds and Move-In Related Expenses not to exceed 5% of Total Bid	LS	1	$ 125,000.00	$ 125,000.00	$ 126,512.90	$ 99,629.00	$ 99,629.00	-20%	$ 17,500.00	$ 17,500.00	-86%
2	COG	City of Georgetown Owner Allowance (only used for Owner and/or Engineer directed modifications or improvmements)	LS	1	$ 225,000.00	$ 225,000.00	$ 157,500.00	$ 225,000.00	$ 225,000.00	0%	$ 225,000.00	$ 225,000.00	0%
3	168 7001	VEGETATIVE WATERING	TGL	56	$ 60.00	$ 3,360.00	$ 300.90	$ 280.00	$ 15,680.00	367%	$ 58.00	$ 3,248.00	-3%
4	310 7001	PRIME COAT (AE-P)	GAL	17	$ 10.00	$ 170.00	$ 22.10	$ 26.00	$ 442.00	160%	$ 24.00	$ 408.00	140%
5	354 7002	PLANE & TEXT ASPH CONC PAV(0" TO 2")	SY	68969	$ 2.00	$ 137,938.00	$ 1.37	$ 1.50	$ 103,453.50	-25%	$ 1.38	$ 95,177.22	-31%
6	416 7044	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	14	$ 400.00	$ 5,600.00	$ 482.50	$ 515.00	$ 7,210.00	29%	$ 440.00	$ 6,160.00	10%
7	500 7001	MOBILIZATION (5% OF ALL ITEMS)	LS	1.0	$ 257,050.00	$ 257,050.00	$ 176,500.00	$ 300,000.00	$ 300,000.00	17%	$ 560,000.00	$ 560,000.00	118%
8	503 7002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	$ 15,000.00	$ 30,000.00	$ 9,178.00	$ 11,880.00	$ 23,760.00	-21%	$ 25,500.00	$ 51,000.00	70%
9	529 7001	CONC CURB (TY I)	LF	250	$ 20.00	$ 5,000.00	$ 26.50	$ 26.00	$ 6,500.00	30%	$ 51.00	$ 12,750.00	155%
10	529 7002	CONC CURB (TY II)	LF	10,549	$ 25.00	$ 263,725.00	$ 16.00	$ 19.00	$ 200,431.00	-24%	$ 18.00	$ 189,882.00	-28%
11	529 7008	CONC CURB & GUTTER (TY I)	LF	150	$ 30.00	$ 4,500.00	$ 32.80	$ 28.00	$ 4,200.00	-7%	$ 83.00	$ 12,450.00	177%
12	531 7004	CURB RAMP TY 1	EA	2	$ 2,000.00	$ 4,000.00	$ 1,961.80	$ 1,758.00	$ 3,516.00	-12%	$ 3,010.00	$ 6,020.00	51%
13	536 7002	CONC MEDIAN	SY	1,345	$ 150.00	$ 201,750.00	$ 91.40	$ 219.00	$ 294,555.00	46%	$ 155.00	$ 208,475.00	3%
14	618 7030	CONDT (PVC) (SCH 40) (2")	LF	10,545	$ 20.00	$ 210,900.00	$ 23.30	$ 17.00	$ 179,265.00	-15%	$ 14.00	$ 147,630.00	-30%
15	618 7031	CONDT (PVC) (SCH 40) (2") (BORE)	LF	5,655	$ 40.00	$ 226,200.00	$ 47.30	$ 54.00	$ 305,370.00	35%	$ 44.00	$ 248,820.00	10%
16	618 7036	CONDT (PVC) (SCH 40) (3")	LF	15	$ 26.50	$ 397.50	$ 41.20	$ 63.00	$ 945.00	138%	$ 54.00	$ 810.00	104%
17	618 7061	CONDT (PVC) (SCH 80) (3") (BORE)	LF	125	$ 33.00	$ 4,125.00	$ 61.70	$ 61.00	$ 7,625.00	85%	$ 52.00	$ 6,500.00	58%
18	620 7007	ELEC CONDR (NO.8) BARE	LF	17,350	$ 1.98	$ 34,353.00	$ 1.76	$ 2.00	$ 34,700.00	1%	$ 2.00	$ 34,700.00	1%
19	620 7008	ELECTRICAL CONDUCTORS (NO.8) (INSULATED)	LF	36,640	$ 2.16	$ 79,142.40	$ 2.07	$ 3.00	$ 109,920.00	39%	$ 2.00	$ 73,280.00	-7%
20	624 7008	GROUND BOX TY D (162922)W/APRON	EA	1	$ 1,650.00	$ 1,650.00	$ 2,027.20	$ 1,932.00	$ 1,932.00	17%	$ 1,640.00	$ 1,640.00	-1%
21	644 7004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	11	$ 810.00	$ 8,910.00	$ 771.10	$ 921.00	$ 10,131.00	14%	$ 860.00	$ 9,460.00	6%
22	644 7012	IN SM RD SN SUP&AM TY10BWG(1)SB(T)	EA	18	$ 770.00	$ 13,860.00	$ 811.00	$ 1,040.00	$ 18,720.00	35%	$ 970.00	$ 17,460.00	26%
23	672 7002	REFL PAV MRKR TY I-C	EA	263	$ 5.00	$ 1,315.00	$ 4.80	$ 7.00	$ 1,841.00	40%	$ 6.00	$ 1,578.00	20%
24	672 7004	REFL PAV MRKR TY II-A-A	EA	64	$ 6.00	$ 384.00	$ 4.80	$ 7.00	$ 448.00	17%	$ 6.00	$ 384.00	0%
25	672 7006	REFL PAV MRKR TY II-C-R	EA	231	$ 6.00	$ 1,386.00	$ 4.90	$ 7.00	$ 1,617.00	17%	$ 6.00	$ 1,386.00	0%
26	677 7010	ELIM EXT PM & MRKS (DBL ARROW)	EA	1	$ 92.00	$ 92.00	$ 472.20	$ 772.00	$ 772.00	739%	$ 720.00	$ 720.00	683%
27	680 7002	INSTALL HWY TRF SIG (ISOLATED)	EA	1	$ 25,000.00	$ 25,000.00	$ 18,359.30	$ 19,318.00	$ 19,318.00	-23%	$ 16,400.00	$ 16,400.00	-34%
28	680 7004	REMOVING TRAFFIC SIGNALS	EA	1	$ 8,800.00	$ 8,800.00	$ 5,740.30	$ 10,303.00	$ 10,303.00	17%	$ 8,800.00	$ 8,800.00	0%
29	681 7001	TEMP TRAF SIGNALS	EA	1	$ 8,000.00	$ 8,000.00	$ 22,703.60	$ 38,636.00	$ 38,636.00	383%	$ 32,900.00	$ 32,900.00	311%
30	684 7007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	320	$ 2.00	$ 640.00	$ 3.03	$ 5.00	$ 1,600.00	150%	$ 4.00	$ 1,280.00	100%
31	684 7031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	405	$ 3.40	$ 1,377.00	$ 3.33	$ 5.00	$ 2,025.00	47%	$ 4.00	$ 1,620.00	18%
32	684 7033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	110	$ 3.50	$ 385.00	$ 3.45	$ 5.00	$ 550.00	43%	$ 4.00	$ 440.00	14%
33	684 7036	TRF SIG CBL (TY A)(14 AWG)(10 CONDR)	LF	320	$ 4.50	$ 1,440.00	$ 4.20	$ 6.00	$ 1,920.00	33%	$ 6.00	$ 1,920.00	33%
34	684 7046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	LF	155	$ 6.65	$ 1,030.75	$ 6.73	$ 13.00	$ 2,015.00	95%	$ 11.00	$ 1,705.00	65%
35	3006 7001	UNDERSEAL COURSE	GAL	13,933	$ 3.80	$ 52,945.40	$ 3.45	$ 4.00	$ 55,732.00	5%	$ 4.00	$ 55,732.00	5%
36	3007 7001	BONDING COURSE	GAL	86	$ 3.25	$ 279.50	$ 3.73	$ 4.00	$ 344.00	23%	$ 4.00	$ 344.00	23%
37	9999 9999	FURNISH AND INSTALL 5/16" 7 WIRE STRAND (SIEMENS-MARTIN) ZINC COATED STEEL WIRE STRAND	LF	510	$ 3.50	$ 1,785.00	$ 5.88	$ 9.00	$ 4,590.00	157%	$ 8.00	$ 4,080.00	129%
38	9999 9999	FURNISH AND INSTALL THRUGREEN ETHERNET MODEM OR CITY OF GEORGETOWN APPROVED EQUIVALENT TO THE EXISTING CABINET	EA	1	$ 4,000.00	$ 4,000.00	$ 8,170.40	$ 12,879.00	$ 12,879.00	222%	$ 11,000.00	$ 11,000.00	175%
39	COG- LS1 7001	ROOT BARRIER; DEEPROOT, SIZE: 24"	LF	7,324	$ 5.50	$ 40,282.00	$ 12.60	$ 11.00	$ 80,564.00	100%	$ 16.00	$ 117,184.00	191%
40	COG- LS2 7001	STAMPED CONCRETE W/ INTEGRAL COLOR TO MATCH EXISTING PAVERS	SF	12,678	$ 9.50	$ 120,441.00	$ 13.95	$ 23.50	$ 297,933.00	147%	$ 26.00	$ 329,628.00	174%
41	COG- LS3 7001	BROOM FINISH CONCRETE (APPROX. 12" WIDE- TO TIE INTO CURB)	SF	13,469	$ 8.50	$ 114,486.50	$ 9.35	$ 19.00	$ 255,911.00	124%	$ 32.00	$ 431,008.00	276%
42	COG- LS4 7001	CEDAR ELM 3" CALIPER TREE INCLUDES EXCAVATION	EA	14	$ 2,000.00	$ 28,000.00	$ 831.50	$ 600.00	$ 8,400.00	-70%	$ 1,110.00	$ 15,540.00	-45%
43	COG- LS4 7002	MEXICAN SYCMORE 3" CALIPER TREE INCLUDES EXCAVATION	EA	9	$ 2,000.00	$ 18,000.00	$ 1,001.30	$ 1,303.00	$ 11,727.00	-35%	$ 1,110.00	$ 9,990.00	-45%
44	COG- LS4 7003	CHINQUAPIN OAK 3" CALIPER TREE INCLUDES EXCAVATION	EA	35	$ 2,000.00	$ 70,000.00	$ 912.30	$ 983.00	$ 34,405.00	-51%	$ 1,110.00	$ 38,850.00	-45%
45	COG- LS4 7004	MONTERREY OAK 3" CALIPER TREE INCLUDES EXCAVATION	EA	12	$ 2,000.00	$ 24,000.00	$ 911.10	$ 921.00	$ 11,052.00	-54%	$ 1,110.00	$ 13,320.00	-45%
46	COG- LS4 7005	SHUMARD OAK 3" CALIPER TREE INCLUDES EXCAVATION	EA	18	$ 2,000.00	$ 36,000.00	$ 834.00	$ 600.00	$ 10,800.00	-70%	$ 1,110.00	$ 19,980.00	-45%
47	COG- LS5 7001	LANDSCAPE BED MIX	SF	35,470	$ 5.00	$ 177,350.00	$ 2.70	$ 3.00	$ 106,410.00	-40%	$ 5.00	$ 177,350.00	0%
48	COG- LS6 7001	IRRIGATION	LS	1	$ 75,000.00	$ 75,000.00	$ 92,149.12	$ 57,237.00	$ 57,237.00	-24%	$ 64,254.20	$ 64,254.20	-14%
49	COG-C4 7008	CONC CURB AND GUTTER	LF	7,746	$ 30.00	$ 232,380.00	$ 19.30	$ 22.00	$ 170,412.00	-27%	$ 26.00	$ 201,396.00	-13%
50	COG-C5 7002	CONC SIDEWALKS (5")	SY	71	$ 100.00	$ 7,100.00	$ 77.70	$ 100.00	$ 7,100.00	0%	$ 187.00	$ 13,277.00	87%
51	COG-CIP15 7001	PROJECT IDENTIFICATION SIGNAGE	EA	2	$ 500.00	$ 1,000.00	$ 1,493.20	$ 1,472.00	$ 2,944.00	194%	$ 1,510.00	$ 3,020.00	202%
52	COG-G1 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	11	$ 7,000.00	$ 77,000.00	$ 6,687.50	$ 2,275.00	$ 25,025.00	-68%	$ 5,400.00	$ 59,400.00	-23%
53	COG-G2 7002	PREPARING ROW	STA	108.7	$ 5,000.00	$ 543,500.00	$ 1,238.00	$ 850.00	$ 92,395.00	-83%	$ 430.00	$ 46,741.00	-91%
54	COG-G3 7017	REMOVING CONC (CURB & GUTTER)	LF	125	$ 30.00	$ 3,750.00	$ 11.85	$ 8.00	$ 1,000.00	-73%	$ 35.00	$ 4,375.00	17%
55	COG-G3 7026	RMV (6") TRT/UNTRT BASE & ASPH PAV	SY	6,045	$ 6.00	$ 36,270.00	$ 10.20	$ 32.00	$ 193,440.00	433%	$ 14.00	$ 84,630.00	133%
56	COG-G3 7044	RMV (24") TRT/UNTRT BASE & ASPH PAV	SY	4,134	$ 12.00	$ 49,608.00	$ 21.90	$ 46.00	$ 190,164.00	283%	$ 24.00	$ 99,216.00	100%
57	COG-G6 7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	168	$ 6.50	$ 1,092.00	$ 3.63	$ 5.00	$ 840.00	-23%	$ 4.00	$ 672.00	-38%
58	COG-G6 7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	168	$ 2.00	$ 336.00	$ 1.35	$ 2.00	$ 336.00	0%	$ 1.00	$ 168.00	-50%
59	COG-G6 7003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	15	$ 80.00	$ 1,200.00	$ 63.20	$ 117.00	$ 1,755.00	46%	$ 111.00	$ 1,665.00	39%
60	COG-G6 7011	ROCK FILTER DAMS (REMOVE)	LF	15	$ 20.00	$ 300.00	$ 23.80	$ 48.00	$ 720.00	140%	$ 44.00	$ 660.00	120%
61	COG-G7 7001	FURN & PLACE TOPSOIL (4")	SY	94	$ 175.00	$ 16,450.00	$ 17.58	$ 38.00	$ 3,572.00	-78%	$ 25.00	$ 2,350.00	-86%
62	COG-G7 7002	BLOCK SODDING	SY	94	$ 4.20	$ 394.80	$ 10.25	$ 13.00	$ 1,222.00	210%	$ 11.00	$ 1,034.00	162%
63	COG-SD1 7003	D-GR HMA TY-B PG64-22 (EXEMPT)	TON	46	$ 115.00	$ 5,290.00	$ 212.20	$ 327.00	$ 15,042.00	184%	$ 300.00	$ 13,800.00	161%
64	COG-SD1 7058	D-GR HMA TY-D SAC-B PG76-22	TON	7,663	$ 140.00	$ 1,072,820.00	$ 104.90	$ 159.00	$ 1,218,417.00	14%	$ 148.00	$ 1,134,124.00	6%
65	COG-SD2 7001	EXCAV (ROADWAY)	CY	40	$ 50.00	$ 2,000.00	$ 66.40	$ 67.00	$ 2,680.00	34%	$ 133.00	$ 5,320.00	166%
66	COG-SD3 7003	EMBANK (FNL)(OC)(TY B)	CY	452	$ 45.00	$ 20,340.00	$ 35.80	$ 46.00	$ 20,792.00	2%	$ 74.00	$ 33,448.00	64%
67	COG-SD4 7179	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS	CY	84	$ 55.00	$ 4,620.00	$ 99.50	$ 113.00	$ 9,492.00	105%	$ 142.00	$ 11,928.00	158%
68	COG-SD5 7008	REFL PAV MRK TY I (W)6"(DOT)(090MIL)	LF	109	$ 2.00	$ 218.00	$ 2.65	$ 5.00	$ 545.00	150%	$ 4.00	$ 436.00	100%
69	COG-SD5 7023	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	LF	5,195	$ 2.25	$ 11,688.75	$ 0.95	$ 1.00	$ 5,195.00	-56%	$ 1.00	$ 5,195.00	-56%
70	COG-SD5 7035	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	LF	1,210	$ 12.00	$ 14,520.00	$ 7.80	$ 9.00	$ 10,890.00	-25%	$ 9.00	$ 10,890.00	-25%
71	COG-SD5 7041	REFL PAV MRK TY I (W)(ARROW)(090MIL)	EA	58	$ 210.00	$ 12,180.00	$ 150.50	$ 160.00	$ 9,280.00	-24%	$ 150.00	$ 8,700.00	-29%
72	COG-SD5 7044	REFL PAV MRK TY I (W)(DBL ARROW)(090MIL)	EA	1	$ 215.00	$ 215.00	$ 344.90	$ 594.00	$ 594.00	176%	$ 560.00	$ 560.00	160%
73	COG-SD5 7065	REFL PAV MRK TY I (W)(WORD)(090MIL)	EA	52	$ 245.00	$ 12,740.00	$ 187.70	$ 267.00	$ 13,884.00	9%	$ 250.00	$ 13,000.00	2%
74	COG-SD5 7172	RE PM TY II (W) 6" (BRK)	LF	5,130	$ 0.60	$ 3,078.00	$ 0.68	$ 1.00	$ 5,130.00	67%	$ 1.00	$ 5,130.00	67%
75	COG-SD5 7173	RE PM TY II (W) 6" (DOT)	LF	109	$ 2.00	$ 218.00	$ 1.45	$ 2.00	$ 218.00	0%	$ 2.00	$ 218.00	0%
76	COG-SD5 7175	RE PM TY II (W) 6" (SLD)	LF	8,757	$ 0.90	$ 7,881.30	$ 0.68	$ 1.00	$ 8,757.00	11%	$ 1.00	$ 8,757.00	11%
77	COG-SD5 7179	RE PM TY II (W) 8" (SLD)	LF	5,195	$ 1.00	$ 5,195.00	$ 0.64	$ 1.00	$ 5,195.00	0%	$ 1.00	$ 5,195.00	0%
78	COG-SD5 7184	RE PM TY II (W) 24" (SLD)	LF	1,210	$ 7.00	$ 8,470.00	$ 3.45	$ 5.00	$ 6,050.00	-29%	$ 4.00	$ 4,840.00	-43%
79	COG-SD5 7186	RE PM TY II (W) (ARROW)	EA	62	$ 130.00	$ 8,060.00	$ 88.40	$ 113.00	$ 7,006.00	-13%	$ 106.00	$ 6,572.00	-18%
80	COG-SD5 7194	RE PM TY II (W) (WORD)	EA	56	$ 150.00	$ 8,400.00	$ 97.30	$ 131.00	$ 7,336.00	-13%	$ 122.00	$ 6,832.00	-19%
81	COG-SD5 7211	RE PM TY II (Y) 6" (BRK)	LF	93	$ 0.63	$ 58.59	$ 2.40	$ 6.00	$ 558.00	852%	$ 6.00	$ 558.00	852%
82	COG-SD5 7213	RE PM TY II (Y) 6" (SLD)	LF	1,272	$ 0.50	$ 636.00	$ 0.68	$ 1.00	$ 1,272.00	100%	$ 1.00	$ 1,272.00	100%
83	COG-SD5 7407	REFL PAV MRK TY I (W)6"(BRK)(090MIL)	LF	5,130	$ 0.65	$ 3,334.50	$ 0.79	$ 1.00	$ 5,130.00	54%	$ 1.00	$ 5,130.00	54%
84	COG-SD5 7410	REFL PAV MRK TY I (W)6"(SLD)(090MIL)	LF	8,757	$ 1.45	$ 12,697.65	$ 0.79	$ 1.00	$ 8,757.00	-31%	$ 1.00	$ 8,757.00	-31%
85	COG-SD5 7419	REFL PAV MRK TY I (Y)6"(BRK)(090MIL)	LF	93	$ 1.00	$ 93.00	$ 1.97	$ 5.00	$ 465.00	400%	$ 4.00	$ 372.00	300%
86	COG-SD5 7422	REFL PAV MRK TY I (Y)6"(SLD)(090MIL)	LF	1,272	$ 1.65	$ 2,098.80	$ 0.78	$ 1.00	$ 1,272.00	-39%	$ 1.00	$ 1,272.00	-39%
87	COG-SD6 7187	RE PM TY II (W) (DBL ARROW)	EA	1	$ 140.00	$ 140.00	$ 173.60	$ 238.00	$ 238.00	70%	$ 223.00	$ 223.00	59%
88	COG-TCP1 7001	VIDEO DVD OF THE PROJECT AREA PRIOR TO AND AFTER CONSTRUCTION	LS	1	$ 2,000.00	$ 2,000.00	$ 5,406.00	$ 29,700.00	$ 29,700.00	1385%	$ 1,160.00	$ 1,160.00	-42%
89	COG-WW1 7001	ADJUST MANHOLE	EA	1	$ 2,500.00	$ 2,500.00	$ 2,091.60	$ 5,346.00	$ 5,346.00	114%	$ 1,770.00	$ 1,770.00	-29%
90	GUSL-25-BA, GUSL-25-DB1	25' STREETLIGHT POLE AND MAST ARM ASSEMBLY (250W EQ LED)(SINGLE ARM)(BRUSHED ALUM)	EA	4	$ 7,000.00	$ 28,000.00	$ 3,407.60	$ 3,606.00	$ 14,424.00	-48%	$ 3,070.00	$ 12,280.00	-56%
91	GUSL-35-BA, GUSL-35-DB1	35' STREETLIGHT POLE AND MAST ARM ASSEMBLY (250W EQ LED)(SINGLE ARM)(BRUSHED ALUM)	EA	35	$ 7,000.00	$ 245,000.00	$ 4,126.70	$ 5,087.00	$ 178,045.00	-27%	$ 4,330.00	$ 151,550.00	-38%
92	GUSL-35-BA, GUSL-35-DB2	35' STREETLIGHT POLE AND MAST ARM ASSEMBLY (250W EQ LED)(DOUBLE ARM)(BRUSHED ALUM)	EA	32	$ 8,000.00	$ 256,000.00	$ 4,870.70	$ 6,182.00	$ 197,824.00	-23%	$ 5,300.00	$ 169,600.00	-34%
93	GUSL-CF-A, GUSL-CF-AR	CONCRETE FOUNDATION FOR STREETLIGHT POLE (24" x 84")	EA	71	$ 1,400.00	$ 99,400.00	$ 2,191.10	$ 2,061.00	$ 146,331.00	47%	$ 1,750.00	$ 124,250.00	25%
94	PER CITY SPEC/DRAWING	FINGER MODE PER CITY SPEC.	EA	7	$ 6,500.00	$ 45,500.00	$ 5,807.30	$ 16,098.00	$ 112,686.00	148%	$ 13,700.00	$ 95,900.00	111%
95	PER MANUFACTURER SPEC	DURALITE ILLUMINATION GROUND BOX	EA	103	$ 1,500.00	$ 154,500.00	$ 1,833.80	$ 1,558.00	$ 160,474.00	4%	$ 1,330.00	$ 136,990.00	-11%
96	505 7001	TMA (Stationary)	DAY	350	$ 200.00	$ 70,000.00	$ 234.20	$ 562.00	$ 196,700.00	181%	$ 350.00	$ 122,500.00	75%
97	164 7020	HYDRO MULCH SEED (PERM_URBAN_CLAY)	LF	2,720	$ 1.00	$ 2,720.00	$ 1.31	$ 1.00	$ 2,720.00	0%	$ 1.88	$ 5,113.60	88%
TOTAL OF ALL PRICES (ITEMS 1-97)						$ 5,748,043.44			$ 6,081,383.50			$ 5,918,010.02	
		BASE BID SUBTOTAL COST ADJUSTED FOR CORRECTNESS				$ 5,748,043.44			$ 6,081,383.50			$ 5,918,010.02	
		BASE BID SUBTOTAL COST IN PROPOSAL				N/A			$6,083,793.50			$5,943,010.02	
		ADJUSTMENT DIFFERENCE				N/A			$2,410.00			$25,000.00	
ALTERNATE BID													
A1	500 7001	MOBILIZATION	LS	1	$ 82,798.00	$ 82,798.00	$ 69,108.59	$ 97,000.00	$ 97,000.00	17%	$ 59,085.90	$ 59,085.90	-29%
A2	COG- LS1 7001	ROOT BARRIER; DEEPROOT, SIZE: 24"	LF	1,539	$ 5.50	$ 8,464.50	$ 12.60	$ 11.00	$ 16,929.00	100%	$ 16.00	$ 24,624.00	191%
A3	COG- LS2 7001	STAMPED CONCRETE W/ INTEGRAL COLOR TO MA	SF	29,357	$ 9.50	$ 278,891.50	$ 13.80	$ 22.00	$ 645,854.00	132%	$ 26.00	$ 763,282.00	174%
A4	COG- LS3 7001	BROOM FINISH CONCRETE	SF	-922	$ 8.50	$ (7,837.00)	$ 9.35	$ 19.00	$ (17,518.00)	124%	$ 32.00	$ (29,504.00)	276%
A5	COG- LS4 7002	MEXICAN SYCMORE 3" CALIPER TREE INCLUDES EX	EA	-1	$ 2,000.00	$ (2,000.00)	$ 1,001.07	$ 1,303.00	$ (1,303.00)	-35%	$ 1,107.67	$ (1,107.67)	-45%
A6	COG- LS5 7001	LANDSCAPE BED MIX	SF	-35,470	$ 5.00	$ (177,350.00)	$ 2.64	$ 3.14	$ (111,375.80)	-37%	$ 4.54	$ (161,033.80)	-9%
A7	COG- LS5 7002	SCREENED SANDY LOAM SOIL MIX	SF	117,210.0	$ 4.00	$ 468,840.00	$ 1.50	$ 1.00	$ 117,210.00	-75%	$ 3.21	$ 376,244.10	-20%
A8	COG- LS7 7001	SILVA CELL "2X" SYSTEM	EA	4,873	$ 200.00	$ 974,600.00	$ 187.45	$ 342.00	$ 1,666,566.00	71%	$ 188.00	$ 916,124.00	-6%
A9	COG-G3 7026	RMV (6") TRT/UNTRT BASE & ASPH PAV	SY	-1,890	$ 6.00	$ (11,340.00)	$ 10.35	$ 32.00	$ (60,480.00)	433%	$ 15.45	$ (29,200.50)	158%
A10	COG-G3 7044	RMV (24") TRT/UNTRT BASE & ASPH PAV	SY	1,911	$ 12.00	$ 22,932.00	$ 20.80	$ 36.00	$ 68,796.00	200%	$ 24.00	$ 45,864.00	100%
A11	COG-SD2 7001	EXCAV (ROADWAY)	CY	2,015	$ 50.00	$ 100,750.00	$ 24.20	$ 34.00	$ 68,510.00	-32%	$ 41.00	$ 82,615.00	-18%
TOTAL OF ALL PRICES (ITEMS A1-A11)						$ 1,738,749.00			$ 2,490,188.20			$ 2,046,993.03	
		ALTERNATE BID SUBTOTAL COST ADJUSTED FOR CORRECTNESS				$ 1,738,749.00			$ 2,490,188.20			$ 2,046,993.03	
		ALTERNATE BID SUBTOTAL COST IN PROPOSAL				N/A			$2,490,188.20			$2,046,993.03	
		ADJUSTMENT DIFFERENCE				N/A			$0.00			$0.00	
		BASE & ALTERNATE BID COST ADJUSTED FOR CORRECTNESS				$ 7,486,792.44			$ 8,571,571.70			$ 7,965,003.05	
		BASE & ALTERNATE COST IN PROPOSAL				N/A			$8,573,981.70			$7,990,003.05	
		ADJUSTMENT DIFFERENCE				N/A			-$2,410.00			-$25,000.00	
		Bid Bond							Yes			Yes	
		Project Experience							Yes			Yes	
		Acknowledge Addendums 1-3							Yes			Yes	

Bid Summary

BID ITEM	ITEM CODE	DESCRIPTION	UNIT MEASURE	BID QUANTITY	Dan Williams			DeNucci			Joe Bland		
					UNIT COST	AMOUNT BID	COST % DIFF.	UNIT COST	AMOUNT BID	COST % DIFF.	UNIT COST	AMOUNT BID	COST % DIFF.
WILLIAMS DRIVE ILLUMINATION PLAN													
1	COG	Insurance, Bonds and Move-In Related Expenses not to exceed 5% of Total Bid	LS	1	$ 250,000.00	$ 250,000.00	100%	$ 300,000.00	$ 300,000.00	140%	$ 400,000.00	$ 400,000.00	220%
2	COG	City of Georgetown Owner Allowance (only used for Owner and/or Engineer directed modifications or improvmements)	LS	1	$ 225,000.00	$ 225,000.00	0%	$ 225,000.00	$ 225,000.00	0%	$ 225,000.00	$ 225,000.00	0%
3	168 7001	VEGETATIVE WATERING	TGL	56	$ 31.00	$ 1,736.00	-48%	$ 250.00	$ 14,000.00	317%	$ 2,150.00	$ 120,400.00	3483%
4	310 7001	PRIME COAT (AE-P)	GAL	17	$ 25.00	$ 425.00	150%	$ 6.00	$ 102.00	-40%	$ 26.00	$ 442.00	160%
5	354 7002	PLANE & TEXT ASPH CONC PAV(0" TO 2")	SY	68969	$ 1.50	$ 103,453.50	-25%	$ 3.85	$ 265,530.65	93%	$ 1.50	$ 103,453.50	-25%
6	416 7044	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	14	$ 550.00	$ 7,700.00	38%	$ 1,250.00	$ 17,500.00	213%	$ 1,200.00	$ 16,800.00	200%
7	500 7001	MOBILIZATION (5% OF ALL ITEMS)	LS	1.0	$ 250,000.00	$ 250,000.00	-3%	$ 250,000.00	$ 250,000.00	-3%	$ 75,000.00	$ 75,000.00	-71%
8	503 7002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	$ 20,000.00	$ 40,000.00	33%	$ 15,000.00	$ 30,000.00	0%	$ 5,000.00	$ 10,000.00	-67%
9	529 7001	CONC CURB (TY I)	LF	250	$ 35.00	$ 8,750.00	75%	$ 50.00	$ 12,500.00	150%	$ 55.00	$ 13,750.00	175%
10	529 7002	CONC CURB (TY II)	LF	10,549	$ 16.00	$ 168,784.00	-36%	$ 38.00	$ 400,862.00	52%	$ 22.00	$ 232,078.00	-12%
11	529 7008	CONC CURB & GUTTER (TY I)	LF	150	$ 40.00	$ 6,000.00	33%	$ 50.00	$ 7,500.00	67%	$ 67.00	$ 10,050.00	123%
12	531 7004	CURB RAMP TY 1	EA	2	$ 2,500.00	$ 5,000.00	25%	$ 3,250.00	$ 6,500.00	63%	$ 3,500.00	$ 7,000.00	75%
13	536 7002	CONC MEDIAN	SY	1,345	$ 95.00	$ 127,775.00	-37%	$ 90.00	$ 121,050.00	-40%	$ 130.00	$ 174,850.00	-13%
14	618 7030	CONDT (PVC) (SCH 40) (2")	LF	10,545	$ 14.00	$ 147,630.00	-30%	$ 40.00	$ 421,800.00	100%	$ 120.00	$ 1,265,400.00	500%
15	618 7031	CONDT (PVC) (SCH 40) (2") (BORE)	LF	5,655	$ 20.00	$ 113,100.00	-50%	$ 120.00	$ 678,600.00	200%	$ 160.00	$ 904,800.00	300%
16	618 7036	CONDT (PVC) (SCH 40) (3")	LF	15	$ 22.00	$ 330.00	-17%	$ 50.00	$ 750.00	89%	$ 135.00	$ 2,025.00	409%
17	618 7061	CONDT (PVC) (SCH 80) (3") (BORE)	LF	125	$ 40.00	$ 5,000.00	21%	$ 140.00	$ 17,500.00	324%	$ 220.00	$ 27,500.00	567%
18	620 7007	ELEC CONDR (NO.8) BARE	LF	17,350	$ 2.10	$ 36,435.00	6%	$ 5.00	$ 86,750.00	153%	$ 2.75	$ 47,712.50	39%
19	620 7008	ELECTRICAL CONDUCTORS (NO.8) (INSULATED)	LF	36,640	$ 2.00	$ 73,280.00	-7%	$ 5.00	$ 183,200.00	131%	$ 4.00	$ 146,560.00	85%
20	624 7008	GROUND BOX TY D (162922)W/APRON	EA	1	$ 2,100.00	$ 2,100.00	27%	$ 4,500.00	$ 4,500.00	173%	$ 5,000.00	$ 5,000.00	203%
21	644 7004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	11	$ 1,500.00	$ 16,500.00	85%	$ 980.00	$ 10,780.00	21%	$ 1,100.00	$ 12,100.00	36%
22	644 7012	IN SM RD SN SUP&AM TY10BWG(1)SB(T)	EA	18	$ 1,400.00	$ 25,200.00	82%	$ 1,100.00	$ 19,800.00	43%	$ 1,150.00	$ 20,700.00	49%
23	672 7002	REFL PAV MRKR TY I-C	EA	263	$ 4.00	$ 1,052.00	-20%	$ 6.50	$ 1,709.50	30%	$ 9.00	$ 2,367.00	80%
24	672 7004	REFL PAV MRKR TY II-A-A	EA	64	$ 4.00	$ 256.00	-33%	$ 6.50	$ 416.00	8%	$ 9.00	$ 576.00	50%
25	672 7006	REFL PAV MRKR TY II-C-R	EA	231	$ 5.00	$ 1,155.00	-17%	$ 6.50	$ 1,501.50	8%	$ 9.00	$ 2,079.00	50%
26	677 7010	ELIM EXT PM & MRKS (DBL ARROW)	EA	1	$ 100.00	$ 100.00	9%	$ 750.00	$ 750.00	715%	$ 730.00	$ 730.00	693%
27	680 7002	INSTALL HWY TRF SIG (ISOLATED)	EA	1	$ 30,000.00	$ 30,000.00	20%	$ 49,000.00	$ 49,000.00	96%	$ 34,875.00	$ 34,875.00	40%
28	680 7004	REMOVING TRAFFIC SIGNALS	EA	1	$ 10,000.00	$ 10,000.00	14%	$ 6,500.00	$ 6,500.00	-26%	$ 4,000.00	$ 4,000.00	-55%
29	681 7001	TEMP TRAF SIGNALS	EA	1	$ 20,000.00	$ 20,000.00	150%	$ 17,000.00	$ 17,000.00	113%	$ 68,500.00	$ 68,500.00	756%
30	684 7007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	320	$ 4.00	$ 1,280.00	100%	$ 4.50	$ 1,440.00	125%	$ 6.00	$ 1,920.00	200%
31	684 7031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	405	$ 4.00	$ 1,620.00	18%	$ 4.50	$ 1,822.50	32%	$ 7.00	$ 2,835.00	106%
32	684 7033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	110	$ 4.00	$ 440.00	14%	$ 4.50	$ 495.00	29%	$ 8.00	$ 880.00	129%
33	684 7036	TRF SIG CBL (TY A)(14 AWG)(10 CONDR)	LF	320	$ 5.00	$ 1,600.00	11%	$ 4.50	$ 1,440.00	0%	$ 9.00	$ 2,880.00	100%
34	684 7046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	LF	155	$ 10.00	$ 1,550.00	50%	$ 4.50	$ 697.50	-32%	$ 10.00	$ 1,550.00	50%
35	3006 7001	UNDERSEAL COURSE	GAL	13,933	$ 3.75	$ 52,248.75	-1%	$ 6.00	$ 83,598.00	58%	$ 5.00	$ 69,665.00	32%
36	3007 7001	BONDING COURSE	GAL	86	$ 3.75	$ 322.50	15%	$ 6.00	$ 516.00	85%	$ 5.00	$ 430.00	54%
37	9999 9999	FURNISH AND INSTALL 5/16" 7 WIRE STRAND (SIEMENS-MARTIN) ZINC COATED STEEL WIRE STRAND	LF	510	$ 7.00	$ 3,570.00	100%	$ 17.30	$ 8,823.00	394%	$ 4.00	$ 2,040.00	14%
38	9999 9999	FURNISH AND INSTALL THRUGREEN ETHERNET MODEM OR CITY OF GEORGETOWN APPROVED EQUIVALENT TO THE EXISTING CABINET	EA	1	$ 10,000.00	$ 10,000.00	150%	$ 15,000.00	$ 15,000.00	275%	$ 10,725.00	$ 10,725.00	168%
39	COG- LS1 7001	ROOT BARRIER; DEEPROOT, SIZE: 24"	LF	7,324	$ 17.00	$ 124,508.00	209%	$ 17.00	$ 124,508.00	209%	$ 22.00	$ 161,128.00	300%
40	COG- LS2 7001	STAMPED CONCRETE W/ INTEGRAL COLOR TO MATCH EXISTING PAVERS	SF	12,678	$ 12.00	$ 152,136.00	26%	$ 35.00	$ 443,730.00	268%	$ 22.00	$ 278,916.00	132%
41	COG- LS3 7001	BROOM FINISH CONCRETE (APPROX. 12" WIDE-TO TIE INTO CURB)	SF	13,469	$ 6.50	$ 87,548.50	-24%	$ 7.00	$ 94,283.00	-18%	$ 16.00	$ 215,504.00	88%
42	COG- LS4 7001	CEDAR ELM 3" CALIPER TREE INCLUDES EXCAVATION	EA	14	$ 1,000.00	$ 14,000.00	-50%	$ 2,200.00	$ 30,800.00	10%	$ 1,330.00	$ 18,620.00	-34%
43	COG- LS4 7002	MEXICAN SYCMORE 3" CALIPER TREE INCLUDES EXCAVATION	EA	9	$ 1,000.00	$ 9,000.00	-50%	$ 2,200.00	$ 19,800.00	10%	$ 1,500.00	$ 13,500.00	-25%
44	COG- LS4 7003	CHINQUAPIN OAK 3" CALIPER TREE INCLUDES EXCAVATION	EA	35	$ 1,000.00	$ 35,000.00	-50%	$ 2,200.00	$ 77,000.00	10%	$ 1,330.00	$ 46,550.00	-34%
45	COG- LS4 7004	MONTERREY OAK 3" CALIPER TREE INCLUDES EXCAVATION	EA	12	$ 1,000.00	$ 12,000.00	-50%	$ 2,200.00	$ 26,400.00	10%	$ 1,330.00	$ 15,960.00	-34%
46	COG- LS4 7005	SHUMARD OAK 3" CALIPER TREE INCLUDES EXCAVATION	EA	18	$ 1,000.00	$ 18,000.00	-50%	$ 2,200.00	$ 39,600.00	10%	$ 1,330.00	$ 23,940.00	-34%
47	COG- LS5 7001	LANDSCAPE BED MIX	SF	35,470	$ 2.50	$ 88,675.00	-50%	$ 5.20	$ 184,444.00	4%	$ 2.50	$ 88,675.00	-50%
48	COG- LS6 7001	IRRIGATION	LS	1	$ 155,000.00	$ 155,000.00	107%	$ 165,000.00	$ 165,000.00	120%	$ 325,000.00	$ 325,000.00	333%
49	COG-C4 7008	CONC CURB AND GUTTER	LF	7,746	$ 24.00	$ 185,904.00	-20%	$ 40.00	$ 309,840.00	33%	$ 22.00	$ 170,412.00	-27%
50	COG-C5 7002	CONC SIDEWALKS (5")	SY	71	$ 85.00	$ 6,035.00	-15%	$ 90.00	$ 6,390.00	-10%	$ 120.00	$ 8,520.00	20%
51	COG-CIP15 7001	PROJECT IDENTIFICATION SIGNAGE	EA	2	$ 1,500.00	$ 3,000.00	200%	$ 3,250.00	$ 6,500.00	550%	$ 3,000.00	$ 6,000.00	500%
52	COG-G1 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	11	$ 24,000.00	$ 264,000.00	243%	$ 3,000.00	$ 33,000.00	-57%	$ 18,500.00	$ 203,500.00	164%
53	COG-G2 7002	PREPARING ROW	STA	108.7	$ 2,400.00	$ 260,880.00	-52%	$ 3,500.00	$ 380,450.00	-30%	$ 1,500.00	$ 163,050.00	-70%
54	COG-G3 7017	REMOVING CONC (CURB & GUTTER)	LF	125	$ 6.50	$ 812.50	-78%	$ 10.00	$ 1,250.00	-67%	$ 20.00	$ 2,500.00	-33%
55	COG-G3 7026	RMV (6") TRT/UNTRT BASE & ASPH PAV	SY	6,045	$ 6.50	$ 39,292.50	8%	$ 10.00	$ 60,450.00	67%	$ 10.00	$ 60,450.00	67%
56	COG-G3 7044	RMV (24") TRT/UNTRT BASE & ASPH PAV	SY	4,134	$ 22.00	$ 90,948.00	83%	$ 35.00	$ 144,690.00	192%	$ 30.00	$ 124,020.00	150%
57	COG-G6 7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	168	$ 7.50	$ 1,260.00	15%	$ 5.00	$ 840.00	-23%	$ 6.00	$ 1,008.00	-8%
58	COG-G6 7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	168	$ 3.00	$ 504.00	50%	$ 1.00	$ 168.00	-50%	$ 4.00	$ 672.00	100%
59	COG-G6 7003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	15	$ 130.00	$ 1,950.00	63%	$ 125.00	$ 1,875.00	56%	$ 40.00	$ 600.00	-50%
60	COG-G6 7011	ROCK FILTER DAMS (REMOVE)	LF	15	$ 45.00	$ 675.00	125%	$ 50.00	$ 750.00	150%	$ 20.00	$ 300.00	0%
61	COG-G7 7001	FURN & PLACE TOPSOIL (4")	SY	94	$ 4.25	$ 399.50	-98%	$ 12.50	$ 1,175.00	-93%	$ 65.00	$ 6,110.00	-63%
62	COG-G7 7002	BLOCK SODDING	SY	94	$ 25.00	$ 2,350.00	495%	$ 12.50	$ 1,175.00	198%	$ 15.00	$ 1,410.00	257%
63	COG-SD1 7003	D-GR HMA TY-B PG64-22 (EXEMPT)	TON	46	$ 350.00	$ 16,100.00	204%	$ 250.00	$ 11,500.00	117%	$ 335.00	$ 15,410.00	191%
64	COG-SD1 7058	D-GR HMA TY-D SAC-B PG76-22	TON	7,663	$ 138.00	$ 1,057,494.00	-1%	$ 160.00	$ 1,226,080.00	14%	$ 160.00	$ 1,226,080.00	14%
65	COG-SD2 7001	EXCAV (ROADWAY)	CY	40	$ 45.00	$ 1,800.00	-10%	$ 220.00	$ 8,800.00	340%	$ 115.00	$ 4,600.00	130%
66	COG-SD3 7003	EMBANK (FNL)(OC)(TY B)	CY	452	$ 40.00	$ 18,080.00	-11%	$ 65.00	$ 29,380.00	44%	$ 65.00	$ 29,380.00	44%
67	COG-SD4 7179	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS	CY	84	$ 150.00	$ 12,600.00	173%	$ 65.00	$ 5,460.00	18%	$ 175.00	$ 14,700.00	218%
68	COG-SD5 7008	REFL PAV MRK TY I (W)6"(DOT)(090MIL)	LF	109	$ 1.00	$ 109.00	-50%	$ 5.00	$ 545.00	150%	$ 3.00	$ 327.00	50%
69	COG-SD5 7023	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	LF	5,195	$ 1.10	$ 5,714.50	-51%	$ 1.40	$ 7,273.00	-38%	$ 1.50	$ 7,792.50	-33%
70	COG-SD5 7035	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	LF	1,210	$ 9.00	$ 10,890.00	-25%	$ 10.00	$ 12,100.00	-17%	$ 15.00	$ 18,150.00	25%
71	COG-SD5 7041	REFL PAV MRK TY I (W)(ARROW)(090MIL)	EA	58	$ 170.00	$ 9,860.00	-19%	$ 250.00	$ 14,500.00	19%	$ 285.00	$ 16,530.00	36%
72	COG-SD5 7044	REFL PAV MRK TY I (W)(DBL ARROW)(090MIL)	EA	1	$ 220.00	$ 220.00	2%	$ 600.00	$ 600.00	179%	$ 435.00	$ 435.00	102%
73	COG-SD5 7065	REFL PAV MRK TY I (W)(WORD)(090MIL)	EA	52	$ 180.00	$ 9,360.00	-27%	$ 285.00	$ 14,820.00	16%	$ 285.00	$ 14,820.00	16%
74	COG-SD5 7172	RE PM TY II (W) 6" (BRK)	LF	5,130	$ 0.33	$ 1,692.90	-45%	$ 1.00	$ 5,130.00	67%	$ 1.00	$ 5,130.00	67%
75	COG-SD5 7173	RE PM TY II (W) 6" (DOT)	LF	109	$ 0.50	$ 54.50	-75%	$ 2.50	$ 272.50	25%	$ 3.00	$ 327.00	50%
76	COG-SD5 7175	RE PM TY II (W) 6" (SLD)	LF	8,757	$ 0.30	$ 2,627.10	-67%	$ 1.00	$ 8,757.00	11%	$ 1.00	$ 8,757.00	11%
77	COG-SD5 7179	RE PM TY II (W) 8" (SLD)	LF	5,195	$ 0.40	$ 2,078.00	-60%	$ 1.00	$ 5,195.00	0%	$ 1.00	$ 5,195.00	0%
78	COG-SD5 7184	RE PM TY II (W) 24" (SLD)	LF	1,210	$ 2.00	$ 2,420.00	-71%	$ 5.00	$ 6,050.00	-29%	$ 6.00	$ 7,260.00	-14%
79	COG-SD5 7186	RE PM TY II (W) (ARROW)	EA	62	$ 20.00	$ 1,240.00	-85%	$ 120.00	$ 7,440.00	-8%	$ 145.00	$ 8,990.00	12%
80	COG-SD5 7194	RE PM TY II (W) (WORD)	EA	56	$ 25.00	$ 1,400.00	-83%	$ 150.00	$ 8,400.00	0%	$ 145.00	$ 8,120.00	-3%
81	COG-SD5 7211	RE PM TY II (Y) 6" (BRK)	LF	93	$ 0.25	$ 23.25	-60%	$ 7.00	$ 651.00	1011%	$ 1.00	$ 93.00	59%
82	COG-SD5 7213	RE PM TY II (Y) 6" (SLD)	LF	1,272	$ 0.25	$ 318.00	-50%	$ 1.00	$ 1,272.00	100%	$ 1.00	$ 1,272.00	100%
83	COG-SD5 7407	REFL PAV MRK TY I (W)6"(BRK)(090MIL)	LF	5,130	$ 0.85	$ 4,360.50	31%	$ 1.50	$ 7,695.00	131%	$ 1.00	$ 5,130.00	54%
84	COG-SD5 7410	REFL PAV MRK TY I (W)6"(SLD)(090MIL)	LF	8,757	$ 0.85	$ 7,443.45	-41%	$ 1.50	$ 13,135.50	3%	$ 1.00	$ 8,757.00	-31%
85	COG-SD5 7419	REFL PAV MRK TY I (Y)6"(BRK)(090MIL)	LF	93	$ 0.95	$ 88.35	-5%	$ 5.00	$ 465.00	400%	$ 1.00	$ 93.00	0%
86	COG-SD5 7422	REFL PAV MRK TY I (Y)6"(SLD)(090MIL)	LF	1,272	$ 0.80	$ 1,017.60	-52%	$ 1.50	$ 1,908.00	-9%	$ 1.00	$ 1,272.00	-39%
87	COG-SD6 7187	RE PM TY II (W) (DBL ARROW)	EA	1	$ 30.00	$ 30.00	-79%	$ 250.00	$ 250.00	79%	$ 215.00	$ 215.00	54%
88	COG-TCP1 7001	VIDEO DVD OF THE PROJECT AREA PRIOR TO AND AFTER CONSTRUCTION	LS	1	$ 500.00	$ 500.00	-75%	$ 15,000.00	$ 15,000.00	650%	$ 6,000.00	$ 6,000.00	200%
89	COG-WW1 7001	ADJUST MANHOLE	EA	1	$ 1,800.00	$ 1,800.00	-28%	$ 2,500.00	$ 2,500.00	0%	$ 4,000.00	$ 4,000.00	60%
90	GUSL-25-BA, GUSL-25-DB1	25' STREETLIGHT POLE AND MAST ARM ASSEMBLY (250W EQ LED)(SINGLE ARM)(BRUSHED ALUM)	EA	4	$ 3,000.00	$ 12,000.00	-57%	$ 6,500.00	$ 26,000.00	-7%	$ 9,500.00	$ 38,000.00	36%
91	GUSL-35-BA, GUSL-35-DB1	35' STREETLIGHT POLE AND MAST ARM ASSEMBLY (250W EQ LED)(SINGLE ARM)(BRUSHED ALUM)	EA	35	$ 4,000.00	$ 140,000.00	-43%	$ 6,500.00	$ 227,500.00	-7%	$ 11,250.00	$ 393,750.00	61%
92	GUSL-35-BA, GUSL-35-DB2	35' STREETLIGHT POLE AND MAST ARM ASSEMBLY (250W EQ LED)(DOUBLE ARM)(BRUSHED ALUM)	EA	32	$ 5,000.00	$ 160,000.00	-38%	$ 6,500.00	$ 208,000.00	-19%	$ 13,125.00	$ 420,000.00	64%
93	GUSL-CF-A, GUSL-CF-AR	CONCRETE FOUNDATION FOR STREETLIGHT POLE (24" x 84")	EA	71	$ 2,800.00	$ 198,800.00	100%	$ 6,750.00	$ 479,250.00	382%	$ 4,950.00	$ 351,450.00	254%
94	PER CITY SPEC/DRAWING	FINGER MODE PER CITY SPEC.	EA	7	$ 4,000.00	$ 28,000.00	-38%	$ 7,500.00	$ 52,500.00	15%	$ 675.00	$ 4,725.00	-90%
95	PER MANUFACTURER SPEC	DURALITE ILLUMINATION GROUND BOX	EA	103	$ 1,950.00	$ 200,850.00	30%	$ 5,000.00	$ 515,000.00	233%	$ 5,500.00	$ 566,500.00	267%
96	505 7001	TMA (Stationary)	DAY	350	$ 200.00	$ 70,000.00	0%	$ 250.00	$ 87,500.00	25%	$ 250.00	$ 87,500.00	25%
97	164 7020	HYDRO MULCH SEED (PERM_URBAN_CLAY)	LF	2,720	$ 1.50	$ 4,080.00	50%	$ 3.00	$ 8,160.00	200%	$ 3.00	$ 8,160.00	200%
TOTAL OF ALL PRICES (ITEMS 1-97)						$ 5,286,321.90			$ 8,438,140.65			$ 9,251,938.50	
		BASE BID SUBTOTAL COST ADJUSTED FOR CORRECTNESS				$ 5,286,321.90			$ 8,438,140.65			$ 9,251,938.50	
		BASE BID SUBTOTAL COST IN PROPOSAL				$5,286,321.90			$8,445,370.65			$9,259,168.50	
		ADJUSTMENT DIFFERENCE				$0.00			$7,230.00			$7,230.00	
ALTERNATE BID													
A1	500 7001	MOBILIZATION	LS	1	$ 75,000.00	$ 75,000.00	-9%	$ 300,000.00	$ 300,000.00	262%	$ 55,000.00	$ 55,000.00	-34%
A2	COG- LS1 7001	ROOT BARRIER; DEEPROOT, SIZE: 24"	LF	1,539	$ 17.00	$ 26,163.00	209%	$ 17.00	$ 26,163.00	209%	$ 22.00	$ 33,858.00	300%
A3	COG- LS2 7001	STAMPED CONCRETE W/ INTEGRAL COLOR TO MA	SF	29,357	$ 12.00	$ 352,284.00	26%	$ 35.00	$ 1,027,495.00	268%	$ 22.00	$ 645,854.00	132%
A4	COG- LS3 7001	BROOM FINISH CONCRETE	SF	-922	$ 6.50	$ (5,993.00)	-24%	$ 7.00	$ (6,454.00)	-18%	$ 16.00	$ (14,752.00)	88%
A5	COG- LS4 7002	MEXICAN SYCMORE 3" CALIPER TREE INCLUDES EX	EA	-1	$ 1,000.00	$ (1,000.00)	-50%	$ 2,200.00	$ (2,200.00)	10%	$ 1,500.00	$ (1,500.00)	-25%
A6	COG- LS5 7001	LANDSCAPE BED MIX	SF	-35,470	$ 2.50	$ (88,675.00)	-50%	$ 5.20	$ (184,444.00)	4%	$ 2.50	$ (88,675.00)	-50%
A7	COG- LS5 7002	SCREENED SANDY LOAM SOIL MIX	SF	117,210.0	$ 1.25	$ 146,512.50	-69%	$ 3.50	$ 410,235.00	-13%	$ 2.50	$ 293,025.00	-38%
A8	COG- LS7 7001	SILVA CELL "2X" SYSTEM	EA	4,873	$ 75.00	$ 365,475.00	-63%	$ 240.00	$ 1,169,520.00	20%	$ 2.50	$ 12,182.50	-99%
A9	COG-G3 7026	RMV (6") TRT/UNTRT BASE & ASPH PAV	SY	-1,890	$ 6.50	$ (12,285.00)	8%	$ 10.00	$ (18,900.00)	67%	$ 10.00	$ (18,900.00)	67%
A10	COG-G3 7044	RMV (24") TRT/UNTRT BASE & ASPH PAV	SY	1,911	$ 22.00	$ 42,042.00	83%	$ 35.00	$ 66,885.00	192%	$ 30.00	$ 57,330.00	150%
A11	COG-SD2 7001	EXCAV (ROADWAY)	CY	2,015	$ 28.00	$ 56,420.00	-44%	$ 26.00	$ 52,390.00	-48%	$ 30.00	$ 60,450.00	-40%
TOTAL OF ALL PRICES (ITEMS A1-A11)						$ 955,943.50			$ 2,840,690.00			$ 1,033,872.50	
		ALTERNATE BID SUBTOTAL COST ADJUSTED FOR CORRECTNESS				$ 955,943.50			$ 2,840,690.00			$ 1,033,872.50	
		ALTERNATE BID SUBTOTAL COST IN PROPOSAL				$955,943.50			$2,840,690.00			$1,033,872.50	
		ADJUSTMENT DIFFERENCE				$0.00			$0.00			$0.00	
		BASE & ALTERNATE BID COST ADJUSTED FOR CORRECTNESS				$ 6,242,265.40			$ 11,278,830.65			$ 10,285,811.00	
		BASE & ALTERNATE COST IN PROPOSAL				$6,242,265.40			$11,286,060.65			$10,293,041.00	
		ADJUSTMENT DIFFERENCE				$0.00			-$7,230.00			-$7,230.00	
		Bid Bond				Yes			Yes			Yes	
		Project Experience				Yes			Yes			Yes	
		Acknowledge Addendums 1-3				Yes			Yes			Yes	

Bid Summary

BID ITEM	ITEM CODE	DESCRIPTION	UNIT MEASURE	BID QUANTITY	Patin			PSRE LLC (Larry Young Paving)		
					UNIT COST	AMOUNT BID	COST % DIFF.	UNIT COST	AMOUNT BID	COST % DIFF.
WILLIAMS DRIVE ILLUMINATION PLAN										
1	COG	Insurance, Bonds and Move-In Related Expenses not to exceed 5% of Total Bid	LS	1	$ 150,000.00	$ 150,000.00	20%	$ 48,000.00	$ 48,000.00	-62%
2	COG	City of Georgetown Owner Allowance (only used for Owner and/or Engineer directed modifications or improvmements)	LS	1	$ 225,000.00	$ 225,000.00	0%	$ 225,000.00	$ 225,000.00	0%
3	168 7001	VEGETATIVE WATERING	TGL	56	$ 100.00	$ 5,600.00	67%	$ 140.00	$ 7,840.00	133%
4	310 7001	PRIME COAT (AE-P)	GAL	17	$ 32.00	$ 544.00	220%	$ 82.00	$ 1,394.00	720%
5	354 7002	PLANE & TEXT ASPH CONC PAV(0" TO 2")	SY	68969	$ 2.00	$ 137,938.00	0%	$ 2.00	$ 137,938.00	0%
6	416 7044	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	14	$ 500.00	$ 7,000.00	25%	$ 370.00	$ 5,180.00	-8%
7	500 7001	MOBILIZATION (5% OF ALL ITEMS)	LS	1.0	$ 80,000.00	$ 80,000.00	-69%	$ 250,000.00	$ 250,000.00	-3%
8	503 7002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	$ 12,500.00	$ 25,000.00	-17%	$ 1,900.00	$ 3,800.00	-87%
9	529 7001	CONC CURB (TY I)	LF	250	$ 25.00	$ 6,250.00	25%	$ 23.00	$ 5,750.00	15%
10	529 7002	CONC CURB (TY II)	LF	10,549	$ 25.00	$ 263,725.00	0%	$ 22.00	$ 232,078.00	-12%
11	529 7008	CONC CURB & GUTTER (TY I)	LF	150	$ 25.00	$ 3,750.00	-17%	$ 35.00	$ 5,250.00	17%
12	531 7004	CURB RAMP TY 1	EA	2	$ 3,500.00	$ 7,000.00	75%	$ 2,100.00	$ 4,200.00	5%
13	536 7002	CONC MEDIAN	SY	1,345	$ 95.00	$ 127,775.00	-37%	$ 130.00	$ 174,850.00	-13%
14	618 7030	CONDT (PVC) (SCH 40) (2")	LF	10,545	$ 16.00	$ 168,720.00	-20%	$ 12.00	$ 126,540.00	-40%
15	618 7031	CONDT (PVC) (SCH 40) (2") (BORE)	LF	5,655	$ 50.00	$ 282,750.00	25%	$ 25.00	$ 141,375.00	-38%
16	618 7036	CONDT (PVC) (SCH 40) (3")	LF	15	$ 60.00	$ 900.00	126%	$ 28.00	$ 420.00	6%
17	618 7061	CONDT (PVC) (SCH 80) (3") (BORE)	LF	125	$ 65.00	$ 8,125.00	97%	$ 39.00	$ 4,875.00	18%
18	620 7007	ELEC CONDR (NO.8) BARE	LF	17,350	$ 2.00	$ 34,700.00	1%	$ 1.75	$ 30,362.50	-12%
19	620 7008	ELECTRICAL CONDUCTORS (NO.8) (INSULATED)	LF	36,640	$ 2.20	$ 80,608.00	2%	$ 2.50	$ 91,600.00	16%
20	624 7008	GROUND BOX TY D (162922)W/APRON	EA	1	$ 3,000.00	$ 3,000.00	82%	$ 2,100.00	$ 2,100.00	27%
21	644 7004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	11	$ 1,250.00	$ 13,750.00	54%	$ 1,100.00	$ 12,100.00	36%
22	644 7012	IN SM RD SN SUP&AM TY10BWG(1)SB(T)	EA	18	$ 1,250.00	$ 22,500.00	62%	$ 1,200.00	$ 21,600.00	56%
23	672 7002	REFL PAV MRKR TY I-C	EA	263	$ 8.00	$ 2,104.00	60%	$ 7.50	$ 1,972.50	50%
24	672 7004	REFL PAV MRKR TY II-A-A	EA	64	$ 8.00	$ 512.00	33%	$ 7.50	$ 480.00	25%
25	672 7006	REFL PAV MRKR TY II-C-R	EA	231	$ 8.00	$ 1,848.00	33%	$ 7.50	$ 1,732.50	25%
26	677 7010	ELIM EXT PM & MRKS (DBL ARROW)	EA	1	$ 750.00	$ 750.00	715%	$ 900.00	$ 900.00	878%
27	680 7002	INSTALL HWY TRF SIG (ISOLATED)	EA	1	$ 20,000.00	$ 20,000.00	-20%	$ 14,000.00	$ 14,000.00	-44%
28	680 7004	REMOVING TRAFFIC SIGNALS	EA	1	$ 10,000.00	$ 10,000.00	14%	$ 7,800.00	$ 7,800.00	-11%
29	681 7001	TEMP TRAF SIGNALS	EA	1	$ 36,000.00	$ 36,000.00	350%	$ 14,000.00	$ 14,000.00	75%
30	684 7007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	320	$ 5.00	$ 1,600.00	150%	$ 1.75	$ 560.00	-13%
31	684 7031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	405	$ 6.00	$ 2,430.00	76%	$ 2.75	$ 1,113.75	-19%
32	684 7033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	110	$ 6.00	$ 660.00	71%	$ 3.00	$ 330.00	-14%
33	684 7036	TRF SIG CBL (TY A)(14 AWG)(10 CONDR)	LF	320	$ 7.00	$ 2,240.00	56%	$ 4.50	$ 1,440.00	0%
34	684 7046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	LF	155	$ 12.00	$ 1,860.00	80%	$ 6.75	$ 1,046.25	2%
35	3006 7001	UNDERSEAL COURSE	GAL	13,933	$ 7.00	$ 97,531.00	84%	$ 4.75	$ 66,181.75	25%
36	3007 7001	BONDING COURSE	GAL	86	$ 10.00	$ 860.00	208%	$ 4.50	$ 387.00	38%
37	9999 9999	FURNISH AND INSTALL 5/16" 7 WIRE STRAND (SIEMENS-MARTIN) ZINC COATED STEEL WIRE STRAND	LF	510	$ 10.00	$ 5,100.00	186%	$ 3.50	$ 1,785.00	0%
38	9999 9999	FURNISH AND INSTALL THRUGREEN ETHERNET MODEM OR CITY OF GEORGETOWN APPROVED EQUIVALENT TO THE EXISTING CABINET	EA	1	$ 15,000.00	$ 15,000.00	275%	$ 7,100.00	$ 7,100.00	78%
39	COG- LS1 7001	ROOT BARRIER; DEEPROOT, SIZE: 24"	LF	7,324	$ 11.00	$ 80,564.00	100%	$ 32.00	$ 234,368.00	482%
40	COG- LS2 7001	STAMPED CONCRETE W/ INTEGRAL COLOR TO MATCH EXISTING PAVERS	SF	12,678	$ 8.00	$ 101,424.00	-16%	$ 13.00	$ 164,814.00	37%
41	COG- LS3 7001	BROOM FINISH CONCRETE (APPROX. 12" WIDE-TO TIE INTO CURB)	SF	13,469	$ 2.00	$ 26,938.00	-76%	$ 11.00	$ 148,159.00	29%
42	COG- LS4 7001	CEDAR ELM 3" CALIPER TREE INCLUDES EXCAVATION	EA	14	$ 675.00	$ 9,450.00	-66%	$ 1,400.00	$ 19,600.00	-30%
43	COG- LS4 7002	MEXICAN SYCMORE 3" CALIPER TREE INCLUDES EXCAVATION	EA	9	$ 1,300.00	$ 11,700.00	-35%	$ 1,600.00	$ 14,400.00	-20%
44	COG- LS4 7003	CHINQUAPIN OAK 3" CALIPER TREE INCLUDES EXCAVATION	EA	35	$ 1,000.00	$ 35,000.00	-50%	$ 1,500.00	$ 52,500.00	-25%
45	COG- LS4 7004	MONTERREY OAK 3" CALIPER TREE INCLUDES EXCAVATION	EA	12	$ 950.00	$ 11,400.00	-53%	$ 1,600.00	$ 19,200.00	-20%
46	COG- LS4 7005	SHUMARD OAK 3" CALIPER TREE INCLUDES EXCAVATION	EA	18	$ 700.00	$ 12,600.00	-65%	$ 1,400.00	$ 25,200.00	-30%
47	COG- LS5 7001	LANDSCAPE BED MIX	SF	35,470	$ 3.00	$ 106,410.00	-40%	$ 5.75	$ 203,952.50	15%
48	COG- LS6 7001	IRRIGATION	LS	1	$ 90,000.00	$ 90,000.00	20%	$ 65,000.00	$ 65,000.00	-13%
49	COG-C4 7008	CONC CURB AND GUTTER	LF	7,746	$ 25.00	$ 193,650.00	-17%	$ 34.00	$ 263,364.00	13%
50	COG-C5 7002	CONC SIDEWALKS (5")	SY	71	$ 75.00	$ 5,325.00	-25%	$ 120.00	$ 8,520.00	20%
51	COG-CIP15 7001	PROJECT IDENTIFICATION SIGNAGE	EA	2	$ 2,000.00	$ 4,000.00	300%	$ 2,200.00	$ 4,400.00	340%
52	COG-G1 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	11	$ 5,000.00	$ 55,000.00	-29%	$ 8,700.00	$ 95,700.00	24%
53	COG-G2 7002	PREPARING ROW	STA	108.7	$ 1,000.00	$ 108,700.00	-80%	$ 2,700.00	$ 293,490.00	-46%
54	COG-G3 7017	REMOVING CONC (CURB & GUTTER)	LF	125	$ 25.00	$ 3,125.00	-17%	$ 14.00	$ 1,750.00	-53%
55	COG-G3 7026	RMV (6") TRT/UNTRT BASE & ASPH PAV	SY	6,045	$ 20.00	$ 120,900.00	233%	$ 9.50	$ 57,427.50	58%
56	COG-G3 7044	RMV (24") TRT/UNTRT BASE & ASPH PAV	SY	4,134	$ 30.00	$ 124,020.00	150%	$ 32.00	$ 132,288.00	167%
57	COG-G6 7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	168	$ 4.00	$ 672.00	-38%	$ 4.75	$ 798.00	-27%
58	COG-G6 7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	168	$ 1.00	$ 168.00	-50%	$ 1.50	$ 252.00	-25%
59	COG-G6 7003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	15	$ 40.00	$ 600.00	-50%	$ 69.00	$ 1,035.00	-14%
60	COG-G6 7011	ROCK FILTER DAMS (REMOVE)	LF	15	$ 10.00	$ 150.00	-50%	$ 21.00	$ 315.00	5%
61	COG-G7 7001	FURN & PLACE TOPSOIL (4")	SY	94	$ 10.00	$ 940.00	-94%	$ 21.00	$ 1,974.00	-88%
62	COG-G7 7002	BLOCK SODDING	SY	94	$ 15.00	$ 1,410.00	257%	$ 11.00	$ 1,034.00	162%
63	COG-SD1 7003	D-GR HMA TY-B PG64-22 (EXEMPT)	TON	46	$ 270.00	$ 12,420.00	135%	$ 290.00	$ 13,340.00	152%
64	COG-SD1 7058	D-GR HMA TY-D SAC-B PG76-22	TON	7,663	$ 154.00	$ 1,180,102.00	10%	$ 130.00	$ 996,190.00	-7%
65	COG-SD2 7001	EXCAV (ROADWAY)	CY	40	$ 50.00	$ 2,000.00	0%	$ 34.00	$ 1,360.00	-32%
66	COG-SD3 7003	EMBANK (FNL)(OC)(TY B)	CY	452	$ 50.00	$ 22,600.00	11%	$ 18.00	$ 8,136.00	-60%
67	COG-SD4 7179	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS	CY	84	$ 100.00	$ 8,400.00	82%	$ 250.00	$ 21,000.00	355%
68	COG-SD5 7008	REFL PAV MRK TY I (W)6"(DOT)(090MIL)	LF	109	$ 3.00	$ 327.00	50%	$ 5.50	$ 599.50	175%
69	COG-SD5 7023	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	LF	5,195	$ 2.00	$ 10,390.00	-11%	$ 1.50	$ 7,792.50	-33%
70	COG-SD5 7035	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	LF	1,210	$ 15.00	$ 18,150.00	25%	$ 11.00	$ 13,310.00	-8%
71	COG-SD5 7041	REFL PAV MRK TY I (W)(ARROW)(090MIL)	EA	58	$ 300.00	$ 17,400.00	43%	$ 190.00	$ 11,020.00	-10%
72	COG-SD5 7044	REFL PAV MRK TY I (W)(DBL ARROW)(090MIL)	EA	1	$ 350.00	$ 350.00	63%	$ 690.00	$ 690.00	221%
73	COG-SD5 7065	REFL PAV MRK TY I (W)(WORD)(090MIL)	EA	52	$ 300.00	$ 15,600.00	22%	$ 310.00	$ 16,120.00	27%
74	COG-SD5 7172	RE PM TY II (W) 6" (BRK)	LF	5,130	$ 1.00	$ 5,130.00	67%	$ 1.50	$ 7,695.00	150%
75	COG-SD5 7173	RE PM TY II (W) 6" (DOT)	LF	109	$ 3.00	$ 327.00	50%	$ 1.50	$ 163.50	-25%
76	COG-SD5 7175	RE PM TY II (W) 6" (SLD)	LF	8,757	$ 1.00	$ 8,757.00	11%	$ 1.50	$ 13,135.50	67%
77	COG-SD5 7179	RE PM TY II (W) 8" (SLD)	LF	5,195	$ 1.00	$ 5,195.00	0%	$ 1.00	$ 5,195.00	0%
78	COG-SD5 7184	RE PM TY II (W) 24" (SLD)	LF	1,210	$ 7.00	$ 8,470.00	0%	$ 5.50	$ 6,655.00	-21%
79	COG-SD5 7186	RE PM TY II (W) (ARROW)	EA	62	$ 250.00	$ 15,500.00	92%	$ 130.00	$ 8,060.00	0%
80	COG-SD5 7194	RE PM TY II (W) (WORD)	EA	56	$ 250.00	$ 14,000.00	67%	$ 150.00	$ 8,400.00	0%
81	COG-SD5 7211	RE PM TY II (Y) 6" (BRK)	LF	93	$ 1.00	$ 93.00	59%	$ 2.75	$ 255.75	337%
82	COG-SD5 7213	RE PM TY II (Y) 6" (SLD)	LF	1,272	$ 1.00	$ 1,272.00	100%	$ 1.50	$ 1,908.00	200%
83	COG-SD5 7407	REFL PAV MRK TY I (W)6"(BRK)(090MIL)	LF	5,130	$ 1.00	$ 5,130.00	54%	$ 1.50	$ 7,695.00	131%
84	COG-SD5 7410	REFL PAV MRK TY I (W)6"(SLD)(090MIL)	LF	8,757	$ 1.00	$ 8,757.00	-31%	$ 1.50	$ 13,135.50	3%
85	COG-SD5 7419	REFL PAV MRK TY I (Y)6"(BRK)(090MIL)	LF	93	$ 1.00	$ 93.00	0%	$ 2.75	$ 255.75	175%
86	COG-SD5 7422	REFL PAV MRK TY I (Y)6"(SLD)(090MIL)	LF	1,272	$ 1.00	$ 1,272.00	-39%	$ 1.50	$ 1,908.00	-9%
87	COG-SD6 7187	RE PM TY II (W) (DBL ARROW)	EA	1	$ 500.00	$ 500.00	257%	$ 280.00	$ 280.00	100%
88	COG-TCP1 7001	VIDEO DVD OF THE PROJECT AREA PRIOR TO AND AFTER CONSTRUCTION	LS	1	$ 500.00	$ 500.00	-75%	$ 1,200.00	$ 1,200.00	-40%
89	COG-WW1 7001	ADJUST MANHOLE	EA	1	$ 2,500.00	$ 2,500.00	0%	$ 3,000.00	$ 3,000.00	20%
90	GUSL-25-BA, GUSL-25-DB1	25' STREETLIGHT POLE AND MAST ARM ASSEMBLY (250W EQ LED)(SINGLE ARM)(BRUSHED ALUM)	EA	4	$ 4,000.00	$ 16,000.00	-43%	$ 4,400.00	$ 17,600.00	-37%
91	GUSL-35-BA, GUSL-35-DB1	35' STREETLIGHT POLE AND MAST ARM ASSEMBLY (250W EQ LED)(SINGLE ARM)(BRUSHED ALUM)	EA	35	$ 5,000.00	$ 175,000.00	-29%	$ 5,100.00	$ 178,500.00	-27%
92	GUSL-35-BA, GUSL-35-DB2	35' STREETLIGHT POLE AND MAST ARM ASSEMBLY (250W EQ LED)(DOUBLE ARM)(BRUSHED ALUM)	EA	32	$ 6,000.00	$ 192,000.00	-25%	$ 6,600.00	$ 211,200.00	-18%
93	GUSL-CF-A, GUSL-CF-AR	CONCRETE FOUNDATION FOR STREETLIGHT POLE (24" x 84")	EA	71	$ 2,000.00	$ 142,000.00	43%	$ 1,600.00	$ 113,600.00	14%
94	PER CITY SPEC/DRAWING	FINGER MODE PER CITY SPEC.	EA	7	$ 15,000.00	$ 105,000.00	131%	$ 1,100.00	$ 7,700.00	-83%
95	PER MANUFACTURER SPEC	DURALITE ILLUMINATION GROUND BOX	EA	103	$ 1,500.00	$ 154,500.00	0%	$ 1,500.00	$ 154,500.00	0%
96	505 7001	TMA (Stationary)	DAY	350	$ 450.00	$ 157,500.00	125%	$ 280.00	$ 98,000.00	40%
97	164 7020	HYDRO MULCH SEED (PERM_URBAN_CLAY)	LF	2,720	$ 2.00	$ 5,440.00	100%	$ 0.75	$ 2,040.00	-25%
TOTAL OF ALL PRICES (ITEMS 1-97)						$ 5,269,951.00			$ 5,414,262.25	
		BASE BID SUBTOTAL COST ADJUSTED FOR CORRECTNESS				$ 5,269,951.00			$ 5,414,262.25	
		BASE BID SUBTOTAL COST IN PROPOSAL				$5,274,771.00			$5,416,069.75	
		ADJUSTMENT DIFFERENCE				$4,820.00			$1,807.50	
ALTERNATE BID										
A1	500 7001	MOBILIZATION	LS	1	$ 25,000.00	$ 25,000.00	-70%	$ 80,000.00	$ 80,000.00	-3%
A2	COG- LS1 7001	ROOT BARRIER; DEEPROOT, SIZE: 24"	LF	1,539	$ 11.00	$ 16,929.00	100%	$ 32.00	$ 49,248.00	482%
A3	COG- LS2 7001	STAMPED CONCRETE W/ INTEGRAL COLOR TO MA	SF	29,357	$ 8.00	$ 234,856.00	-16%	$ 13.00	$ 381,641.00	37%
A4	COG- LS3 7001	BROOM FINISH CONCRETE	SF	-922	$ 2.00	$ (1,844.00)	-76%	$ 11.00	$ (10,142.00)	29%
A5	COG- LS4 7002	MEXICAN SYCMORE 3" CALIPER TREE INCLUDES EX	EA	-1	$ 1,300.00	$ (1,300.00)	-35%	$ 1,600.00	$ (1,600.00)	-20%
A6	COG- LS5 7001	LANDSCAPE BED MIX	SF	-35,470	$ 3.00	$ (106,410.00)	-40%	$ 5.50	$ (195,085.00)	10%
A7	COG- LS5 7002	SCREENED SANDY LOAM SOIL MIX	SF	117,210.0	$ 1.00	$ 117,210.00	-75%	$ 2.50	$ 293,025.00	-38%
A8	COG- LS7 7001	SILVA CELL "2X" SYSTEM	EA	4,873	$ 345.00	$ 1,681,185.00	73%	$ 682.00	$ 3,323,386.00	241%
A9	COG-G3 7026	RMV (6") TRT/UNTRT BASE & ASPH PAV	SY	-1,890	$ 20.00	$ (37,800.00)	233%	$ 9.50	$ (17,955.00)	58%
A10	COG-G3 7044	RMV (24") TRT/UNTRT BASE & ASPH PAV	SY	1,911	$ 30.00	$ 57,330.00	150%	$ 31.00	$ 59,241.00	158%
A11	COG-SD2 7001	EXCAV (ROADWAY)	CY	2,015	$ 50.00	$ 100,750.00	0%	$ 33.00	$ 66,495.00	-34%
TOTAL OF ALL PRICES (ITEMS A1-A11)						$ 2,085,906.00			$ 4,028,254.00	
		ALTERNATE BID SUBTOTAL COST ADJUSTED FOR CORRECTNESS				$ 2,085,906.00			$ 4,028,254.00	
		ALTERNATE BID SUBTOTAL COST IN PROPOSAL				$2,085,906.00			$4,028,254.00	
		ADJUSTMENT DIFFERENCE				$0.00			$0.00	
		BASE & ALTERNATE BID COST ADJUSTED FOR CORRECTNESS				$ 7,355,857.00			$ 9,442,516.25	
		BASE & ALTERNATE COST IN PROPOSAL				$7,360,677.00			$9,444,323.75	
		ADJUSTMENT DIFFERENCE				-$4,820.00			-$1,807.50	
		Bid Bond				Yes			Yes	
		Project Experience				Yes			Yes	
		Acknowledge Addendums 1-3				Yes			Yes	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Ridgecrest Rd
Dunman Dr
Power Rd
Ranch Rd
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Park Ln
Covenant Christian Academy
N Ih 35 Fwy
Chandler Park
Country Club Rd
Rivery Park And Trail
McCoy Middle School
Starview Dr
Republic Square
Wolf Ranch Pkwy
S Interstate 35
N Church St
Georgetown Country Club
W Morrow St
San Gabriel Village Open Space

City of Georgetown, Texas
City Council
June 23, 2026

SUBJECT:
Third Amendment to Task Order RPS-23-002 to Tetra Tech, Inc.

SUGGESTED ACTION:
Consideration and possible action to approve a Third Amendment to Task Order RPS-23-002 to Tetra Tech, Inc. for professional engineering services related to the design of Williams Drive Access Management, Illumination, and Shared Use Path/Slip Lane in the amount of $672,913.00 -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:
In December of 2022, the City Council approved a task order for Williams Drive Enhancement project that included access management improvements and safety lighting along the Williams Drive corridor (I-35 to Jim Hogg Road).

The First Amendment was no net increase, to reallocate funds from bidding and construction into Plans, Specifications, and Estimates.

The Second Amendment was adding waterline improvements, Right of Entry, survey, and easement work, along with geotechnical and subsurface utility survey.

This Third Task Order Amendment is needed because project delivery has been split into three coordinated construction packages: Illumination, Access Management, and Shared Use Path/Slip Lane. Each package requires additional design refinement, documentation, bidding support, and construction-phase services beyond the original scope of work. The projects now require separate delivery packages with additional TxDot/LGPP coordination, plan submittals, utility clearance documentation, traffic signal, public engagement during construction, and expanded bidding/construction support through project closeout.

The Illumination Project has held their Preconstruction meeting; Access management is awaiting council approval. The Slip Lane/ Shared Use Path is currently under design at 30% and in easement/right-of-way acquisition.

Staff Recommendation:

Staff has reviewed the additional scope and fee as presented and recommend approval on an amendment to Task Order RPS-23-002 for the additional services related to the Williams Drive Enhancement Project in the amount of $672,913.00.

FINANCIAL IMPACT:
Funds for this expenditure is budgeted and available in the current FY26 CIP Budget and sourced from the 2021 Voter Approved Road Bond PRJ000332

SUBMITTED BY:
Dustin Clarkson, Systems Engineering

ATTACHMENTS:
Williams Drive Amendment 3_TetraTech partially executed.pdf

EXHIBIT K, consisting of _____ pages, referred to in and part of the Master Services **Agreement between Owner and Tetra Tech Inc, formally RPS Infrastructure, Inc. ("Engineer") for Professional Services** – Task Order Edition dated August 9, 2022.

Third Amendment to Task Order No. RPS-23-002

1. Specific Project Data:
   $672,913.00 in funding will be required for additional scope of services needed to complete the Williams Drive Mobility Enhancements project including Illumination, Access Management, and Shared Use Path construction packages.
   (See below for Modifications to Services Fee Summary Table)

   A. Title: Williams Drive Mobility Enhancements

   B. Description:
   Additional services are required to be added to the Williams Drive Mobility Enhancements project to complete necessary design, bidding and construction tasks. These services are not part of Tetra Tech's original contract scope of services. Additional services include continued Project Management Support and coordination with TxDOT; additional plan set preparation (3 Separate Bid Packages); additional bidding and construction support; updated Local Government Project Procedures governance and document preparation; additional utility coordination and document governance; additional traffic signal design and ILSN modification.

   C. City of Georgetown Project Number: PRJ000332

   D. City of Georgetown General Ledger Account No.: CC0526, 120

   E. City of Georgetown Purchase Order No.: PO-2304168

   F. Master Services Agreement, Contract Number: 22-0109-MSA

2. Nature of Amendment

   ☑ Additional Services to be performed by Engineer

   ☑ Modifications to Payment to Engineer

   ☑ Modifications to Time(s) for rendering Services

3. Description of Modifications
   A. Engineer shall perform the following Additional Services:

   ILLUMINATION PROJECT:
   Additional scope involves continued coordination with TxDOT and updated document preparation following LGPP requirements; additional utility coordination and document

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preparation for utility tracking; and additional plan revision and bidding phase services for re-bidding the illumination project.

ACCESS MANAGEMENT PROJECT:
Additional scope involves continued coordination with TxDOT and updated document preparation following LGPP requirements; additional 90% submittal coordination, preparation, QA/QC, and comment resolution to accommodate shift in letting schedule; additional utility coordination and document preparation for utility tracking; and additional bidding and construction phase support services.

SHARED USE PATH, SLIP LANE & WATERLINE PROJECT:
Additional coordination, plan preparation, QA/QC, and comment resolution for a separate construction package; additional utility coordination and document preparation for utility tracking; continued project management and coordination with the City accommodating the letting schedule associated with the additional construction package; full traffic signal replacement design at Serenda Drive and ILSN modifications at River Bend and Rivery Blvd intersections; and additional bidding and construction phase support services.

B. For the modifications to Services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Modifications to Services Fee Summary Table:

Task	**Original Task Order Amount**	**Amendment #1 Amount**	**Amendment #2 Amount**	**Amendment #3 Amount**	**New Task Order Total**
1 - Project Management	$ 82,510.00	$ -	$ -	$ 54,630.00	$ 137,140.00
2 - Public Engagement	$ 296,602.50	$ -	$ -	$ 126,858.00	$ 423,460.50
3 - Environmental	$ 99,356.00	$ -	$ -	$ -	$ 99,356.00
4 - Data Gathering & Access Management Analysis	$ 601,909.00	$ -	$ -	$ -	$ 601,909.00
5 - Engineering Analysis & Schematic Development	$ 250,790.00	$ -	$ -	$ -	$ 250,790.00
6 - Plans, Specifications & Estimates	$ 719,840.00	$ 48,659.51	$ 137,761.14	$ 333,550.00	$1,239,810.65
7 - Illumination CSJ 0914-05-216	$ 199,133.42	$ -	$ -	$ 17,320.00	$ 216,453.42
8 - Bid & Construction	$ 73,575.00	$ (30,093.07)	$ -	$ 125,885.00	$ 169,366.93
9 - Waterline Improvements	$ -	$ -	$ 355,104.00	$ 14,670.00	$ 369,774.00
Other Direct Expenses	$ 46,900.00	$ (18,566.44)	$ -	$ -	$ 28,333.56
Total	$2,370,615.92	$ -	$ 492,865.14	$ 672,913.00	$3,536,394.06

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C. The schedule for rendering Services is modified as follows:

See Attachment C for Design Schedules

4. Attachments:

A	Scope of Third Amendment
A1	Studio 16:19 Scope of Services and Price Proposal for Landscaping and Tree Mitigation
B	Price Proposal Output Third Amendment
B1	CD&P Public Engagement Price Proposal
C	Design Schedule

Terms and Conditions: Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and the Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Task Order Amendment is _____.

OWNER:

By: _____

Name: Josh Schroeder

Title: Mayor

ENGINEER:

By: _____

Name: Kevin Hoffman

Title: Regional Director of Transportation

Engineer License or Firm's Certificate No. F-3924

State of: Texas

ATTEST:

_____

_____

City Secretary

APPROVED AS TO FORM:

_____

_____

City Attorney

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SCOPE OF SERVICES
WILLIAMS DRIVE MOBILITY ENHANCEMENTS PROJECT
AMENDMENT 3

GEORGETOWN, TEXAS

BACKGROUND

Tetra Tech will support the City of Georgetown in the planning and design of the Williams Drive Mobility Enhancements project from N. Austin Avenue to Jim Hogg Road that improves safety, mobility, and supports existing and future development along the corridor. Through previously completed planning and analysis, the project will be constructed in phases and includes constructing raised medians, street lighting, intersection and signal improvements, driveway reconfigurations, turn lanes, improved bike and pedestrian facilities, and landscaping along the corridor.

The design and construction phasing will incorporate City of Georgetown 2021 Road Bond and federal safety lighting funds from the Texas Department of Transportation (TxDOT), requiring coordination and approval of project deliverables with the TxDOT Austin District.

TASK DESCRIPTIONS

This engagement includes additional efforts in the coordination, design, preparation, bidding, and construction of three separate design packages.

The Illumination package (CSJ 0914-05-216) consists of continuous roadway illumination from Jim Hogg Road to DB Woods Road on the western limits of the Williams Drive study limits. This design package utilizes federal funding requiring project coordination, oversight, and approvals with TxDOT but will be bid and constructed by the City of Georgetown.

The Access Management package (CSJ 0914-05-202) consists of raised medians with landscaping, irrigation, illumination, signal modification, and intersection improvements including turn lanes, street resurfacing, signing and pavements markings from Serenda Drive to IH-35. This design package utilizes federal funding requiring project coordination, oversight, and approvals with TxDOT but will be bid and constructed by the City of Georgetown.

The Shared Use Path/Slip Lane package consists of new 8’-10’ shared use paths along the north side of Williams Drive, driveway modifications, tree mitigation, signal improvements, internally illuminated street name signs (ILSN), and utility verification and relocations. This design package utilizes City Road Bond funds and will be locally bid and constructed.

<u>TASK 1 – PROJECT MANAGEMENT</u>

The Engineer shall provide continued management of the team. coordination with the City, attendance at regularly scheduled meetings throughout the duration of the design beyond the originally anticipated completion dates. The Engineer shall follow approved QA/QC procedures for all project deliverables.

ILLUMINATION PACKAGE (Jim Hogg Road to Shell Road/DB Wood Road)

Project Management Support and Coordination

a. Additional coordination with the City of Georgetown and TxDOT following LGPP project requirements including meetings, updates, and revisions to TxDOT LGPP Checklists, forms, processes to obtain design, bid and construction phase approvals.
b. Coordination and review of additional plan submittals to the TxDOT Austin District covering the 60% submittal and Final Design Re-Bid submittal.
c. Continued weekly progress meetings, including agendas and updated progress notes, with the City of Georgetown beyond the originally anticipated completion date to discuss project status and outstanding items.

ACCESS MANAGEMENT PACKAGE (Serenada Drive to IH-35)

Project Management Support and Coordination

a. Additional coordination with the City of Georgetown and TxDOT following LGPP project requirements including meetings, updates, and revisions to TxDOT LGPP Checklists, forms, processes to obtain design, bid and construction phase approvals.
b. Coordination and review of an additional 90% plan submittal to the TxDOT Austin District to accommodate modified plans for removal of the Shared Use Path.
c. Continued weekly progress meetings, including agendas and updated progress notes, with the City of Georgetown beyond the originally anticipated completion date to discuss project status and outstanding items.

SHARED USE PATH/SLIP LANE PACKAGE (Serenada Drive to IH-35)

Project Management Support and Coordination

a. Continued bi-weekly progress meetings, including agendas and updated progress notes, with the City of Georgetown to discuss project status and outstanding items.
b. Coordination with the project team, including subconsultants, for final design development, right-of-way coordination and acquisition, public involvement, and landscape design/tree mitigation.
c. Preparation of monthly invoices, progress reports, and schedule updates for the design, bidding and construction durations of the shared use path/slip lane package.

TASK 2 – PUBLIC ENGAGEMENT (CD&P-LJA)

The Engineer shall support the City during construction of the Illumination, Access Management, and Shared Use Path/Slip Lane projects with public engagement activities for promotion and awareness to the public and identified stakeholders.

Project Administration

a. Coordination and attendance with City staff, TxDOT, and Contractor at monthly progress meetings during construction. Assume 1 meeting per month.
b. Preparation of status reports and invoicing for efforts completed within the monthly billing period.

Construction Launch Event – Meet the Contractor

a. Coordination and logistics planning for holding an informational meeting with the contractor for the public.
b. Coordinate promotional items (postcard mailer, mailing list, media release, City of Georgetown Newsletter content and graphics) and information with the City for publicizing the construction projects.
c. Develop materials including handouts, exhibits, webpage material, and project details for illustrating and enhancing public awareness.
d. Prepare for, set-up, and attend the meet the contractor event.
e. Prepare documentation and reporting of the outcome from the event including a log of public comments.

Project Materials During Construction

a. Develop and maintain a project fact sheet for the construction projects.
b. Develop and maintain website content of OpenGov. Assuming 6 updates
c. Prepare media release content for the City to use before and during construction. Assumed 2 media releases.

Stakeholder Communication

a. Continue to maintain and update the stakeholder database.
b. Email updated to stakeholders as needed.
c. Respond to calls or other inquiries from stakeholders as needed.
d. Support or lead door-to-door visits, phone calls and/or emails with the City, Contractor, and/or Engineer.
e. Attend critical stakeholder meetings, as needed, and prepare summaries for project documentation.

TASK 3 – ENVIRONMENTAL (TASK COMPLETE)

TASK 4 – DATA GATHERING & ACCESS MANAGEMENT ANALYSIS (TASK COMPLETE)

TASK 5 – ENGINEERING ANALYSIS & SCHEMATIC DEVELOPMENT (TASK COMPLETE)

TASK 6 – PLANS, SPECIFICATIONS & ESTIMATES

The Engineer shall continue development of the plans, specifications, and estimates (PS&E) for the Access Management and Shared Use Path/Slip Lane projects following TxDOT and City design criteria, specifications, and deliverable procedures for obtaining necessary approvals prior to bidding and construction.

ACCESS MANAGEMENT PACKAGE (Serenada Drive to IH-35)

Prepare Additional 60% Design Submittal

a. Per LGPP requirements, an additional 60% plan deliverable package is required beyond initial project coordination with the TxDOT Area Office and Ausin District staff. The Engineer shall

prepare the plans and necessary documents to meet the latest Local Government Project Procedures requirements including:

i. LGP – Project Development Checklist
ii. LG Bid Document/Project Manual
iii. Construction Plans
iv. Engineer's Estimate of Probable Construction Cost Summary Sheet
v. Construction Estimate
vi. TxDOT Form 1002
vii. Construction Schedule
viii. TxDOT Form 2229 – Significant Procedures
ix. Certifications
x. TxDOT Form 2699 – Liquidated Damages
xi. TxDOT – Austin District Project Development Manual IDF Checklist

Additional Utility Coordination and Project Documentation

a. Per new Austin District LGPP requirements, the Engineer shall coordinate with utility providers and prepare additional project documentation to obtain utility clearance for the project including:
   i. Prepare a Utility Status Report (USR) summarizing utility locations, status, and any necessary relocations within the project limits for the project control-section-job (CSJ) number.
   ii. Prepare Utility ID (UID) Request forms for all identified utilities present within the project limits. The Engineer shall coordinate and prepare up to 9 UID forms for the access management project.
   iii. Coordinate and obtain utility concurrence letters from all identified utility providers regarding clearance or notice of relocations.
   iv. The Engineer shall update the utility conflict matrix and submit all project data to TxDOT for concurrence and approval.

Additional Median and Landscaping Design

a. Update the previously approved median design to incorporate additional median openings, signage, and pavement markings at four locations.
b. Coordinate and prepare a bid alternative design to include additional hardscape and silva cell implementation within the median limits. (See Attachment A-1 for additional scope of services for Studio 16:19.)

<u>SHARED USE PATH/SLIP LANE PACKAGE (Serenada Drive to IH-35)</u>

Prepare Additional Construction Packages (90% and Final Submittals)

a. The shared use path and slip lane designs were removed from the access management package at the 60% stage to mitigate potential funding and schedule delays associated with easement acquisition and will be developed into a standalone bid package.
   i. Prepare 90% Submittal including:
      1. Title Sheet

2. Index of Sheets
3. General Notes
4. Summary of Quantities
5. Typical Sections
6. Traffic Control Narrative & Typical Sections
7. Traffic Control Advanced Warning Signs
8. Traffic Control Layouts
9. Traffic Control Standards
10. Horizontal Alignment Data Sheets
11. Removal Plan Layouts
12. Shared Use Path Layouts & Details (including Signing/Markings)
13. Slip Lane Layout & Details (including Signing/Markings)
14. Roadway and Shared Use Path Standards
15. Drainage Layouts/Driveway Culvert Modifications
16. Drainage Standards
17. Utility Layouts (Shared Use Path & Slip Lane)
18. Serenada Drive Mast Arm Signal Layouts & Details
19. River Bend Drive & Rivery Blvd ILSN Layouts & Details
20. Traffic Signal & Electrical Standards
21. Erosion Control Layouts & Details
22. Tree Mitigation/Planting Layouts & Details
23. Erosion Control & Tree Standards
24. Cross Sections

ii. Prepare the 90% construction cost estimate utilizing City specifications and bid items, and supplement with TxDOT specifications when applicable.

iii. Prepare the 90% construction schedule to determine phasing and contract time determination.

iv. Coordinate and prepare the project Bid Manual and associated sections meeting City of Georgetown Bidding requirements.

v. Develop comment resolution log for the 90% City review comments and update the plans and bid manual for the 100% Submittal.

vi. Prepare and submit the 100% Submittal including Final Construction Plans, Bid Manual, Cost Estimate, and Construction Schedule.

Additional ROW Coordination, Documentation, and Acquisition Assistance

a. The Engineer shall continue coordination with City staff and tracking of right-of-entry (ROE), parcel status, acquisitions, and temporary restraining orders (TRO) associated with easement acquisition for the shared use path and slip lane design, utility relocations, and construction. The Engineer shall:

   i. Update tracking for ROE, TRO, and Parcel status

   ii. Develop additional exhibits needed for property owner coordination associated with the easement and property impacts

   iii. Review outstanding parcel documents for the shared use path and slip lane

iv. Continue to coordinate with internal team (surveyor & public engagement staff) on tracking and status of tasks

Additional Utility Coordination and Relocation Assistance

a. The Engineer shall continue coordination and design services with utility providers along the limits of the shared use path and slip lane including:
   i. Verification of location of existing utilities through GIS and as-built data provided by utility providers
   ii. Update the utility conflict matrix to track clearances and relocations
   iii. Review relocation designs to mitigate conflicts with the proposed design
   iv. Update utility layouts to include current relocation design
   v. Obtain clearance letters and schedules for relocations to update the construction schedule's critical path
   vi. Review and verify placement of proposed relocations to mitigate impacts with the proposed construction sequencing

Prepare Water Pollution Abatement Plan (WPAP) Exception

a. The Engineer shall prepare the necessary engineering and technical documentation to complete the water quality and permitting required for clearance of the shared use path and slip lane design. Per prior coordination of with the Texas Commission on Environmental Quality (TCEQ), the Engineer shall coordinate, prepare, and submit a WPAP Exception to TCEQ in accordance with Edwards Aquifer Protection Program Recharge Zone design guidelines.

TASK 7 – ILLUMINATION

The Engineer shall continue development of the plans, specifications, and estimates (PS&E) for the Illumination project following TxDOT and City design criteria, specifications, and deliverable procedures for obtaining necessary approvals prior to bidding and construction.

ILLUMINATION PACKAGE (Jim Hogg Road to Shell Road/DB Wood Road)

Prepare Additional 60% Design Submittal & Re-bid Submittals

a. Per LGPP requirements, an additional 60% plan deliverable package is required beyond initial project coordination with the TxDOT Area Office and Ausin District staff. The Engineer shall prepare the plans and necessary documents to meet the latest Local Government Project Procedures requirements including:
   i. LGP – Project Development Checklist
   ii. LG Bid Document/Project Manual
   iii. Construction Plans
   iv. Engineer's Estimate of Probable Construction Cost Summary Sheet
   v. Construction Estimate
   vi. TxDOT Form 1002
   vii. Construction Schedule
   viii. TxDOT Form 2229 – Significant Procedures

ix. Certifications
x. TxDOT Form 2699 – Liquidated Damages
xi. TxDOT – Austin District Project Development Manual IDF Checklist

b. The Engineer shall prepare a Final Design Re-Bid submittal package and obtain all necessary approvals from TxDOT and the City of Georgetown.

Additional Utility Coordination and Project Documentation

a. Per new Austin District LGPP requirements, the Engineer shall coordinate with utility providers and prepare Utility ID (UID) Request forms for all identified utilities present within the project limits for the project control-section-job (CSJ) number. The Engineer shall coordinate and prepare up to 9 UID forms for the illumination project. The Engineer shall update the utility conflict matrix and submit all project data to TxDOT for concurrence and approval.

TASK 8 – BID & CONSTRUCTION

The Engineer shall provide bidding and construction phase services for the Illumination, Access Management, and Shared Use Path/Slip Lane projects. Additional compensation is needed for the bidding and construction of 3 separate construction packages. The Engineer shall also coordinate and prepare the necessary documentation required for meeting LGPP requirements associated with the Illumination and Access Management projects.

ILLUMINATION PACKAGE (Jim Hogg Road to Shell Road/DB Wood Road)

Re-Bid of the Illumination Package

a. The Engineer shall perform the following services associated with the re-bidding of the Illumination project due to meeting specific LGPP addendum requirements:
   i. Update the Project Bid Manual
   ii. Prepare for and attend the Re-Bid Pre-bid Meeting
   iii. Respond to contractor questions and prepare 2 addendums
   iv. Attend the Re-Bid bid opening and prepare the bid tabulation, letter of recommendation and concurrence letter, and confirm contractor references.

The Engineer shall perform the following services associated with the construction of the Illumination Project in conjunction with City and TxDOT LGPP requirements: *This scope of work will be supplemented by the remaining bid & construction fee in the existing contract.*

a. Review Construction Submittals and shop drawings. Anticipate 15 submittals for review.
b. Attend Bi-weekly Construction Meetings. Anticipate 18 meetings. Prepare meeting notes and associated documentation for TxDOT LGPP records.
c. Support City inspector with construction documentation, reporting, inspections, pay application reviews and interviews associated with TxDOT LGPP records.
d. Perform project site visits and inspections as required to track progress and address project requests for information. Anticipate 5 site visits beyond progress meetings.

e. Review and respond to contract Requests for Information (RFI). Anticipate 15 RFI's.
f. Prepare Change Orders as needed to account for plan changes or unforeseen conditions. Coordinate change orders with TxDOT prior to approval by the City. Assume 3 change orders.
g. Perform final walkthrough with City and Contractor to deem substantial completion and prepare the project punch list of items to completed.
h. Prepare As-Built drawings including project revisions and contractor redline drawings.
i. Assist the City with TxDOT LGPP close-out reporting and documentation.

ACCESS MANAGEMENT PACKAGE (Serenada Drive to IH-35)

The Engineer shall perform the following services associated with the bidding and construction of the Access Management Project in conjunction with City and TxDOT LGPP requirements:

a. Prepare for and attend the Pre-bid Meeting.
b. Respond to contractor questions and prepare 3 addendums.
c. Attend the bid opening and prepare the bid tabulation, letter of recommendation and concurrence letter, and confirm contractor references.
d. Review Construction Submittals and shop drawings. Anticipate 25 submittals for review.
e. Attend Bi-weekly Construction Meetings. Anticipate 24 meetings. Prepare meeting notes and associated documentation for TxDOT LGPP records.
f. Support City inspector with construction documentation, reporting, inspections, pay application reviews, and interviews associated with TxDOT LGPP records.
g. Perform project site visits and inspections as required to track progress and address project requests for information. Anticipate 8 site visits beyond progress meetings.
h. Review and respond to contract Requests for Information (RFI). Anticipate 20 RFI's.
i. Prepare Change Orders as needed to account for plan changes or unforeseen conditions. Coordinate change orders with TxDOT prior to approval by the City. Assume 3 change orders.
j. Perform final walkthrough with City and Contractor to deem substantial completion and prepare the project punch list of items to completed.
k. Prepare As-Built drawings including project revisions and contractor redline drawings.
l. Assist the City with TxDOT LGPP close-out reporting and documentation.

SHARED USE PATH/SLIP LANE PACKAGE (Serenada Drive to IH-35)

The Engineer shall perform the following services associated with the bidding and construction of the Shared Use Path/Slip Lane Project in conjunction with City requirements:

a. Prepare for and attend the Pre-bid Meeting.
b. Respond to contractor questions and prepare 2 addendums.
c. Attend the bid opening and prepare the bid tabulation, letter of recommendation, and confirm contractor references.
d. Review Construction Submittals and shop drawings. Anticipate 18 submittals for review.
e. Attend Bi-weekly Construction Meetings. Anticipate 20 meetings. Prepare meeting notes for project records.
f. Support City inspector with construction documentation, reporting, inspections, and pay application reviews.

g. Perform project site visits and inspections as required to track progress and address project requests for information. Anticipate 6 site visits beyond progress meetings.
h. Review and respond to contract Requests for Information (RFI). Anticipate 20 RFI's.
i. Prepare Change Orders as needed to account for plan changes or unforeseen conditions. Assume 3 change orders.
j. Perform final walkthrough with City and Contractor to deem substantial completion and prepare the project punch list of items to completed.
k. Prepare As-Built drawings including project revisions and contractor redline drawings.

TASK 9 – WATERLINE IMPROVEMENTS

The Engineer shall update the 30% waterline design along Booty's Crossing to eliminate the previously proposed easements and design the waterline within the existing right-of-way of Booty's Crossing and Williams drive to connect existing systems. The Engineer shall:

a. Update the waterline layouts for the proposed relocation along Booty's Crossing/Williams Drive within existing ROW.
b. Coordinate with the surveyor to obtain additional topographic details for the new limits of work. Surveyor fee previously planned for the easement preparation can be reallocated for additional survey and subsurface utility investigations.
c. Verify any potential utility crossings and identify opportunities to mitigate conflicts or impacts through the design.
d. Update the 30% Opinion of Probable Construction Cost.

ATTACHMENT A1

studio 16:19™
from concept to community
designing outdoor spaces where life takes place

December 15, 2025
(updated March 24, 2026)

Tetra Tech
David Jones
4801 Southwest Parkway, 1 Suite 185
Austin, TX 78735
david.jones3@tetratech.com
512.579.3314

Re: **Williams Drive – Georgetown, TX**
Additional Services Request for Professional Landscape Architecture Services

Dear David:

We first want to say, 'Thank You' for the continued opportunity to partner with Tetra Tech as part of the team for Williams Drive. Please find attached the Additional Services Request. As discussed, the key provisions include the following:

Median Improvements Package:
- Construction Documents
- Agency Review

Shared-Use Path/Right-of-Way Improvements Package:
- Construction Documents
- Agency Review
- Bid / Procurement
- Construction Phase Services
- Tree Survey / Arborist

Once you have had the opportunity to review the Agreement, please feel free to contact **studio 16:19, LLC** should you have any questions, comments, or require clarification to what is proposed. You may reach me via e-mail at **brent@studio1619.com** or by phone at **512.534.8680**. If you concur with the Agreement, please sign in the place provided below and return a signed copy for formal execution. This Proposal is valid for thirty (30) days.

Respectfully submitted,

studio 16:19 LLC

Brent A. Baker, PLA, ASLA, CLARB
principal partner + founder

ADDITIONAL SERVICES REQUEST 02

These Additional Services are made effective upon execution of this Agreement, under the terms and conditions established in the PROFESSIONAL SERVICES AGREEMENT (PSA), effective August 28, 2024 (the Agreement), between **studio 16:19, LLC**, (the "Consultant") and **Tetra Tech** (the "Client" and "Owner"), for **Williams Drive** (the "Project"). These Additional Services are made for the following purpose and are consistent with the terms defined in the Agreement for Additional Services for the addition of the proposed scope of work and compensation to the Basic Scope of Services:

additional services

section a :: scope of services

A.1 Additional Project Scope and Understanding

- The Project includes landscape architecture services for the Williams Drive project, now organized into two separate design packages:
  - Median Improvements
  - Shared-Use Path (SUP) / Right-of-Way (ROW) Improvements
- The Median Improvements Package will include updated hardscape, landscape, and irrigation design based on revised agency direction, along with additional iterations of design review and coordination beyond the originally contracted scope.
- The SUP/ROW Improvements Package represents a new, standalone design effort and will include hardscape, landscape, irrigation, and associated coordination with utilities, ROW, and path design elements. A separate plan set for bidding and construction will also be produced.
- Additional tree-related services are expected for the SUP/ROW corridor, including expanded tree survey limits and potential tree mitigation documentation. Corresponding sub-consultant services have been incorporated into the updated project budget.
- Bidding and construction phase services will now occur through multiple bid packages, requiring separate coordination, responses to contractor inquiries, and construction support for each package.
- Proposed Sub-Consultants to be retained by Consultant for Project to complete and deliver the proposed Scope of Work include:
  - Tree Survey / Arborist – Tree Mann Solutions

A.2 Scope of Services

In collaboration with Client, Owner, and/or other Project Team Members, Consultant will provide landscape architecture and planning services for Project. Consultant shall provide the following scope/submittals/deliverables to Client/Owner:

- **070 – Construction Documents (90/100% construction plans)**
  - Landscape Planting Plan(s) – documenting plant names (common and botanical), location, size, quantity, general appearance/ overall condition, planting details, notes, and plan specifications.
  - Hardscape Design Plan(s) – construction details for all hardscape elements pertaining to common amenity areas; to be in accordance with State and Federal accessibility requirements.
  - Irrigation Design Plan(s) – detailed design plans documenting areas to be irrigated, point of connection, controller location, sleeving locations, incorporation of specific zones, hydraulic calculations, mainlines, and detailed head layout for turf areas, dripline layout for all landscape planting beds including irrigation details and specifications, and irrigation calculations.
  - Provide one (1) revision/refinement to drawings per Client meeting.
- **080 – Agency Review** – coordination with municipal agency staff to resolve questions or comments that arise during the site development review process and tree mitigation discussions after submission
  - Includes a total of **two (2) rounds** of submittals/comment responses for agency permitting. Agencies having jurisdiction to be included in anticipated review process may include but are not limited to the City, County, WCID, Franchise Utilities, State and other regulatory agencies.
- **090 – Bid / Procurement** – coordination and oversight on scope items as requested by Client, Owner, or Contractor including but not limited to RFI responses and coordination, Bid Tab reviews, and coordination with contractor on various issues that arise during the bidding process.
- **100 – Construction Phase Services**
  - Coordination and oversight on scope items as requested by Client, Owner, or Contractor that could include but not be limited to RFI responses and coordination, shop drawing reviews, or coordination with contractor on various issues that arise during the installation process to verify that the approved site development plans are being carried out per plans, notes, details, and specifications.
  - Punch List development for landscape, hardscape, and irrigation scope during a final comprehensive site walk-through once project is complete and ready for inspection.

- Prepare and submit the Landscape Architect's Concurrence letter for final acceptance.
- Review as-built plans on a redlined set from the Contractor for landscape, hardscape, and irrigation scope to codify record set of drawings during the project close-out process.

<u>Sub-Consultant Team</u>

- **301 – Tree Survey / Arborist –** Survey services, as required, to be provided by TreeMann Solutions as a sub-consultant to the Consultant. The project Surveyor's scope of service shall include a quantitative and qualitative tree survey to assist in tree mitigation calculations within the right-of-way and proposed easements.

section b :: consultant compensation

B.1 Compensation

Compensation for Consultant's Services performed under this Agreement shall be paid according to the following, plus Reimbursable Expenses as defined in the Agreement:

	Median Improvements		**$**	**19,240.00**
070	Construction Documents	(lump sum)	$	9,880.00
080	Agency Review	(lump sum)	$	9,360.00
	Shared-Use Path/Right-of-Way Improvements		**$**	**22,620.00**
070	Construction Documents	(lump sum)	$	7,540.00
080	Agency Review	(lump sum)	$	6,240.00
090	Bid / Procurement	(lump sum)	$	3,120.00
100	Construction Phase Services	(lump sum)	$	5,720.00
	Sub Consultants		$	4,440.00
301	Tree Survey / Arborist	(lump sum)	$	4,440.00
400	Reimbursables	(cost+)	$	2,500.00
		Total:	**$**	**48,800.00**

Consultant may alter the compensation distribution between individual phases or tasks to be consistent with the services actually rendered, within the contract maximum.

Hourly fee provided for Client budgeting purposes based on proposed scope herein. Hourly total, as needed, is to be subject to Agreement. If fee budget is to be exceeded, it will occur in a professional, diligent, and forthright manner to the extent needed either to procure the required Project permits and/or certificate of occupancy as the external agencies and construction industry are external factors beyond the control of Consultant.

B.2 2026 Standard Hourly Rate Schedule (for additional services beyond Basic Services)

Principal Partner – Planner/Landscape Architect:	$ 245.00/hr.
Principal – Planner/Landscape Architect:	$ 215.00/hr.
Associate Principal – Planner/Landscape Architect:	$ 180.00/hr.
Director – Planner/Landscape Architect:	$ 150.00/hr.
Senior Associate – Planner/Landscape Architect:	$ 130.00/hr.
Associate – Planner/Landscape Designer:	$ 100.00/hr.
Intern – Planner/Landscape Designer:	$ 75.00/hr.

AGREED AND ACCEPTED

studio 16:19 LLC ~~*12/15/2025*~~ 03/24/2026 **Tetra Tech** **Date:**

Brent A. Baker, PLA, ASLA, CLARB
principal partner + founder

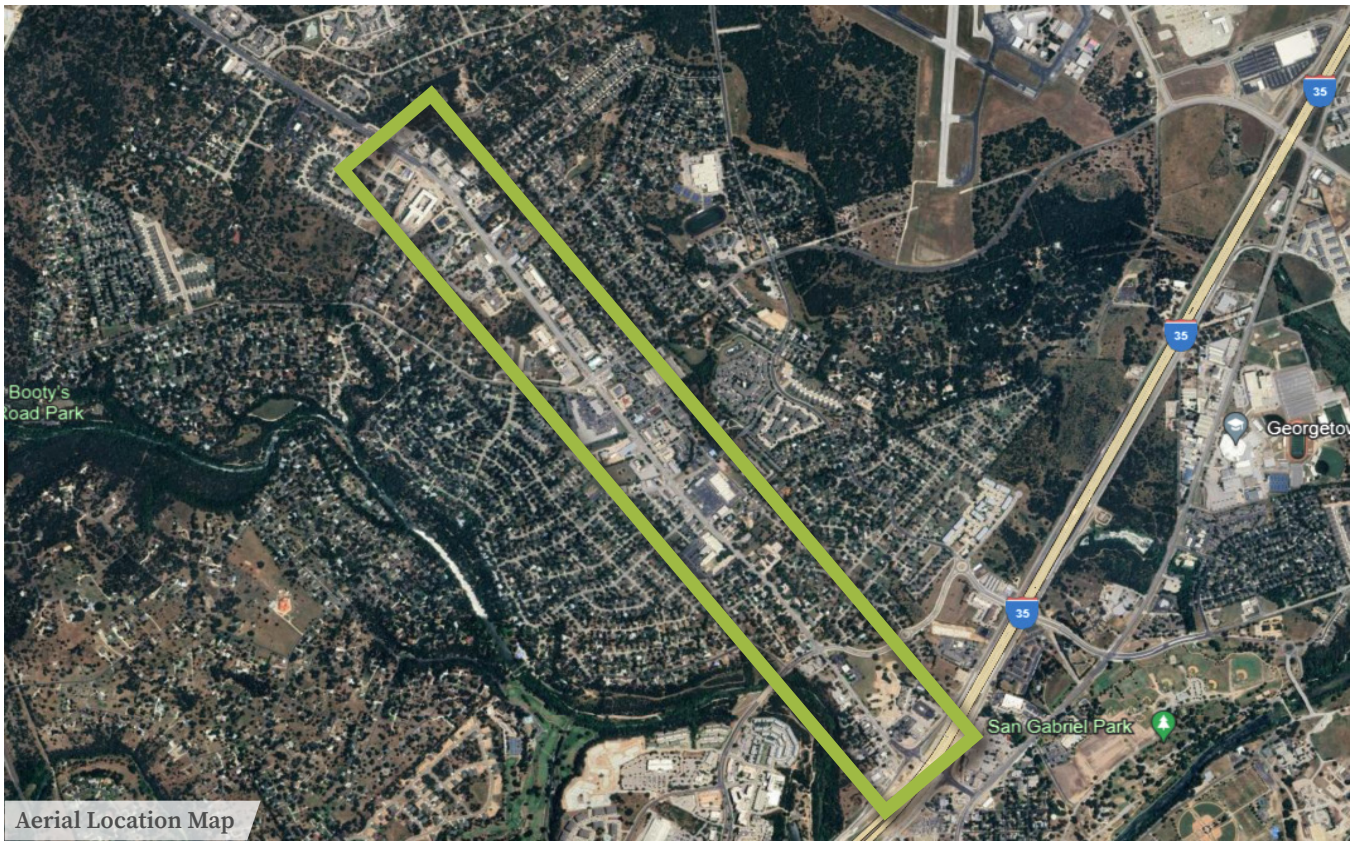
authorized representative title

printed name

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects and landscape architects in Texas. For additional information, please contact the Texas Board of Architectural Examiners (TBAE); P.O. Box 12337; Austin, TX 78711-2337; Telephone: (512) 305-9000 / Fax: (512) 305-8900.

proposed project site / site plan

Williams Drive – Georgetown, TX



Aerial Location Map

Price Proposal

Williams Dr. - Amendment 3

Final Design, Bidding & Construction Services for the Illumination, Access Management & SUP/Slip Lane Packages

Submitted to: City of Georgetown (Attn: Dustin Clarkson)

Contract Type: Lump Sum

Labor Plan

14 Resource

Project Phases / Tasks	Total Labor Hrs	Program Manager (Kevin Hoffman)	Traffic Lead (Sammy Chen)	Sr. Project Engineer (David Jones)	Drainage Lead (Kamrul Islam)	Project Engineer I (Christian Steffen)	Designer (Raul Jadhav)	Associate Engineer II (Alfredo Franco)	Associate Engineer I (Gilbert Badillo)	Associate Engineer III (Machera Maroa)	Sr. Designer (Chris Williams)	Project Administrator (Mercedes Renderos)	Project Engineer I (Sulemann Naser)	Project Engineer II (Alexis Phillips)	Utility Team Lead (Sylvester Ogidan)
Bill Rate >		375.00	320.00	220.00	260.00	170.00	160.00	135.00	125.00	140.00	190.00	100.00	170.00	175.00	310.00
	2,782	62	124	653	68	94	344	328	463	340	114	110	44	34	4
TASK 1 - PROJECT MANAGEMENT	**244**	**34**	**20**	**130**	**4**	**-**	**4**	**-**	**-**	**-**	**-**	**52**	**-**	**-**	**-**
ILLUMINATION	**50**	**8**	**16**	**14**	**-**	**-**	**4**	**-**	**-**	**-**	**-**	**8**	**-**	**-**	**-**
a. TxDOT LGPP Coordination	22	4	8	2								8			
b. 60% Submittal Coordination/QAQC	20	4	8	4			4								
c. City Progress Meetings, Agendas, Notes	8			8											
ACCESS MANAGEMENT	**66**	**10**	**4**	**40**	**4**	**-**	**-**	**-**	**-**	**-**	**-**	**8**	**-**	**-**	**-**
a. TxDOT LGPP Coordination	36	4		24								8			
b. 90% Submittal Coordination/QAQC	20	4	4	8	4										
c. City Progress Meetings, Agendas, Notes	10	2		8											
SHARED USE PATH/SLIP LANE	**128**	**16**	**-**	**76**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**36**	**-**	**-**	**-**
a. City Progress Meetings, Agendas, Notes	62	8		36								18			
b. Team Coordination & Management	46	4		24								18			
c. Invoicing, Progress Reports, Schedule Updates	20	4		16											
TASK 2 - PUBLIC ENGAGEMENT	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
(See CD&P-LJA Fee Estimate; Includes 10% Tt Mark-Up)	-														
TASK 6 - PLANS, SPECIFICATIONS & ESTIMATES	**1,658**	**24**	**54**	**260**	**64**	**72**	**208**	**316**	**302**	**284**	**74**	**-**	**-**	**-**	**-**
ACCESS MANAGEMENT	**136**	**8**	**-**	**46**	**8**	**-**	**-**	**-**	**50**	**16**	**8**	**-**	**-**	**-**	**-**
Prepare additional 60% Design Submittal and Documents	56	4		8	8				12	16	8				
Additional Utility Coordination & Project Documentation	44	4		20					20						
Additional Median Design	36			18					18						
Additional Landscape Design (See Studio 16:19 Fee Estimate; Includes 10% Tt Mark-Up)	-														
SHARED USE PATH/SLIP LANE	**1,522**	**16**	**54**	**214**	**56**	**72**	**208**	**316**	**252**	**268**	**66**	**-**	**-**	**-**	**-**
Prepare additional 90% Design Submittal and Documents	**1,354**	**14**	**54**	**164**	**40**	**72**	**208**	**298**	**212**	**244**	**48**	**-**	**-**	**-**	**-**
i. Prepare 90% Submittal	-														
1. Title Sheet	16			4					4	8					
2. Index of Sheets	20			4				16							
3. General Notes	6			2						4					
4. Summary of Quantities	20			4					8	8					
5. Typical Sections	20			4					16						
6. Traffic Control Narrative & Typical Sections	20			4		16									
7. Traffic Control Advanced Warning Signs	10			2					8						
8. Traffic Control Layouts	72			16		24				32					
9. Traffic Control Standards	10			2					8						
10. Horizontal Alignment Data Sheets	12			4					8						
11. Removal Plan Layouts	52			16					12	24					
12. Shared Use Path Layouts & Details	88			24					40	24					
13. Slip Lane Layouts & Details	100			24					40	36					
14. Roadway & Shared Use Path Standards	10			2					8						
15. Drainage Layouts/Driveway Culvert Modifications	84				16	32				36					
16. Drainage Standards	10			2					8						
17. Utility Layouts	100			12				48	40						
18. Serenda Dr. Signal & Details	284		34				116	126			8				
19. River Bend Dr & Rivery Blvd ILSN Layouts & Details	208		20				90	98							
20. Traffic Signal & Electrical Standards	12						2	10							
21. Erosion Control Layouts & Details	80			8	24					48					
22. Tree Mitigation/Planting Layouts & Details (Includes 10% Tt Mark-Up)	24			8						16					
23. Erosion Control & Tree Standards	10			2						8					
24. Cross Sections	48			8							40				
ii. 90% Construction Cost Estimate	2	2													

Price Summary / Totals

Task Pricing Totals	672,913.00
Specify Add'l Fees on Setup	-
Technology Use Fee	
Total Price	**672,913.00**

Pricing by Resource

Project Phases / Tasks	Labor	Subs	Travel	Mat'ls & Equip	ODCs	Task Pricing Totals
	492,375.00	180,538.00	-	-	-	**672,913.00**
TASK 1 - PROJECT MANAGEMENT	**54,630.00**	**-**	**-**	**-**	**-**	**54,630.00**
ILLUMINATION	**12,640.00**	**-**	**-**	**-**	**-**	**12,640.00**
a. TxDOT LGPP Coordination	5,300.00					5,300.00
b. 60% Submittal Coordination/QAQC	5,580.00					5,580.00
c. City Progress Meetings, Agendas, Notes	1,760.00					1,760.00
ACCESS MANAGEMENT	**15,670.00**	**-**	**-**	**-**	**-**	**15,670.00**
a. TxDOT LGPP Coordination	7,580.00					7,580.00
b. 90% Submittal Coordination/QAQC	5,580.00					5,580.00
c. City Progress Meetings, Agendas, Notes	2,510.00					2,510.00
SHARED USE PATH/SLIP LANE	**26,320.00**	**-**	**-**	**-**	**-**	**26,320.00**
a. City Progress Meetings, Agendas, Notes	12,720.00					12,720.00
b. Team Coordination & Management	8,580.00					8,580.00
c. Invoicing, Progress Reports, Schedule Updates	5,020.00					5,020.00
TASK 2 - PUBLIC ENGAGEMENT	**-**	**126,858.00**	**-**	**-**	**-**	**126,858.00**
(See CD&P-LJA Fee Estimate; Includes 10% Tt Mark-Up)		126,858.00				126,858.00
TASK 6 - PLANS, SPECIFICATIONS & ESTIMATES	**279,870.00**	**53,680.00**	**-**	**-**	**-**	**333,550.00**
ACCESS MANAGEMENT	**25,210.00**	**21,164.00**	**-**	**-**	**-**	**46,374.00**
Prepare additional 60% Design Submittal and Documents	10,600.00					10,600.00
Additional Utility Coordination & Project Documentation	8,400.00					8,400.00
Additional Median Design	6,210.00					6,210.00
Additional Landscape Design (See Studio 16:19 Fee Estimate; Includes 10% Tt Mark-Up)		21,164.00				21,164.00
SHARED USE PATH/SLIP LANE	**254,660.00**	**32,516.00**	**-**	**-**	**-**	**287,176.00**
Prepare additional 90% Design Submittal and Documents	**224,540.00**	**32,516.00**	**-**	**-**	**-**	**257,056.00**
i. Prepare 90% Submittal						-
1. Title Sheet	2,500.00					2,500.00
2. Index of Sheets	3,040.00					3,040.00
3. General Notes	1,000.00					1,000.00
4. Summary of Quantities	3,000.00					3,000.00
5. Typical Sections	2,880.00					2,880.00
6. Traffic Control Narrative & Typical Sections	3,600.00					3,600.00
7. Traffic Control Advanced Warning Signs	1,440.00					1,440.00
8. Traffic Control Layouts	12,080.00					12,080.00
9. Traffic Control Standards	1,440.00					1,440.00
10. Horizontal Alignment Data Sheets	1,880.00					1,880.00
11. Removal Plan Layouts	8,380.00					8,380.00
12. Shared Use Path Layouts & Details	13,640.00					13,640.00
13. Slip Lane Layouts & Details	15,320.00					15,320.00
14. Roadway & Shared Use Path Standards	1,440.00					1,440.00
15. Drainage Layouts/Driveway Culvert Modifications	14,640.00					14,640.00
16. Drainage Standards	1,440.00					1,440.00
17. Utility Layouts	14,120.00					14,120.00
18. Serenda Dr. Signal & Details	47,970.00					47,970.00
19. River Bend Dr & Rivery Blvd ILSN Layouts & Details	34,030.00					34,030.00
20. Traffic Signal & Electrical Standards	1,670.00					1,670.00
21. Erosion Control Layouts & Details	14,720.00					14,720.00
22. Tree Mitigation/Planting Layouts & Details (Includes 10% Tt Mark-Up)	4,000.00	32,516.00				36,516.00
23. Erosion Control & Tree Standards	1,560.00					1,560.00
24. Cross Sections	9,360.00					9,360.00
ii. 90% Construction Cost Estimate	750.00					750.00

iii. 90% Construction Time Determination	2	2														750.00					750.00
iv. 90% Bid Manual	4	4														1,500.00					1,500.00
v. 90% Comment Resolution and Plan Revisions	24			12					12							4,140.00					4,140.00
vi. 100% Construction Plans, Bid Manual, Cost Estimate & Schedule	6	6														2,250.00					2,250.00
Additional ROW Coordination, Documentation, & Acquisition Assistance	20	2		18												4,710.00					4,710.00
Additional Utility Coordination & Relocation Assistance	100			24				18	40		18					16,130.00					16,130.00
Prepare Water Pollution Abatement Plan Exception	48			8	16					24						9,280.00					9,280.00
TASK 7 - ILLUMINATION	**86**	**-**	**20**	**6**	**-**	**-**	**60**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**17,320.00**	**-**	**-**	**-**	**-**	**17,320.00**
ILLUMINATION	**86**	**-**	**20**	**6**	**-**	**-**	**60**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**17,320.00**	**-**	**-**	**-**	**-**	**17,320.00**
Prepare Additional 60% Design Submittal	36		12				24									7,680.00					7,680.00
Prepare Additional Re-Bid Submittal	22		8	2			12									4,920.00					4,920.00
Additional Utility Coordination & Project Documentation	28			4			24									4,720.00					4,720.00
TASK 8 - BID & CONSTRUCTION	**712**	**4**	**30**	**257**	**-**	**22**	**72**	**12**	**161**	**56**	**40**	**58**	**-**	**-**	**-**	**125,885.00**	**-**	**-**	**-**	**-**	**125,885.00**
ILLUMINATION	**88**	**-**	**16**	**16**	**-**	**-**	**44**	**12**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**17,300.00**	**-**	**-**	**-**	**-**	**17,300.00**
a. Re-Bid of Illumination Package	20		4	8			8									4,320.00					4,320.00
b. TxDOT LGPP Construction Support	40		8	8			24									8,160.00					8,160.00
c. Prepare As-Built Drawings	28		4				12	12								4,820.00					4,820.00
ACCESS MANAGEMENT	**331**	**4**	**7**	**135**	**-**	**8**	**8**	**-**	**85**	**32**	**20**	**32**	**-**	**-**	**-**	**58,185.00**	**-**	**-**	**-**	**-**	**58,185.00**
a. Prepare for and attend Pre-Bid Meeting	6			4								2				1,080.00					1,080.00
b. Prepare Addendums (3)	18			12								6				3,240.00					3,240.00
c. Attend Bid Opening, Bid Tabulation, Recommendations	14			6					8							2,320.00					2,320.00
d. Construction Submittals (25)	50			25			8		17							8,905.00					8,905.00
e. Bi-Weekly Progress Meetings (24)	48			24								24				7,680.00					7,680.00
f. LGPP Inspection & Records Support	40			8						32						6,240.00					6,240.00
g. Site Visits (8)	24			8					16							3,760.00					3,760.00
h. Review & Respond to RFIs (20)	60		4	20		8			20		8					11,060.00					11,060.00
i. Prepare Change Orders (3)	15		3	6					6							3,030.00					3,030.00
j. Perform Walkthrough & Punch List	10			4					6							1,630.00					1,630.00
k. Prepare As-Built Drawings	30			6					12		12					5,100.00					5,100.00
l. LGPP Project Close-Out	16	4		12												4,140.00					4,140.00
SHARED USE PATH/SLIP LANE	**293**	**-**	**7**	**106**	**-**	**14**	**20**	**-**	**76**	**24**	**20**	**26**	**-**	**-**	**-**	**50,400.00**	**-**	**-**	**-**	**-**	**50,400.00**
a. Prepare for and attend Pre-Bid Meeting	6			4								2				1,080.00					1,080.00
b. Prepare Addendums (2)	14			8			2					4				2,480.00					2,480.00
c. Attend Bid Opening, Bid Tabulation, Recommendations	14			6					8							2,320.00					2,320.00
d. Construction Submittals (18)	44			18		6	8		12							7,760.00					7,760.00
e. Bi-Weekly Progress Meetings (20)	40			20								20				6,400.00					6,400.00
f. City Inspection & Records Support	32			8						24						5,120.00					5,120.00
g. Site Visits (6)	20			6			2		12							3,140.00					3,140.00
h. Review & Respond to RFIs (20)	68		4	20		8	8		20		8					12,340.00					12,340.00
i. Prepare Change Orders (3)	15		3	6					6							3,030.00					3,030.00
j. Perform Walkthrough & Punch List	10			4					6							1,630.00					1,630.00
k. Prepare As-Built Drawings	30			6					12		12					5,100.00					5,100.00
TASK 9 - WATERLINE IMPROVEMENTS	**82**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**44**	**34**	**4**	**14,670.00**	**-**	**-**	**-**	**-**	**14,670.00**
a. Update Waterline Layouts - New Alignment	36												16	16	4	6,760.00					6,760.00
b. Coordination with Surveyor	16												8	8		2,760.00					2,760.00
c. Utility Verification & Conflict Analysis	24												16	8		4,120.00					4,120.00
d. Update 30% OPCC	6												4	2		1,030.00					1,030.00
Totals	**2,782**	**62**	**124**	**653**	**68**	**94**	**344**	**328**	**463**	**340**	**114**	**110**	**44**	**34**	**4**	**492,375.00**	**180,538.00**	**-**	**-**	**-**	**672,913.00**

Concept Development & Planning, LLC
Williams Drive Enhancement Project Construction Outreach
Assumes 18 months

Task Description	Principal	Public Engagement Manager	Public Engagement Specialist Lead	Public Engagement Specialist	Public Engagement Coordinator	Total Labor Hours	Total Labor Cost
Public Outreach							
Project Administration							
Coordination/Construction Meetings		9	30		15	54	$7,575.00
Status reports and invoicing	18	18				36	$7,200.00
Construction Launch Event/Meet the Contractor							
Logistics planning	4	8	20	16	24	72	$9,700.00
Promotion		8			48	56	$6,200.00
Materials development	4	16	48	40		108	$15,900.00
Facilitation		16	16	16	16	64	$8,800.00
Event documentation	2	8	16	20		46	$6,750.00
Project Materials							
Handouts, flyers, or fact sheet	1	4	6	6	8	25	$3,375.00
Web content		6	12	15		33	$4,725.00
Media coordination		4	2	6		12	$1,750.00
Stakeholder Communications							
Develop and maintain the stakeholder database			12		48	60	$6,600.00
Email updates		6	24			30	$4,650.00
Responses to inquiries and calls		24	24	24	24	96	$13,200.00
Outreach by phone, email, door-to-door visits				48	48	96	$10,800.00
Stakeholder meetings and documentation		12	24		24	60	$8,100.00
Hours Subtotals	29	139	234	191	255	848	
Contract Rate Per Hour	$225.00	$175.00	$150.00	$125.00	$100.00		
Total Labor Costs	$6,525.00	$24,325.00	$35,100.00	$23,875.00	$25,500.00		$115,325.00
Direct Expenses							
Total							**$115,325.00**

City of Georgetown, Texas
City Council
June 23, 2026

SUBJECT:
VMware Cloud Foundation Annual Renewal

SUGGESTED ACTION:
Consideration and possible action to approve the annual renewal of VMware Cloud Foundation maintenance and support through Waypoint Technologies in the amount of $388,567.04 -- James Davis, IT Manager-Operations, and Greg Berglund, Assistant IT Director

ITEM SUMMARY:
This item requests approval of the annual renewal of VMware Cloud Foundation maintenance and support in the amount of $388,567.04. The proposed support term is July 1, 2026 through June 30, 2027.

VMware Cloud Foundation provides the software platform for the City's virtual server environment and supports the operation of a substantial portion of the City's on-premises server infrastructure and related business systems. Renewal of this maintenance and support is required to maintain access to vendor support, security updates, patches, and software maintenance necessary for continued operations. The attached quote includes one year of VMware Cloud Foundation support for 1,024 units.

This purchase is being made through DIR cooperative contract DIR-CPO-5175.

FINANCIAL IMPACT:
Total Amount: $388,567.04
This item was budgeted during the FY 2026 budget process. Expenses will be recorded in the IT Management budget under the spend category for Software Maintenance Subscriptions and Support Services.

SUBMITTED BY:
Greg Berglund, Information Technology

ATTACHMENTS:
CouncilCoverSheets_20260623_VMWare Maintenance Renewal.docx
City Of Georgetown - VMware VCF 2026 Renewal 1 year-AAAQ24525-04232026.pdf

Council Meeting Date: **June 23rd, 2026** ***or*** **Council Workshop Date:** _____

Regular Agenda ☐ **Consent** ☑ **Executive Session** ☐ **Attachments** ☐

Ordinance Publication Date: **N/A**

Must be published 72 hours before meeting; deadline to WC Sun is 11:00 Monday

Draft Ordinance to City Secretary: **N/A**

Draft ordinance must be given to City Secretary one week before Council meeting

AGENDA ITEM COVER SHEET

SUBJECT:

Consideration and possible action to approve the annual renewal of VMware maintenance and support from Waypoint Technologies for a total of $388,567.04.
James Davis, IT Manager-Operations

ITEM SUMMARY/SPECIAL CONSIDERATIONS:

This item requests approval to renew annual VMware maintenance and support for a total of $388,567.04.

This maintenance provides critical updates and patches as well as 24/7 support for the City's VMware virtual server environment. This software and the servers that it runs on comprise 90% of all the City's servers and are the core of the City's server infrastructure, and the on-premises software staff utilizes.

This purchase is covered under DIR Contract DIR-CPO-5175.

FINANCIAL IMPACT:

All items were budgeted during the FY 2026 budget process. Expenses will be recorded in CC0652 (IT Management) in the spend category Software Maintenance Subscriptions and Support Services.

COMMENTS:

Quote and DIR Contract have been reviewed by Purchasing and Legal.

ATTACHMENTS:

City Of Georgetown - VMware VCF 2026 Renewal 1 year-AAAQ24525-04232026.pdf

QUOTE

Number AAAQ24525

Date Apr 21, 2026

118 Vintage Park Blvd, W414, Houston, TX 77070
Phone: 832-479-8540

Bill To

City Of Georgetown
James Davis
510 W. Ninth Street
Georgetown, TX 78626

Phone 512-930-3656
Email james.davis@georgetown.org

Ship To

City Of Georgetown
James Davis
300 Industrial Ave.
Georgetown, TX 78626

Phone 512-930-3656
Email james.davis@georgetown.org

Account Manager

Becky Reinis
469-964-6283
breinis@waypointsolutions.com

Contract

DIR-Carahsoft

DIR-CPO-5175

Notes:

Proposed Support Term: 7/1/2026-6/30/2027
Contract # 52595768

Line	Qty	Description	Unit Price	Ext. Price
1	1,024	VMware Cloud Foundation -1 year	$379.46	$388,567.04

SubTotal	$388,567.04
Tax	$0.00
Shipping	$0.00
Total	**$388,567.04**

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT https://www.waypointsolutions.com/return-policy. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.

End User agrees it cannot terminate this Order without cause and receive a pro-rata refund of fees not yet incurred, notwithstanding any express or implied right under any legal or equitable theory. For purposes of clarity, in the event End User exercises any right to terminate for convenience under any other contract with Broadcom Inc., along with all its world-wide subsidiaries (collectively, "Broadcom"), any language in such contract requiring termination of all Broadcom agreements shall not apply to this Order and this Order shall remain in full force and effect. End User understands and agrees that any notice of termination of this Order, other than for an uncured breach by Broadcom, shall not relieve End User of its obligation to remit any and all remaining payment(s) contained herein and shall not give rise to any right to a refund of any amount paid hereunder.

MANDATORY FLOW DOWN AND ADDITIONAL TERMS FOR END USERS:

Partner shall, either itself or cause its resellers to flow down the following additional terms to the end user (the "Additional Terms"). CA, Inc. is the successor in interest for all Symantec or VMware product families which are available from the Broadcom selling entity quoting such offerings in the United States. CA Programas de Computador, Part e Serv Ltda. is the successor in interest for all Symantec or VMware product families which are available from the Broadcom selling entity quoting such offerings in Brazil. VMware International Unlimited Company is the successor in interest for all Symantec or CA product families which are available from the Broadcom selling entity quoting such offerings anywhere else in the world. Broadcom Government Solutions LLC is the successor in interest for all Symantec or VMware branded enterprise offerings, requiring US Government cleared resources, which are available from the Broadcom selling entity quoting such offerings in the United States. The use of these offerings are governed by these ordering terms and conditions as well as: (a) either (i) the Broadcom terms and conditions published at https://www.broadcom.com/licensing,, or (ii) the fully executed agreement by and between the End User and an applicable Broadcom entity governing the CA, Symantec, or VMware branded offerings ordered in this Order (provided that any terms that purport to protect any future pricing between the parties and any purported rights to host Broadcom Offerings on the behalf of an unrelated third party shall be deemed null and void for purposes of this Order), (b) the Specific Program Documentation (the "SPD"), or Product Use Rights (the "PUR"), and/or SaaS Listing applicable to the Broadcom Software, SaaS and Maintenance located at https://legaldocs.broadcom.com, and (c) the additional terms hereon (collectively, the "End User Terms"), which Partner agrees to ensure such terms are presented to and agreed by the End User along with the additional flow down terms noted below before or at the time of closing the End User transaction. Any terms that may appear on Partner's purchase order that vary from or purport to add to the End User Terms (including, without limitation, pre-printed terms) are deemed not appended, inapplicable, and void.

ASSIGNMENT

Neither Party shall assign the End User Terms or any of its rights or delegate any of its duties under the End User Terms, either by operation of law, agreement, or any other process, without the prior written consent of the other Party, except that Broadcom shall have the right to assign the End User Terms or any of its rights or delegate any of its duties under the Agreement at any time to any Broadcom Affiliate(s), or to a successor in interest of all or substantially all of the business to which the End User Terms relate. Subject to the foregoing, the End User Terms will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void. "Affiliate" shall mean any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.

NON MAINFRAME REPORTING

Except as may be prohibited by law, for Software from the VMware Cloud Foundation business unit ("VCF Software") which is version 9 or higher, End User is required, when explicitly noted in the applicable SPD, to provide Broadcom with a regularly-scheduled verified report detailing End User's installed base and license compliance for such VCF Software using the format and process specified by Broadcom from time to time ("Compliance Report"). In order to fulfill such reporting requirements, End User must ensure that the Compliance Report files generated by the applicable VCF Software are either transmitted by the software or uploaded by End User on the schedule required in the SPD and in accordance with the product Documentation. The VCF Software Documentation and SPD set forth any impacts to the product functionality or other consequences of End User's failure to transmit or upload a timely, unaltered Compliance Report. End User assumes any and all risks associated with the loss of any and all functionality and access to updates, upgrades and patches when caused by End User's failure to provide timely, unaltered Compliance Reports.

MIGRATION

End User understands that Broadcom may migrate a previously licensed software (the "Original Product(s)") to a new software product (the "Migrated Product(s)"). It is the End User's responsibility to understand which products herein may be migrated products. Any migrated products are provided in consideration of Original Product(s) being terminated. End User shall cease using and de-install the Original Product(s) following a transition period not to exceed ninety (90) days, as of the date of receipt of the Migrated Product(s); The Migrated Product(s) are subject to the Agreement, the Specific Program Documentation (the "SPD") applicable to the Broadcom Software and Maintenance, located at Broadcom's website address at https://www.broadcom.com/licensing and this transaction document including all financial obligations relating to the Original Product(s) which remain valid and enforceable and are applicable to the Migrated Product(s). Prior to signature of this Order or generation of a PO for this Order, End User should ensure it understands the migration for the products licensed herein. Execution of this order or generation of a PO for this Order shall constitute acceptance of such migration and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Migration path for licensed products can be obtained at https://www.broadcom.com/docs/product-migration.

SOFTWARE SUPPORT AVAILABILITY

End User understands that Broadcom may either (i) stabilize software in which no future enhancements, versions, releases, development, or service packs are planned, or (ii) the software may be end of life or a particular version is end of service in which Broadcom will no longer provide (a) operational or technical support and (b) develop and provide new enhancements, features, upgrades, service packs, and fixes for the software offering (the "Software Support Availability"). Prior to acceptance of this Order, End User should ensure it understands the support for the products licensed herein. Acceptance of this order shall constitute acceptance of such support and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Software Support Availability for licensed products can be obtained at https://www.broadcom.com/docs/end-ofsupport.

PERSONAL DATA

End User acknowledges and agrees that Broadcom will process Personal Data as part of the provision of the Broadcom Offerings in accordance with Broadcom's Privacy Policy located at: https://www.broadcom.com/company/legal/privacy. Where Broadcom is a data processor for End User under the applicable local legislation, Broadcom's processing shall be subject to and in accordance with Broadcom's global Data Processing Addendum ("DPA"), including the relevant Standard Contracting Clauses ("SCC") located at: https://www.broadcom.com/company/legal/privacy/data-transfers for international data transfer incorporated therein. End User has been advised that during the term of this Order Broadcom will collect Personal Data and process it as a Controller pursuant to the Privacy Policy and to the extent permitted by GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation.

NOTICE

Any notice required or permitted by the End User Terms shall be given in writing and will refer to the End User Terms. Legal notices to Broadcom will be sent to legal-notice.pdl@broadcom.com and all other notices will be personally delivered or sent by a reputable overnight courier service (e.g., FedEx, UPS, DHL, etc.), electronic transmission (email or posting to a Broadcom customer portal) or registered or certified mail (return receipt requested) to the other Party's legal department at the address set forth in the Governing Contract, or other address if updated by notice or for Broadcom, as posted to https://www.broadcom.com/licensing. Notices shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.

END OF MANDATORY FLOW DOWN AND ADDITONAL TERMS FOR END USERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 0□2□2026

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS 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
DRAWBRIDG□ I□S S□RVI□□S LL□□PHS
202670□0
The Hart□ord Business Servi□e □enter
□600 Wiseman Blvd
San Antonio□TX 782□1

CONTACT NAME:
PHONE (A/C, No, Ext): □866□467□87□0
FAX (A/C, No):
□□MAIL ADDR□SS□

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A :	Sentinel Insuran□e □om□any Ltd□	11000
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Way□oint Business Solutions□LL□
118 VI□TAG□ PARK BLVD ST□ W414
HOUSTO□ TX 77070□40□6

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

THIS IS TO □□RTI□Y THAT TH□ POLI□I□S O□ I□SURA□□□ LIST□D B□LOW HAV□ B□□□ ISSU□D TO TH□ I□SUR□D □AM□D ABOV□ □OR TH□ POLI□Y P□RIOD I□DI□AT□D□□OTWITHSTA□DI□G A□Y R□□UIR□M□□T□T□RM OR □O□DITIO□ O□ A□Y □O□TRA□T OR OTH□R DO□UM□□T WITH R□SP□□T TO WHI□H THIS □□RTI□I□AT□ MAY B□ ISSU□D OR MAY P□RTAI□□TH□ I□SURA□□□ A□□ORD□D BY TH□ POLI□I□S D□S□RIB□D H□R□I□ IS SUBJ□□T TO ALL TH□ T□RMS□□X□LUSIO□S A□D □O□DITIO□S O□ SU□H POLI□I□S□LIMITS SHOW□ MAY HAV□ B□□□ R□DU□□D BY PAID □LAIMS□

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	□OMM□R□IAL G□□□RAL LIABILITY □LAIMS□MAD□ [X] O□□UR [X] General Lia□ility G□□L AGGR□GAT□ LIMIT APPLI□S P□R□ [ ] POLI□Y [ ] PRO□ J□□T [X] LO□ OTH□R□			20 SBA IO8004	10□12□202□	10□12□2026	□A□H O□□URR□□□□ DAMAG□ TO R□□T□D PR□MIS□S □a o□□urren□e□ M□D □XP □Any one □erson□ P□RSO□AL □ ADV I□JURY G□□□RAL AGGR□GAT□ PRODU□TS □□OMP□OP AGG	□1□000□000 □1□000□000 □10□000 □1□000□000 □2□000□000 □2□000□000
A	**AUTOMOBILE LIABILITY** A□Y AUTO ALL OW□□D AUTOS [ ] S□H□DUL□D AUTOS [X] HIR□D AUTOS [X] □O□□OW□□D AUTOS			20 SBA IO8004	10□12□202□	10□12□2026	□OMBI□□D SI□GL□ LIMIT □a a□□ident□ BODILY I□JURY □Per □erson□ BODILY I□JURY □Per a□□ident□ PROP□RTY DAMAG□ □Per a□□ident□	□1□000□000
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY A□Y PROPRI□TOR□PART□□R□X□□UTIV□ O□□I□□R□M□MB□R □X□LUD□D□ **(Mandatory in NH)** I□yes□des□ri□e under D□S□RIPTIO□ O□ OP□RATIO□S □elo□	Y/N [ ] N/ A					P□R STATUT□ [ ] OTH□ □R □L□□A□H A□□ID□□T □L□DIS□AS□ □A □MPLOY□□ □L□DIS□AS□ □POLI□Y LIMIT	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Those usual to the Insured□s O□erations□

CERTIFICATE HOLDER
□ity o□Georgeto□n
□10 W □TH ST
G□ORG□TOW□ TX 78626

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
Susan L. Castaneda

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2026-1465161

Date Filed:
05/20/2026

Date Acknowledged:
05/20/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Waypoint Business Solutions, LLC
Houston, TX United States

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.

26-0280-SC
IT Hardware/Software and Consulting Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Travis Pulliam, and my date of birth is 8/8/1975.

My address is 118 Vintage Park Blvd W414, Houston (city), TX (state), 77070 (zip code), USA (country).

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

Executed in Harris County, State of TX, on the 20th day of May (month), 20 26 (year).

Travis Pulliam

Signature of authorized agent of contracting business entity
(Declarant)

City of Georgetown, Texas
City Council
June 23, 2026

SUBJECT:
Early Renewal of Microsoft Enterprise Agreement

SUGGESTED ACTION:
Consideration and possible action to approve a three-year early renewal of the Microsoft Enterprise Agreement with Microsoft Corporation for Microsoft software and services in the amount of $2,847,487.86 and to authorize the City Manager to negotiate and execute the Agreement and any additional agreements with the reseller -- Greg Berglund, Assistant IT Director

ITEM SUMMARY:
The City relies on Microsoft software and cloud services as a core component of its technology environment. These services support a broad range of business, infrastructure, cybersecurity, collaboration, identity, endpoint management, telephony, analytics, and other operational functions across the organization. The City's use of Microsoft cloud services continues to grow as Microsoft expands cloud-based management and service offerings and as other business systems increasingly depend on Microsoft platforms.

Every three years, the City renews its Microsoft Enterprise Agreement to obtain pricing and services for Microsoft software and cloud offerings used throughout the organization. This early renewal continues that agreement structure and supports the City's ongoing use of Microsoft licensing and services for essential technology operations.
The proposed renewal reflects a three-year term from November 1, 2026 through October 31, 2029, in the total amount of $2,847,487.86. The current quoted annual amount is $949,162.62.

This early renewal also allows the City to lock in pricing before Microsoft's July 2026 price increase takes effect. Based on the current renewal amount, even a 5% increase would add approximately $47,000 annually. Completing the renewal now provides pricing certainty for the three-year term while allowing the City Manager to finalize the agreement and any additional agreements needed to support the renewal.

FINANCIAL IMPACT:
The financial impact over three years will not exceed $2,847,487.86, paid in three annual payments. The annual payment amount reflected in the current renewal quote is $949,162.62. Annual appropriations for the Microsoft Enterprise Agreement will be submitted for consideration and approval by City Council prior to payment of the annual amount in each of the years covered by the contract.

SUBMITTED BY:
Greg Berglund, Information Technology

ATTACHMENTS:
City of Georgetown_EA_Early Commit_Prev Enr # 75885506_6.8.2026.pdf

75885506_Year 3_EAUniversalUpdateStatement(WW)(ENG)(Jul2015)(CR).docx (2).pdf

Microsoft | Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number

AMD000502646

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	X20-10212
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
Enterprise Enrollment	X20-10637
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Amendments	M97,M130,M423,M325 (NEW)
Product Selection Form	3181783.004_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Georgetown **Signature*** _____ **Printed First and Last Name*** **Printed Title** **Signature Date***
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____ **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) any Affiliate Enrollment entered into under this Agreement, and (4) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Material Adverse Changes" means any change to the Use Rights for a Product that could reasonably affect Enrolled Affiliate's decision to purchase the Product and that would require Enrolled Affiliate's to purchase additional licenses, increase the cost to Enrolled Affiliate of using the Product, remove an existing right, or place additional restrictions on the use of the Product.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. How the Enterprise program works.

a. General. The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. Enrollments. The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only

Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. Licenses for Products.

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.** The latest Use Rights as updated from time to time, apply to the use of all Products, subject to the following exceptions.

   (i) **For products with metered usage-based pricing (e.g. metered Microsoft Azure Services)** Material Adverse Changes published after the start of a calendar month will apply beginning the following month.

   (ii) **For Versioned Software**. Material Adverse Changes published after the date a Product is first licensed will not apply to any licenses for that Product acquired during the applicable Enrollment term unless the changes are published with the release of a new version and Customer chooses to update to that version. Renewal of Software Assurance does not change which Use Rights apply to perpetual Licenses acquired during a previous term or Enrollment

   (iii) **For all other Products (e.g. Office 365 services)**. Material Adverse Changes published after the start of the subscription term will not apply to any licenses for that Product acquired during the applicable Enrollment term.

   (iv) **For use rights granted through Software Assurance.** Material Adverse Changes published after the date a Product is first licensed will not apply to any licenses for that Product during the applicable enrollment term unless the changes are published with the release of a new version and Customer chooses to update to that version.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

   (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. License confirmation. This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. Reorganizations, consolidations and privatizations. If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. Making copies of Products and re-imaging rights.

a. General. Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. Copies for training/evaluation and back-up. For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. Right to re-image. In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

(ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace, and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. License transfers. License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully paid perpetual Licenses to:

(i) an Affiliate, or

(ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (1) a privatization of an Affiliate or agency or of an operating division of Enrolled Affiliate or an Affiliate, (2) a reorganization, or (3) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. Notification of License Transfer. Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. Internal Assignment of Licenses and Software Assurance. Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. Term. The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. Termination without cause. Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. Mid-term termination for non-appropriation of Funds. Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. Termination for cause. Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. Early termination. If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. Effect of termination or expiration. When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. Modification or termination of an Online Service for regulatory reasons. Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. Program updates. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (1) becomes publicly available without a breach of this agreement, (2) the receiving party received lawfully from another source without a confidentiality obligation, (3) is independently developed, or (4) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (1) for Customer Data until it is deleted from the Online Services, and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (1) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (2) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. *Warranties.*

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. *Defense of third party claims.*

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, authority, and must take all reasonable action to mitigate its losses arising from the third-party claim. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope

of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate paid for the applicable Products during the term of this Agreement, subject to the following:

a. **Online Services**. For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. Verifying compliance.

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify such compliance with the Product's license terms. Microsoft will engage an independent auditor and Enrolled Affiliate must provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including visible access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate must provide, without undue delay, the foregoing information and access upon request of the independent auditor

b. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 calendar days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate use or distribute. The independent auditor is subject to a confidentiality obligation sufficient to cover the auditor's engagement with Enrolled Affiliate for the verification process. Enrolled Affiliate may, at its discretion, also require a mutually agreeable confidentiality agreement with the independent auditor for access to premises, data

and systems. Such confidentiality agreement between Enrolled Affiliate and auditor must be completed within fourteen (14) days of such request, and shall not restrict the ability for the independent auditor to accurately verify compliance and share the resulting information with Microsoft. Any information collected will be used solely for purposes of determining Enrolled Affiliate's compliance. This verification will take place during normal business hours and the auditor will make best efforts not to interfere with Enrolled Affiliate's operations during the course of the audit.

c. **Remedies for non-compliance.** If verification reveals any use of Products without applicable license rights, then within 30 days Enrolled Affiliate must order sufficient licenses to cover its use, and, if such use or distribution is determined to be in excess of Enrolled Affiliate's existing licenses by 5% or more of the audited environment(s) in aggregate, then Enrolled Affiliate must reimburse Microsoft for the costs Microsoft incurred in obtaining the verification and acquire the necessary additional licenses. Such licenses will be obtained at 125% of the price, based on the then-current price list. The use percentage is based on the total number of Products used without applicable liscense rights (as described above) compared to the total Product use. If it is verified that Product use is sufficiently licensed, Microsoft will not require the Enterprise to engage in another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce its rights under these Additional Use Rights and Restrictions or to protect its intellectual property by any other legal or contractual means.

14. Miscellaneous.

a. **Use of contractors.** Microsoft may use contractors to perform services but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) at: https://www.microsoft.com/licensing/servicecenter (or a successor site). Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence**. In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) the Microsoft Products and Services Data Protection Addendum, (2) this Enterprise Agreement, (3) any Enrollment, (4) the Product Terms, (5) Service Level Agreements, (6) orders submitted under this Agreement, and (7) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	
Previous Enrollment number *(Reseller to complete)*	75885506

Framework ID *(if applicable)*	

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Microsoft Products and Services Data Protection Addendum, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. Order requirements.

a. Minimum order requirements. Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) Enterprise commitment. Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services**.**

b. Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. Use Rights for Enterprise Products. For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. Country of usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. Resellers. Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. Adding Products.

(i) Adding new Products not previously ordered. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced as long as (a) the initial order minimum requirements are maintained and (b) the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available. Subscription Licenses ordered upfront may not be reduced.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The last true-up order or update statement during an Enrollment term is due within 30 days prior to the Expiration Date, and any license reservations within this 30-day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate may request to renew Products and Services under this Enrollment for one additional 36-month term. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements or Enrollments in order to renew. In order for a renewal request to be considered, Microsoft must receive a Renewal Form, Product Selection Form, and renewal request prior to or at the Expiration Date. Microsoft will review a renewal request made under this section in good faith and may accept or reject such request in its sole discretion.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Make an election for including Affiliates in the Enterprise (Required).

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☐ **Enrolled Affiliate only.**

☒ **All Affiliates.** All Affiliates of Enrolled Affiliate are hereby included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

☐ **Enrolled Affiliate including.** Only the Enrolled Affiliate and the Affiliates listed below will be included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

The following Affiliates are included in the Enterprise:

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree to the following:

Products ordered under this Enrollment may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws"). Customer will not, and will ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Enrollment immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, a Regional Trade Compliance Supplemental Terms incorporated herein by reference.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate

consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://privacy.microsoft.com/privacystatement.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact may also be an Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC)and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Georgetown
Contact name: First* Greg **Middle** **Last*** Berglund
Contact email address* greg.berglund@georgetowntexas.gov
Street address* 510 W. 9th Street
City* Georgetown
State* TX
Postal code* 78627-5510
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 512-930-3645
Tax ID
Work or School (WSA) Account ID
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC)and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* **Middle** **Last***
Contact email address*
Street address*
City*
State*
Postal code* -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*
Work or School (WSA) Account ID
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* **Middle** **Last***
Contact email address*

Phone*
Work or School (WSA) Account ID
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. Reseller information. Reseller contact for this Enrollment is:

Reseller company name* SoftwareONE, Inc.
Street address (PO boxes will not be accepted)* 320 E Buffalo Street
City* Milwaukee
State* Wisconsin,
Postal code* 53202-5875
Country* United States
Contact name* MS. Admin
Phone* 262-317-5555
Contact email address* ms-admin.us@softwareone.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Bridget Hardwick
Printed name* Bridget Hardwick
Printed title* SR. Microsoft Sales Operations Analyst
Date* 6/8/2026
** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Microsoft | Volume Licensing

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Georgetown
Contract that this form is attached to: Enterprise Enrollment

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Enterprise Enrollment	75885506	☒	☒
		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐
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		☐	☐

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

3181783.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	1,180	1,180	1.0	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
M365 G5 GCC	760
M365 G5 GCC FromSA Renewal	420

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	1180	1180	1180	1180

Enrolled Affiliate's Price Level:

Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: In the following countries, any direct Enrollment consisting of only Enterprise Online Services will not be eligible for the Renewal option described in Section 5.b. of the Enrollment or for a new Enrollment due to program changes: Argentina, Australia, Austria, Belgium, Canada, Chile, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Malta, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, and Uruguay.

Note 2: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 3: Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level “A” throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Microsoft Volume Licensing

Amendment to Contract Documents

Enrollment Number

AMD000502646

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Invoice for Quoted Price
Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAL-48033	M365 G5 FSA Renewal GCC Sub Per User	0	420
AAL-45735	M365 G5 GCC Sub Per User	80	680
EP2-24658	M365 Copilot GCC Sub Add-on	25	0
9K4-00003	Visio P2 FSA GCC Renewal Sub Per User	20	0
P3U-00001	Visio P2 GCC Sub Per User	14	0
VRM-00001	Win OLS Activation User GCC Sub Per User	1,050	130
28U-00005	D365 Finance GCC Sub Per User	26	0
IR2-00001	D365 Operations Activity GCC Sub	30	0
IR7-00001	D365 Operations Sandbox T2 GCC Sub Add-on	1	0
7JI-00001	Defender Endpoint Server GCC Sub	300	0
NMH-00001	Intune Device P1 GCC Sub Per Device	215	0

SKU Number	SKU Description	Existing Quantity	Incremental quantities
RMU-00004	Phone Resource Account GCC Sub Phone System Virtual User	35	0
7E7-00001	Planner & Project P3 FSA GCC Renewal Sub Per User	10	0
7MS-00001	Planner & Project P3 GCC Sub Per User	5	0
SFR-00001	Power Automate GCC Sub Per User	5	0
HJR-00002	Power BI Premium EM1 GCC Sub	1	0
9IM-00003	Power BI Premium USL AO GCC Sub Add-on	30	0
6U1-00004	Power BI Premium USL GCC Sub Per User	30	0
LM9-00003	Teams Domestic Calling Plan GCC Sub 120 Min Per User	95	0
LM9-00001	Teams Domestic Calling Plan GCC Sub Per User	11	0
LN9-00001	Teams International Calling Plan GCC Sub Per User	1	0
WFK-00004	Teams Premium GCC - Legacy Sub Per User	2	0
VA1-00001	Teams Rooms Pro GCC Sub Per Device	18	0
KXJ-00001	Teams Shared Space GCC Sub Per Device	5	0

Enterprise Enrollment
Multi-Tenant Enrollment
Amendment M130

1. *Definitions.*

a. "Lead Enrollment" means the Enrollment number listed at the top of this Amendment.

b. "Tenant" means the environment established by Microsoft on its multi-tenant servers from which Online Services are hosted for Enrolled Affiliate's Enterprise.

c. More information about Tenants may be found in the applicable Services Descriptions posted to the following or a successor site Microsoft identifies: http://technet.microsoft.com/en-us/library/jj819284.aspx

d. "Tenant Administrator" means any licensed user of a Tenant that has their role set to "Global Administrator" in their profile settings in the Tenant User Administration page of the tenant portal. A Tenant can have multiple users configured as "Global Administrator" and in this case there is no differentiation of technical capabilities between them, they are each Tenant Administrators for that Tenant and can perform their technical functions unilaterally. The login credentials must be unique across the entire global system for each user, including but not limited to, users that are configured as Tenant Administrators. Each Tenant will require Tenant Administrator(s).

2. *Tenant Enrollment terms.*

a. Customer Data in each Tenant is logically isolated from Customer Data in other Tenants, and each Tenant is managed separately by Tenant Administrator(s) using entirely different login credentials. Two Tenants may not share Tenant Administrator(s) with the same login credentials or share data objects such as address lists or SharePoint Online sites.

b. To enable multiple Tenants for Online Services Plans, as identified in the Product Terms, Enrolled Affiliate can request assignment of an enrollment number ("Tenant Enrollment") for each Affiliate (or a department or division thereof), or subset of Affiliates, included in its Enterprise, or a department or division of Enrolled Affiliate, that require separate Tenants ("Tenant Affiliate"). Tenant Enrollments may only be established for Affiliates (or a department or division thereof) included in the Enrolled Affiliate's Enterprise in the "Enrolled Affiliate's Enterprise" section of the Enrollment or for a department or division of Enrolled Affiliate.

c. To facilitate Tenant Enrollments for Tenant Affiliates, the parties agree that an enrollment number will be assigned for each Tenant Affiliate listed in the Tenant Information Excel Form attached as an Appendix to this Amendment. Enrolled Affiliate hereby accepts the terms and conditions of the Lead Enrollment on behalf of each Tenant Affiliate. Enrolled Affiliates represents and warrants that it has the right, power, and authority to accept on behalf of Tenant Affiliate.

d. Notwithstanding that the Tenant Affiliates listed in the Tenant Information Excel Form attached as an Appendix will appear as Enrolled Affiliates in Microsoft's Volume Licensing Servicing Center ("VLSC"), Enrolled Affiliate acknowledges and agrees that it is the sole Enrolled Affiliate, and sole Licensee, with respect to each Tenant Enrollment, and Enrolled Affiliate will be solely responsible for each Tenant Enrollment's compliance with the terms and conditions of the Lead Enrollment and the associated Enterprise Agreement.

e. Price level under each Tenant Enrollment will be the same level that is reflected on the Product Selection Form and is based upon the aggregate of License and Software Assurance

quantity of the Lead Enrollment and each Tenant Enrollment as described in the Product Selection Form or as described in other agreement documents.

f. The effective date, term, anniversary dates and payment dates for each Tenant Enrollment shall coincide with the Lead Enrollment identified above.

g. All Product Licenses that are not covered in the scope of the Online Services must be purchased under the Lead Enrollment, including Enterprise Products and Additional Products.

h. Enrolled Affiliate must submit an annual order (EAS Enrollments) or annual True Up order (EA Enrollments) for each Tenant Enrollment as per the terms of the Lead Enrollment and (if applicable) the submission of an Update Statement under each Tenant Enrollment. The initial order and all subsequent orders will be submitted separately for each respective Tenant Enrollment. For any included Affiliate that remains licensed with on-premise Licenses and does not require a separate Tenant Enrollment, orders must be placed under the Lead Enrollment.

i. Tenant Enrollment is exempt from the minimum order requirement in section 2.a of the Lead Enrollment.

j. If the Enrolled Affiliate is Transitioning Licenses (as contemplated in the Lead Enrollment), Licenses from which the Enrolled Affiliate is Transitioning will be reduced from the Lead Enrollment identified above and the Licenses to which the Enrolled Affiliate is Transitioning will be ordered under the specific Tenant Enrollment(s).

k. Each Tenant Enrollment may be managed separately in VLSC (or a successor site) by the individuals whose names and contact information are identified in Tenant Information Excel Form attached as an Appendix to the Amendment, or by other individuals to whom each Tenant Affiliate may delegate such management responsibilities, to the same extent as if such Tenant Affiliate had enrolled separately as an Enrolled Affiliate under the Enterprise Agreement pursuant to its own Enrollment.

l. Enrollment acceptance and order reminders will be sent to contact(s) identified on the Lead Enrollment only.

3. Technical considerations for multi-Tenant deployment.

Each Tenant Affiliate will be assigned a separate Tenant, provided that it complies with the terms and conditions of this Amendment.

Each Tenant Affiliate will manage its Tenant separately in the administrator console. This will permit and require each Tenant Affiliate to be managed and operated independently of the other.

Due to the independent nature of each Affiliate Tenant from the other, there will be a number of technical boundaries associated with managing or using the tenants together, including but not limited to those in the following list:

a. No ability to provide consolidated administrative reporting or control across Tenants, no automated ability to move users between Tenants. For example, if a user moves from one Tenant Affiliate to another, this will require Tenant Administrators to manually create new User accounts, download mail to PST files and import, and delete old user.

b. No consolidated Global Address List for all Tenants.

c. No ability for a single individual with the same Tenant Administrator login credentials to manage more than one Tenant. However, it is possible for a single person to have unique login credentials for each tenant as long as they track their own login credentials.

d. No ability to share domain names across Tenants, no ability to share SIP domains (each Tenant will have a separate Skype for Business Online SIP domain).

e. Separate Licenses required if users in one Tenant need to access SharePoint Online in another Tenant, no master SharePoint content index combining all Tenants (each Tenant's index will be restricted to that Tenant).

f. Additional on-premise configuration required for directory synchronization; some scenarios may not be possible. Affiliate is advised to consult with technical specialists prior to signing this Amendment to determine if their proposed configuration will work.

4. Contact Information for Tenant Enrollment

a. Primary Contact. For purposes of delineating enrollments, Tenant Enrollments will be delineated uniquely in the enrollment details to be displayed on VLSC with the following format "Tenant-Lead Enrollment number-Tenant Affiliate Name". This name must be provided in the Tenant Information Excel Form attached as an Appendix for this Amendment under Tenant Affiliate Name. The individual contact identified as Primary contact will be the same individual with the same physical address across all Tenant Enrollments as identified on the Lead Enrollment.

b. For each Tenant Enrollment, an Online Services Manager must be provided in the Tenant Information Excel Form attached as an Appendix to this Amendment.

c. Microsoft may, from time to time, contact the Online Services Manager regarding the Tenant(s).

d. Warning: If the Online service Manager Contact is a third party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and its Affiliates.

This Amendment must be attached to a signature form and accompanied by the *Tenant Information* – Excel Form to be valid. The Number of tenant(s) listed in the *Tenant Information* – Excel Form file is: 1.

Appendix

Tenant Information – Excel Form attached

Enterprise Enrollment
Multiple Azure Billing Tenants Under a Single Enrollment
Amendment ID M423

1. Definitions.

"Azure Billing Tenant" means the environment established by Microsoft on its multi-tenant servers from which a customer accesses Microsoft Azure Services.

"Lead Enrollment" means the Enrollment identified above.

"Billing Tenant Enrollment" means the enrollment associated with an Azure Billing Tenant established for a Tenant Affiliate under this Amendment.

"Tenant Administrator" means any licensed user of an Azure Billing Tenant that has its role set to "Global Administrator" in the profile settings in the Tenant User Administration page of the tenant portal.

"Tenant Affiliate" means an Affiliate, department, or any user group included in the Enrolled Affiliate's Enterprise who will access the Azure Billing Tenant that is identified in the Tenant Information Excel Form attached as an Appendix to this Amendment.

2. The parties agree to the following Billing Tenant Enrollment Terms as follows:

a. **Tenant Affiliate Access and Enrolled Affiliate Obligations**. Each Tenant Affiliate may access each Azure Billing Tenant and its corresponding Billing Tenant Enrollment identified in the Tenant Information Excel Form attached as an Appendix to this Amendment. Enrolled Affiliate acknowledges and agrees that: (i) it is the sole Enrolled Affiliate; (ii) it is the sole Licensee with respect to each Billing Tenant Enrollment; and, (iii) it is solely responsible for ensuring that each of its Tenant Affiliate's comply with the terms and conditions set forth in the Lead Enrollment and any subsequent amendment hereof.

b. **Tenant Administrator User Credentials.** Each Tenant Administrator must have its own, unique, login credential and shall manage each Azure Billing Tenant separately. No two Azure Billing Tenants may share one Tenant Administrator login credential or data object(s).

c. **Azure Prepayment.** Each Tenant Affiliate can purchase an Azure Prepayment; however, the allocated funds for such commitment cannot be transferred between Azure Billing Tenants and Tenant Affiliates.

d. **Purchasing**

   (i) Purchase eligibility. Billing Tenant Enrollments may only be used to purchase Microsoft Azure Services and Microsoft Azure Services Plans.

   (ii) Pricing. The price for Microsoft Azure Services and Microsoft Azure Services Plans purchased under a Billing Tenant Enrollment will be based on the pricelist current as of the Billing Tenant Enrollment Effective Date. Any price adjustment to a Billing Tenant Enrollment will be applicable only to that Billing Tenant Enrollment.

   (iii) Initial Order. Each Billing Tenant Enrollment must include an initial order.

   (iv) Billing Tenant Enrollment Effective Date. The effective date of a Billing Tenant Enrollment will be the processing date of the initial order.

e. **Orders.** Enrolled Affiliate must submit separate orders, on behalf of each Billing Tenant Enrollment. Orders shall be governed by the terms set forth in the Lead Enrollment, except as specified in this Amendment. Orders are not transferrable between Billing Tenant Enrollments.

Billing Tenant Enrollment acceptance and order reminders will be sent to the contact(s) identified on the Lead Enrollment only.

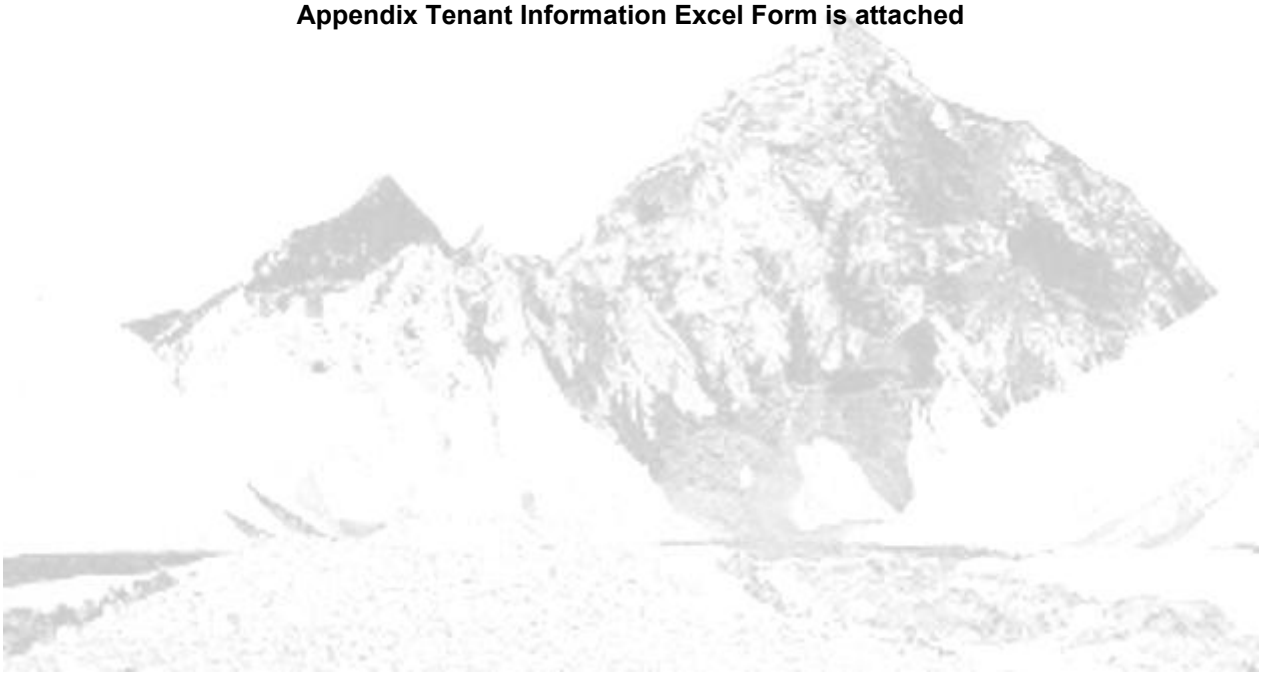
f. **Notices Contact and Online Services Manager.** Each Billing Tenant Enrollment, shall have its own Notices Contact and Online Services Manager as listed in the Tenant Information Excel Form attached as an Appendix to this Amendment. The Notices Contact and Online Services Manager is authorized to manage the Microsoft Azure Services obtained under the related Billing Tenant Enrollment.

g. The expiration date, anniversary dates, payment dates and applicable taxes for each Billing Tenant Enrollment shall be the same as in the Lead Enrollment.

h. Warning: If the Online service Manager Contact is third party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and it Affiliates.

This Amendment must be attached to a signature form and accompanies by the Tenant Information Excel Form to be valid. The Number of Tenant (s) listed in the Tenant Information Excel form file is:1

Appendix Tenant Information Excel Form is attached



Enterprise Enrollment
Early Commitment
Amendment ID M325

For the purposes of this Amendment, “Entity” can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

The parties agree that the Enrollment is amended by adding a section entitled “Early Commitment.”

Early Commitment

a. In this Amendment, “Entity” can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

b. This renewal may be earlier than the required timeline. The effective date of this Enrollment shall be one day following the Expiring Enrollment.

c. Entity’s initial order under this Enrollment includes a renewal of Entity’s Software Assurance and/or Subscription Licenses previously ordered under the Expiring Enrollment number 75885506 for the full term of the Expiring Enrollment from the day after expiration. The following conditions apply to this renewal:

(i) Entity’s final true-up order on the Expiring Enrollment shall be placed at the time this Enrollment is signed and any contents of that true-up order that Entity wishes to renew must also be added to this Enrollment’s initial order.

(ii) Any subsequent true-up orders placed under the Expiring Enrollment after the signing of this Enrollment must be placed no later than 15 days prior to the Expiring Enrollment’s Expiration Date, and must be placed with the assistance of Entity’s Microsoft Account Manager, Software Advisor or Reseller.

(iii) During the period between the execution and effective date of this Enrollment, Entity may add new Products to the Expiring Enrollment. No later than 15 days prior to the Expiring Enrollment’s Expiration Date, Entity may renew Software Assurance or Subscription Licenses for such Products under this Enrollment with the assistance of Entity’s Microsoft Account Manager, Software Advisor or Reseller by submitting a supplemental order.

Except for changes made by these amendments, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in these amendments and any provision in the Enrollment or Agreement identified above, these amendments shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

"(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Dec2025)(IU).docx"		M97	Lime
"(M130)EnrAmend(MultiTenantEnrollment)(WW)(ENG)(May2026)(IU).docx"		M130	Lime
"(M423)EnrMultiTenant(MultipleAzureBillingTenantsUnderASingleEnrollment)(WW)(ENG)(Oct2025)(IU).docx"		M423	Lime

"(M325)EnrAmend(EarlyCommitment)(WW)(ENG)(Feb2026)(IU).docx"		M325	P-LSS

This Tenant Information - Excel Form must be used with the Multi-Tenant Enrollment Amendment (M130/M423/H21/M459/Add Tenant Form) to be valid - If the Online service Manager Contact is a third party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and its Affiliates.

File Version: August_2025

Registration ID (required only in 25 countries)	Prior Enrollment (if renewal)	Amendment*	Tenant Affiliate Name (will be used as Tenant ID Name in CPS)*	Contact First Name*	Contact Last Name*	Online Service Manager Email*	Cloud Scope*
	8954195	M130	AZ Commercial	Minh	Luu	Minh.Luu@GeorgetownTexas.gov	Commercial

This Tenant Information - Excel Form must be used with the Multi-Tenant Enrollment Amendment (M130/M423/H21/M459/Add Tenant Form) to be valid - If the Online service Manager Contact is a third party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and its Affiliates.

File Version: August_2025

Registration ID (required only in 25 countries)	Prior Enrollment (if renewal)	Amendment*	Tenant Affiliate Name (will be used as Tenant ID Name in CPS)*	Contact First Name*	Contact Last Name*	Online Service Manager Email*	Cloud Scope*
		M423	Azure GCC	James	Davis	James.Davis@georgetowntexas.gov	Government

Microsoft | Volume Licensing

Enterprise Update Statement

Enterprise Agreement Number 01E73535
Enrollment Number 75885506
Company Name City of Georgetown

In accordance with the terms of entity's Enterprise Agreement and Enrollment, a true-up order must be submitted for each Enrollment's anniversary (including at Enrollment expiration and prior to any renewal) to account for License quantity increases for:

a. Qualified Desktops/Devices or Qualified Users

b. Online Services (where permitted)

c. Previously ordered Additional Products

d. Products included in the Server and Cloud Enrollment or Enrollment for Core Infrastructure

e. Products included in the Enrollment for Application Platform. Products selected with the three year true-up option must place the true-up order only upon enrollment expiration and prior to renewal.

If entity has ordered any additional quantities since its last Enrollment anniversary, this annual true-up order is still required. Entity must submit an Enterprise Update Statement for each anniversary when there has been no increase in required License quantities as described above.

☒ In checking this box, entity confirms that under the above referenced Enrollment, there has been no increase in the number of required Licenses not already ordered in a prior placed True Up Orders. Entity understands that it is the responsibility of the entity to ensure that all licenses installed are used according to the Enterprise Agreement and Enrollment referenced above.

Select applicable year for this Update statement: Year 3

Customer/Government Partner (as applicable)
Name of Entity*   City of Georgetown
Signature*
Printed Name*
Printed Title*
Signature Date*

*** indicates required fields**

City of Georgetown, Texas
City Council
June 23, 2026

SUBJECT:
Second Reading - 2026-2-REZ - 1112 W University Ave

SUGGESTED ACTION:
Second Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 0.276 Acres, C. Stubblefield Sur, from the Residential Single-Family (RS) zoning district to the Local Commercial (C-1) zoning district, for the property generally located at 1112 West University Ave, Georgetown, TX 78628 (2026-2-REZ) -- Anish D'Souza, Associate Planner

ITEM SUMMARY:
The applicant is requesting a rezoning of approximately 0.276 acres located at 1112 W. University Avenue from the Residential Single-Family (RS) zoning district to the Local Commercial (C-1) zoning district. The property is currently developed with an existing office building and is located along the W. University Avenue (SH 29) corridor adjacent to existing commercial development.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Anish Dsouza, Planning Department

ATTACHMENTS:
2026-2-REZ Cover Sheet.pdf
2026-2-REZ CC Staff Report.pdf
2026-2-REZ CC2 Staff Presentation.pdf
2026-2-REZ Ordinance with Exhibits.pdf
Exhibit 1 - Location Map.pdf
Exhibit 2 - Future Land Use Map.pdf
Exhibit 3 - Zoning Map.pdf
Exhibit 4 - C-1 Design & Development Standards.pdf
Exhibit 5 - Letter of Intent.pdf
Exhibit 6 - Criteria Analysis.pdf

Planning and Zoning Cases
Cover Sheet

TITLE:
2026-2-REZ 1112 W University Avenue

AGENDA CATEGORY:
Consent Agenda

SUBJECT:
For Rezonings, including PUDs –

For P&Z
Public Hearing and possible action on a request for a Zoning Map Amendment to rezone 0.276 Acres in the C. Stubblefield Survey, Abstract No. 558, from the Residential Single-Family (RS) zoning district to the Local Commercial (C-1) zoning district, for the property generally located at 1112 University Avenue West, Georgetown, TX 78628 (2026-2-REZ). Anish D'Souza, Associate Planner

For Council First Reading
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 0.276 Acres, C. Stubblefield Survey, Abstract No. 558, from the Residential Single-Family (RS) zoning district to the Local Commercial (C-1) zoning district, for the property generally located at 1112 University Ave W, Georgetown, TX 78628 (2026-2-REZ). Anish D'Souza, Associate Planner

For Council Second Reading
Second Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 0.276 Acres, C. Stubblefield Survey, Abstract No. 558, from the Residential Single-Family (RS) zoning district to the Local Commercial (C-1) zoning district, for the property generally located at 1112 University Ave W, Georgetown, TX 78628 (2026-2-REZ). Anish D'Souza, Associate Planner

ITEM SUMMARY:
Overview of Applicant's Request:
The applicant is requesting a rezoning of approximately 0.276 acres located at 1112 W. University Avenue from the Residential Single-Family (RS) zoning district to the Local Commercial (C-1) zoning district. The property is currently developed with an existing office building and is located along the W. University Avenue (SH 29) corridor adjacent to existing commercial development.

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 the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment - Rezoning, 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 (12 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper (05.03.2026) and signs were posted on-site. As of the publication date of this report, staff has received 0 written comments in favor and 0 in opposition of the request.

Planning and Zoning Commission Recommendation:
At their 05.19.2026 meeting, the Planning and Zoning Commission recommended approval (7-0) of the request.

City Council First Reading:
At their 06.09.2026 meeting, the City Council approved (7-0) First Reading of the Ordinance for the proposed request.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Anish D'Souza, Associate Planner

ATTACHMENTS

2026-2-REZ CC Staff Presentation	*Staff Presentation*
2026-2-REZ CC Staff Report	*Staff Report*
2026-2-REZ Ordinance with Exhibits	*Ordinance*
Exhibit 1 – Location Map	*Backup Material*
Exhibit 2 – Future Land Use Map	*Backup Material*
Exhibit 3 – Zoning Map	*Backup Material*
Exhibit 4 - C-1 Design & Development Standards	*Backup Material*
Exhibit 5 – Letter of Intent	*Backup Material*
Exhibit 6 – Criteria Analysis	*Backup Material*

Planning Department Staff Report

Report Date: 05.19.2026
Case Number: 2026-2-REZ

AGENDA ITEM DESCRIPTION

Public Hearing and possible action on a request for a Zoning Map Amendment to rezone 0.276 Acres in the C. Stubblefield Survey, Abstract No. 558, from the Residential Single-Family (RS) zoning district to the Local Commercial (C-1) zoning district, for the property generally located at 1112 University Avenue West, Georgetown, TX 78628 (2026-2-REZ). Anish D'Souza, Associate Planner

AGENDA ITEM DETAILS

Project Name:	Briggs Building Rezoning
Applicant:	Jim Briggs
Property Owner:	Briggs, James H & Janna G
Property Address:	1112 University Ave W
Legal Description:	0.276 Acres in the C. Stubblefield Survey, Abstract No. 558
Current Zoning:	Residential Single-Family (RS)
Current Use:	General Office (Insurance & Financial Services)

APPLICANT'S REQUEST

The applicant is requesting a rezoning of approximately 0.276 acres located at 1112 W. University Avenue from the Residential Single-Family (RS) zoning district to the Local Commercial (C-1) zoning district. The property is currently developed with an existing office building and is located along the W. University Avenue (SH 29) corridor adjacent to existing commercial development.

RECOMMENDATION

Staff recommends APPROVAL of the request.

PROPERTY CONTEXT

Neighborhood Character:

The subject property is located along the W. University Avenue (SH 29) corridor within an area characterized by a mix of commercial, retail, office, and civic uses. The surrounding area includes large-scale commercial development associated with the Wolf Ranch development, including retail, restaurant, office, and multifamily uses. The property directly north of the site is zoned Agriculture (AG) and Residential Single-Family (RS) and is currently utilized as a cemetery. The SH 29 corridor functions as a major commercial area within the City.

Zoning Trends:
The subject property is surrounded by a range of commercial zoning districts, including a Planned Unit Development (PUD) to the east with a Local Commercial (C-1) base zoning, and General Commercial (C-3) zoning to the west and south. Existing development patterns along the W. University Avenue corridor reflect a continued trend toward commercial and mixed-use development consistent with the Special Area designation found in the Future Land Use Map for Wolf Lakes. The requested C-1 zoning would provide a transition in intensity between the existing commercial corridor and surrounding properties while remaining consistent with the established development pattern in the area.

Present Property Description:
The subject property consists of approximately 0.72 acres and is currently developed with an existing office building (Farmers Insurance) and associated parking area. The property is located along W. University Avenue (SH 29), a principal commercial corridor within the City, and is surrounded by a mix of commercial, retail, office, multifamily, and civic land uses. Existing utility and transportation infrastructure currently serve the site.

STAFF ANALYSIS

The subject property has an existing Future Land Use designation of Special Area (SA). The Special Area designation is intended to accommodate integrated mixed-use development with an emphasis on retail, office, commercial, recreational, and civic uses within strategically planned activity centers. The requested Local Commercial (C-1) zoning district is consistent with the Future Land Use designation and existing development pattern along the W. University Avenue (SH 29) corridor.

The subject property is surrounded by a mix of commercial, retail, multifamily, and civic land uses, including existing C-1 zoning as part of the PUD to the east and C-3 zoning to the west and south. The property located north of the site is currently zoned Agriculture (AG) and Residential Single-Family (RS) and is utilized as a cemetery. The proposed C-1 zoning district is compatible with the surrounding zoning pattern and existing character of development in the area.

The proposed rezoning request was reviewed by all applicable City departments to determine the appropriateness of the requested zoning district on the subject property. No objections to the rezoning request were identified during departmental review.

Staff reviewed the proposed rezoning request and found it complies with all approval criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined in Exhibit 6.

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 annexation and initial zoning request (12 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (May 3, 2026) and signs were posted on-site. To date, staff has received 0 written comment 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 Local Commercial Zoning District
Exhibit 5 – Letter of Intent
Exhibit 6 – Criteria Analysis

SUBMITTED BY

Anish D'Souza, Associate Planner

1112 University Avenue West 2026-2-REZ

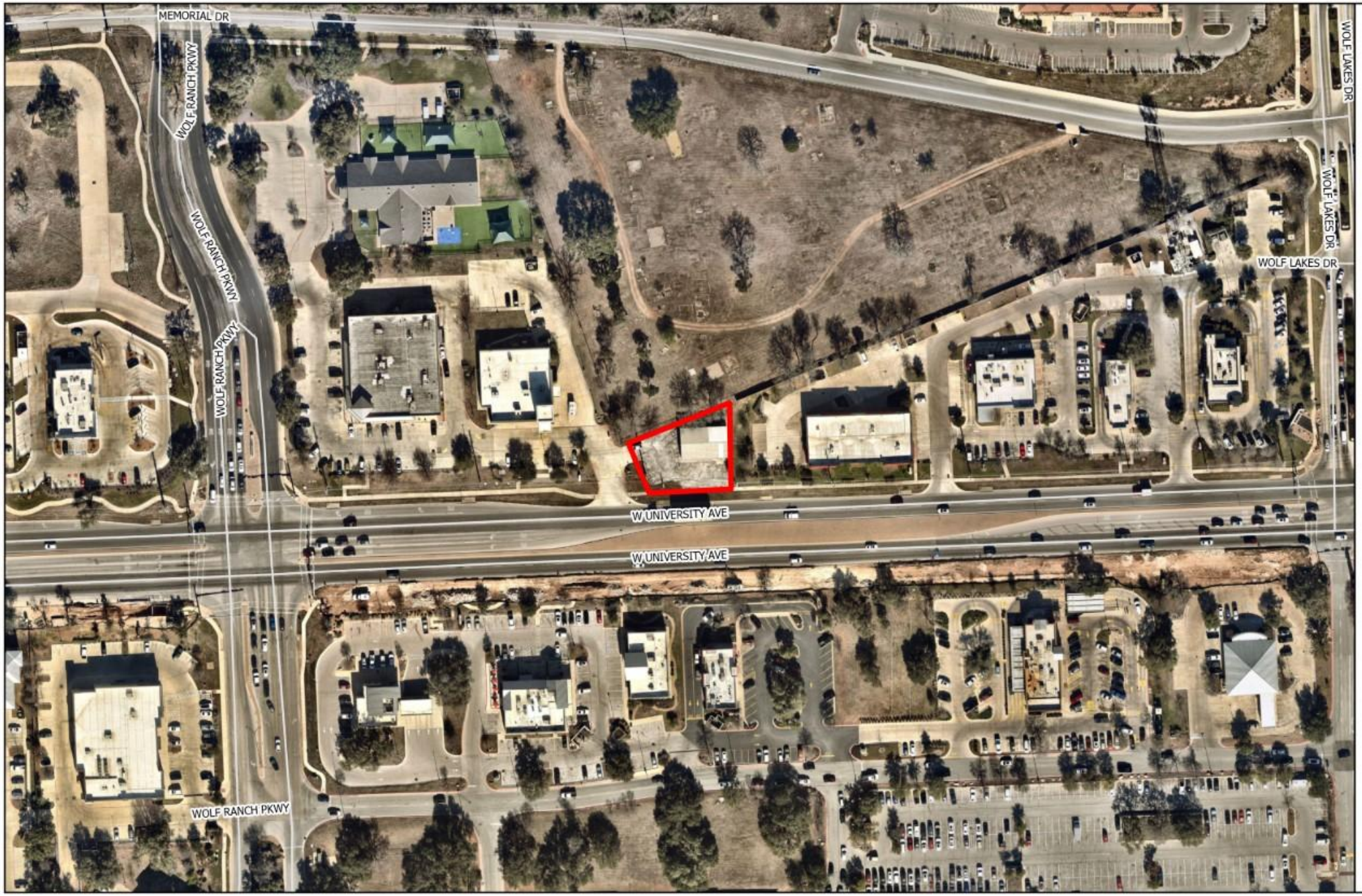
06.23.2026 | City Council

GEORGETOWN TEXAS

Item Under Consideration

2026-2-REZ

- Second Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 0.276 Acres, C. Stubblefield Survey, Abstract No. 558, from the Residential Single-Family (RS) zoning district to the Local Commercial (C-1) zoning district, for the property generally located at 1112 University Ave W, Georgetown, TX 78628 (2026-2-REZ). Anish D'Souza, Associate Planner



GEORGETOWN
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Aerial

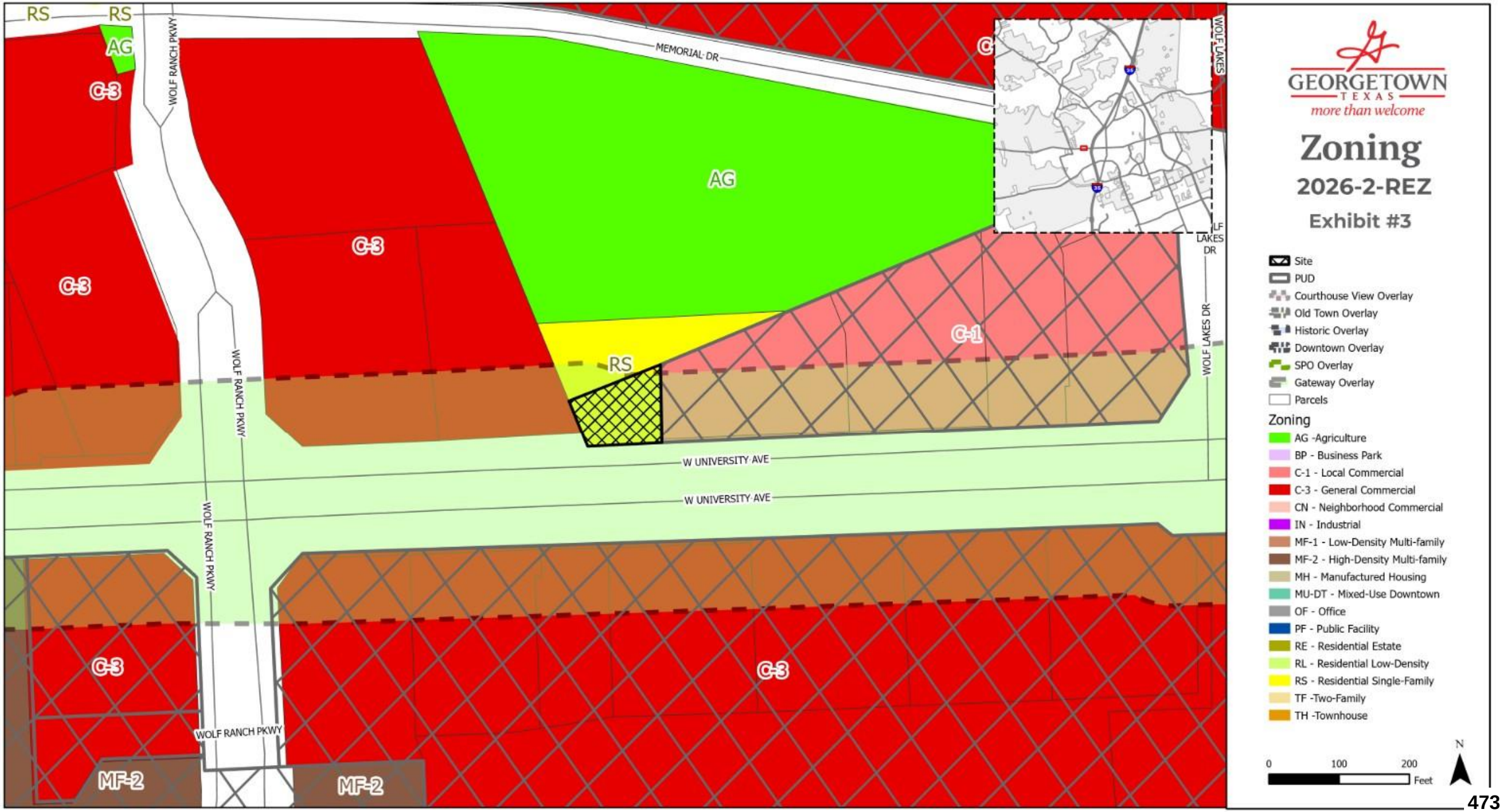
2026-2-REZ

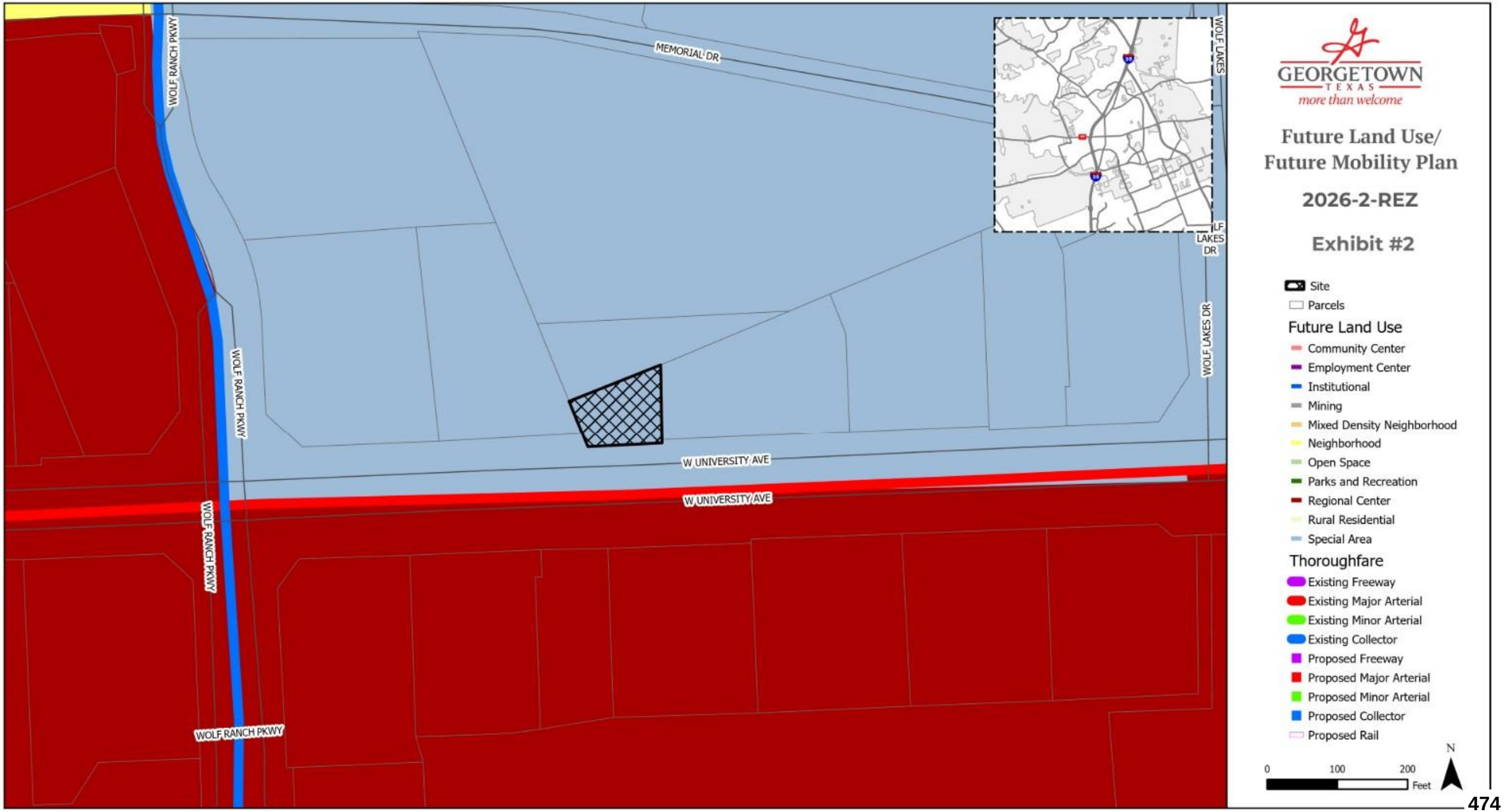
Site

N

0 100 200 Feet

FARMERS
INSURANCE


GEORGETOWN
TEXAS
more than welcome
Zoning
2026-2-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
0
100
200
Feet
N
MEMORIAL DR
WOLF RANCH PKWY
W UNIVERSITY AVE
WOLF LAKES DR
RS
AG
C-3
C-1
MF-2


MEMORIAL DR
WOLF RANCH PKWY
WOLF LAKES
LF LAKES DR
WOLF LAKES DR
W UNIVERSITY AVE
W UNIVERSITY AVE
WOLF RANCH PKWY
WOLF RANCH PKWY
WOLF RANCH PKWY
GEORGETOWN
TEXAS
more than welcome
Future Land Use/
Future Mobility Plan
2026-2-REZ
Exhibit #2
Site
Parcels
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
N

Special Area (SA)

- Unique Destinations that emphasize retail, office, and entertainment uses
- Emphasis on building design, landscaping, public spaces
- Pedestrian oriented places that often include shopping streets, shared parking, and strong links to surrounding areas

- **DUA:** ⩾ 14 units or greater
- **Target Ratio:** Development Specific
- **Primary Use:** Mixed-use (high-density residential and retail)
- **Secondary Uses:** Medium-density residential, office, commercial, recreational, and civic uses

Scenic Gateway Overlay

Scenic Corridor Intent

- Preserve corridor appearance and natural character
- Encourage enhanced landscaping and setbacks
- Minimize visual clutter and excessive lighting
- Promote coordinated corridor development

Subject Property Context

- Property is located within an existing commercial corridor along SH 29
- Surrounding area is developed with commercial, retail, office, and multifamily uses
- Requested C-1 zoning is consistent with surrounding development pattern and Special Area FLUM designation
- Future redevelopment would remain subject to Gateway Overlay standards

Current - Residential Single-Family (RS)

- Medium density
- Primarily single-family neighborhoods
- May be located in proximity of neighborhood-friendly commercial
- Protected from incompatible uses

Dimensional Standards

- Min. lot size = 5,500 sq. ft.
- Min. lot width = 45’
- Max building height = 35’
- Front setback = 20’
- Side setback = 6’
- Rear setback = 10’
- Side/rear street setback = 15’
- Street facing garage setback = 25’

Proposed - Local Commercial (C-1)

- Commercial and retail serving residential areas
- Pedestrian access to adjacent residential areas
- Not appropriate along residential streets or residential collectors

Dimensional Standards

- Min. lot width = 50’
- Max building height = 35’
- Front setback = 25’
- Side setback = 10’
- Rear setback = 0’
- Side setback to residential = 15’
- Rear setback to residential = 25’
- 15’ bufferyard adjacent to RS
- FAR = 0.5

Approval Criteria – UDC Section 3.06.030

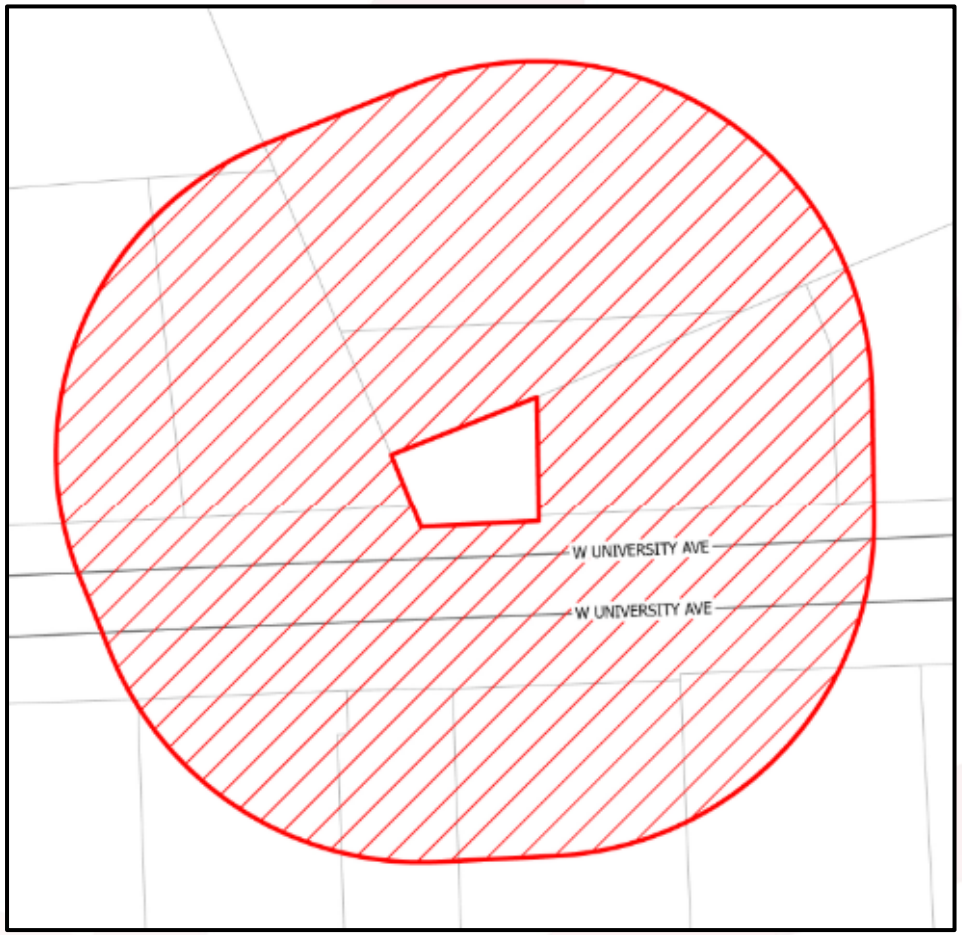
Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;	X		
The zoning change is consistent with the Comprehensive Plan;	X		
The zoning 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

- 12 property owners within the 300' buffer
- Notice in Sun News on 05.03.2026
- 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 05.19.2026 meeting, the Planning & Zoning Commission recommended APPROVAL of the request (7-0).

City Council Action on First Meeting

- At their 06.09.2026 meeting, the Planning & Zoning Commission recommended APPROVAL of the request (7-0).

Summary

- Second Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 0.276 Acres, C. Stubblefield Survey, Abstract No. 558, from the Residential Single-Family (RS) zoning district to the Local Commercial (C-1) zoning district, for the property generally located at 1112 University Ave W, Georgetown, TX 78628 (2026-2-REZ). Anish D'Souza, Associate Planner

Second Reading of an Ordinance

- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING PART OF THE OFFICIAL ZONING MAP TO REZONE 0.276 ACRES IN THE C. STUBBLEFIELD SURVEY, GENERALLY LOCATED AT 1112 UNIVERSITY AVE W, FROM RESIDENTIAL SINGLE-FAMILY (RS) TO LOCAL COMMERCIAL (C-1); REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING PART OF THE OFFICIAL ZONING MAP TO REZONE 0.276 ACRES IN THE C. STUBBLEFIELD SURVEY, GENERALLY LOCATED AT 1112 UNIVERSITY AVE W, FROM RESIDENTIAL SINGLE-FAMILY (RS) TO LOCAL COMMERCIAL (C-1); 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"):

0.276 Acres out of the CLEMENT STUBBLEFIELD SURVEY, Abstract No. 558, in Williamson County, Texas, generally located at 1112 University Ave W, as recorded in Document Number 2022123026 of the Official Public Records of Williamson County, Texas, hereinafter referred to as "The Property"; and

WHEREAS, public notice of such hearing was accomplished in accordance with State Law and the City's Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

WHEREAS, the Planning and Zoning Commission, at a meeting on 05.19.2026, 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 06.23.2026, 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 meeting at which this ordinance was approved was 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. 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 4. The Official Zoning Map, as well as the Zoning District classification for the Property is hereby amended from the Residential Single-Family (RS) district to the Local Commercial (C-1) district, in accordance with the attached ***Exhibit A*** (Location Map) and ***Exhibit B*** (Legal Description) and incorporated herein by reference.

Section 5. All ordinances or resolutions that conflict with the provisions of this ordinance are hereby repealed, and all other ordinances or resolutions of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 6. If any provision of this ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 7. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect immediately in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the _____of _____, 2026.

PASSED AND APPROVED on Second Reading on the _____ of _____, 2026.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

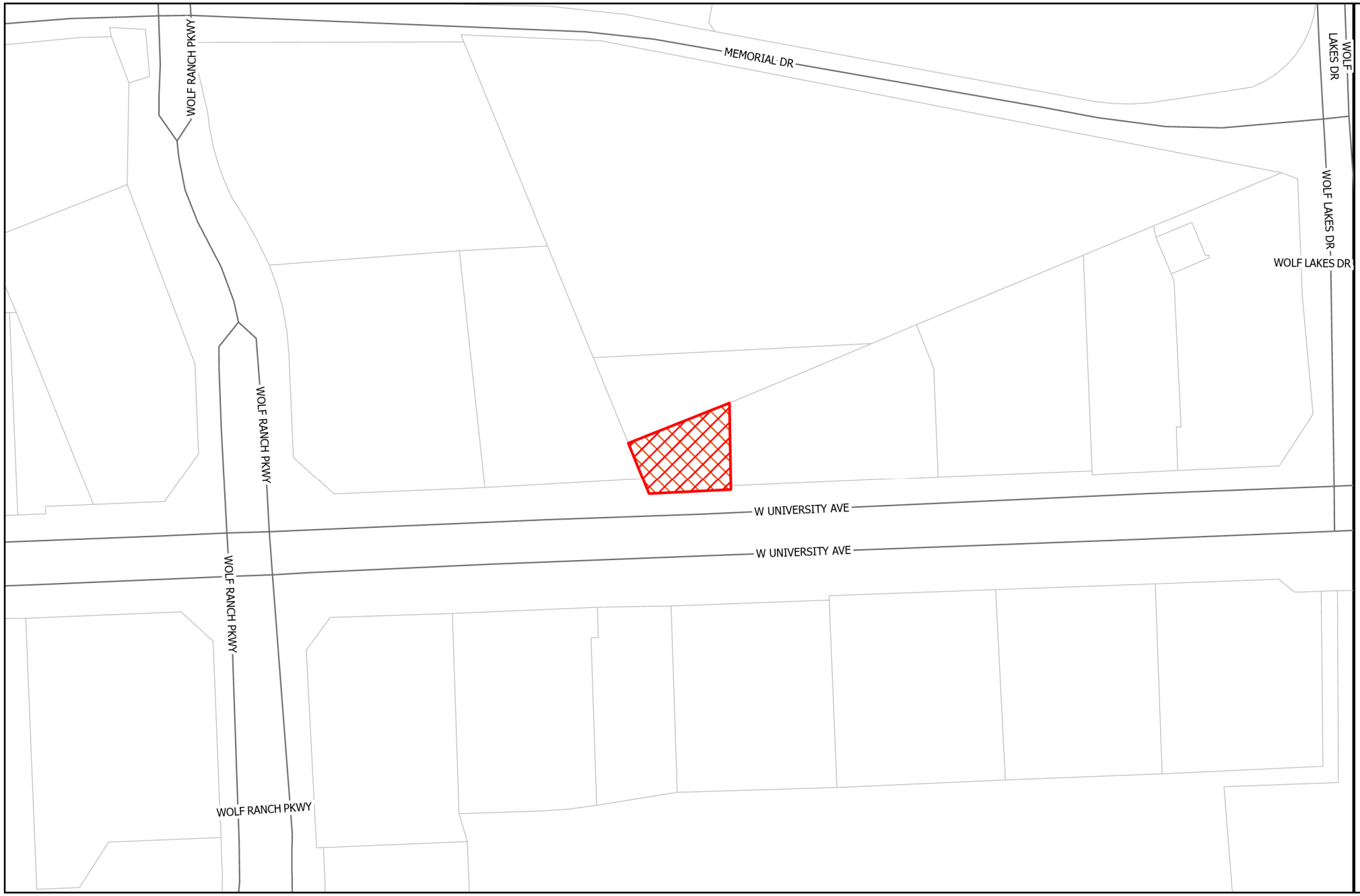
_____
Skye Masson, City Attorney

EXHIBIT A

MEMORIAL DR
WOLF RANCH PKWY
WOLF LAKES DR
WOLF LAKES DR
WOLF LAKES DR
WOLF RANCH PKWY
W UNIVERSITY AVE
W UNIVERSITY AVE
WOLF RANCH PKWY
WOLF RANCH PKWY
GEORGETOWN
TEXAS
more than welcome
Location
2026-2-REZ
Exhibit #1
Site
Parcels
N
0
100
200
Feet

EXHIBIT B

0.33 of an acre of land, more or less, out of the CLEMENT STUBBLEFIELD SURVEY, Abstract No. 558, in Williamson County, Texas, being the same property as described in Deed to A-Tex Waterproofing, Inc., recorded in Vol. 1160, Pg. 809, Official Records, Williamson County, Texas, SAVE AND EXCEPT 0.054 of an acre of land as described in Possession and Use Agreement for Transportation Purposes recorded under Doc. No. 2005002364, Official Public Records, Williamson County, Texas, and being more fully described by metes and bounds in Exhibit A attached to said Deed which is incorporated by reference herein and made a part hereof for all purposes; and being the same property described in a Deed dated December 8, 2006 from A-Tex Waterproofing Inc. to Jim Briggs and Janna Briggs, of record under Doc. No. 2006078763, Official Public Records, Williamson County, Texas.



GEORGETOWN
TEXAS
more than welcome

Location

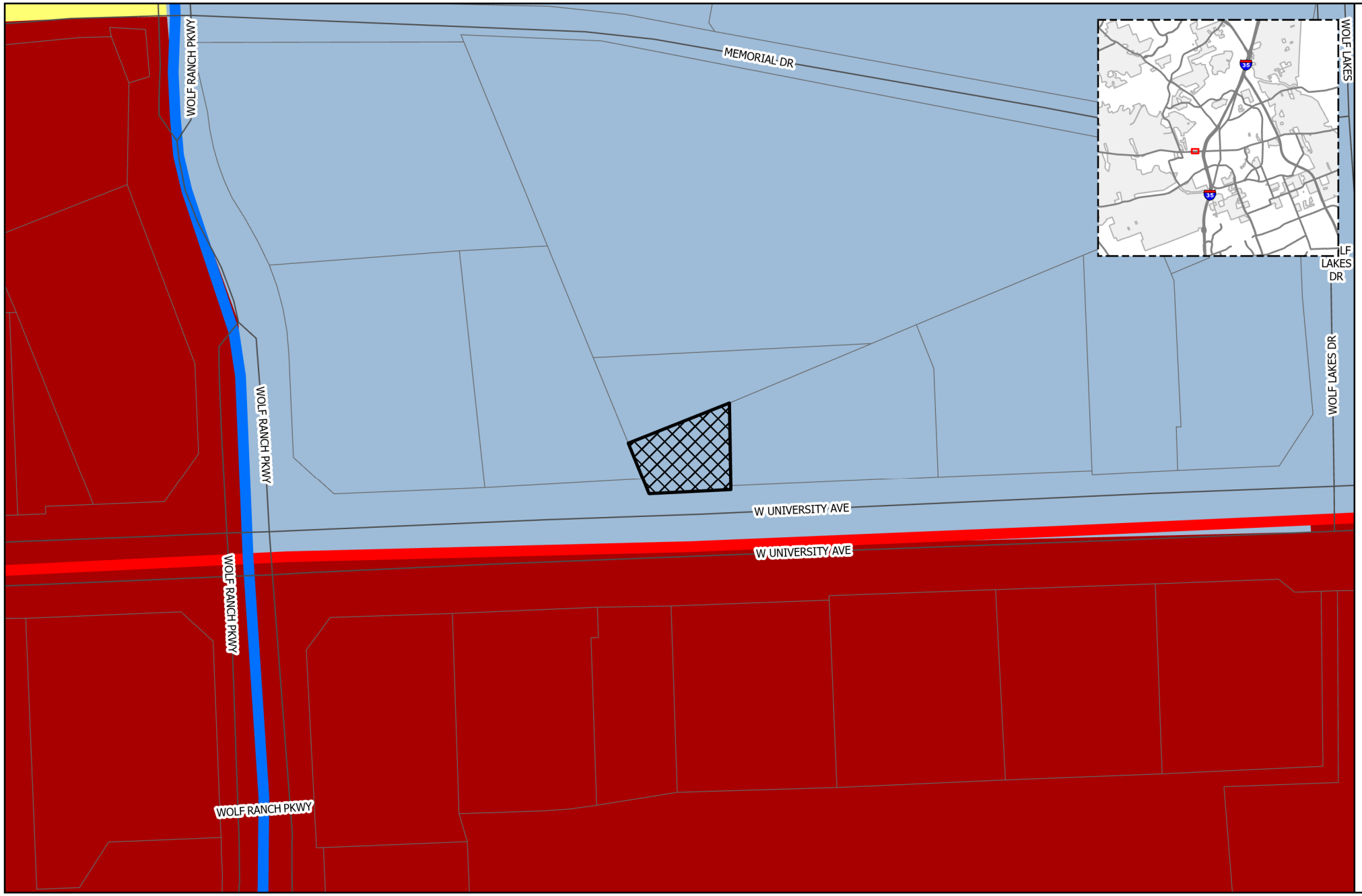
2026-2-REZ

Exhibit #1

Site
Parcels

N

0 100 200 Feet



GEORGETOWN
TEXAS
more than welcome

Future Land Use/ Future Mobility Plan

2026-2-REZ

Exhibit #2

- Site
- Parcels

Future Land Use

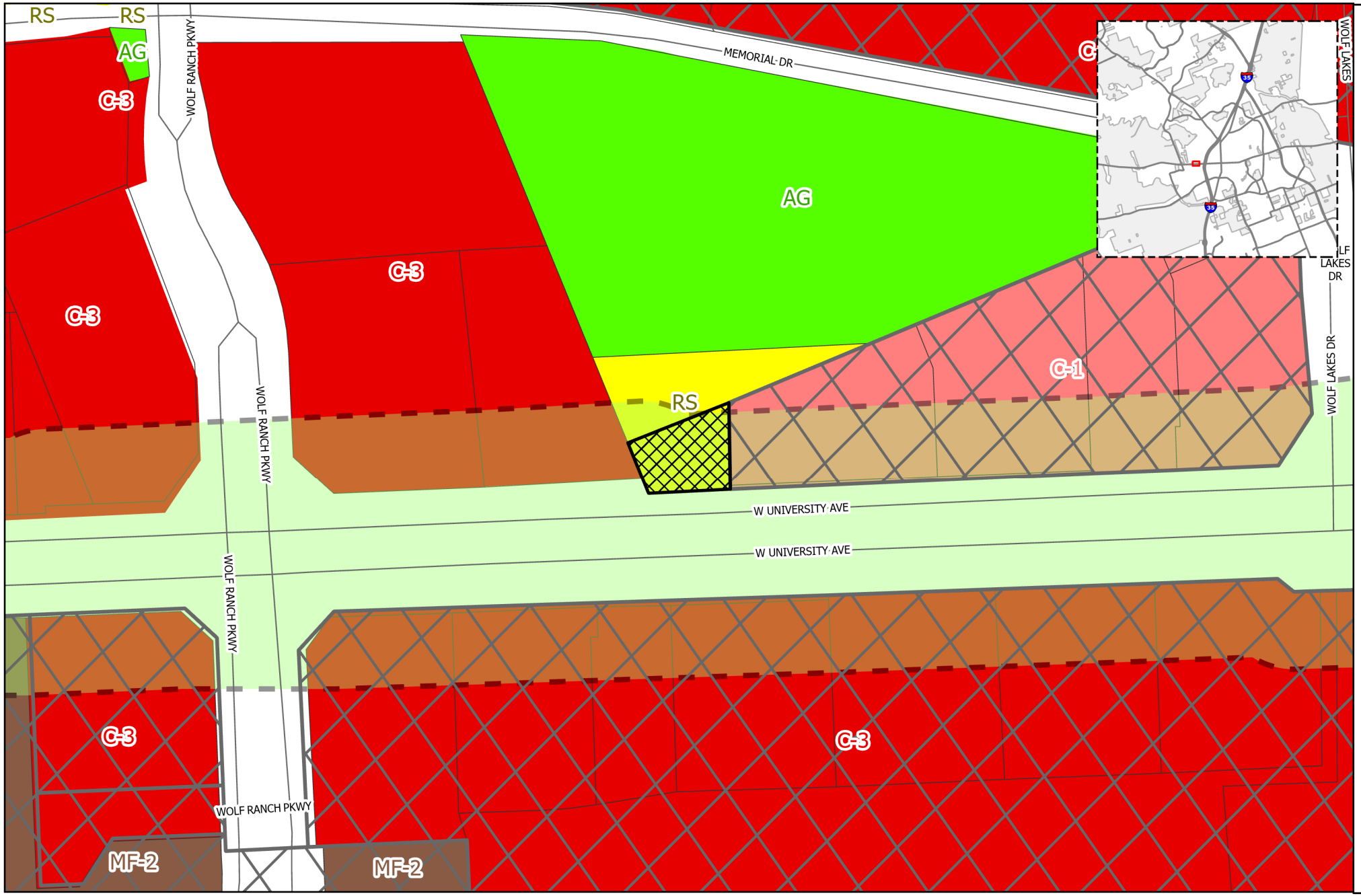
- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

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

N



GEORGETOWN TEXAS
more than welcome

Zoning

2026-2-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

0 100 200 Feet

N

C-1 Local Commercial

Residential Uses	Sec. 5.02.010
Permitted by Right	Group Home (7 residents or more), Assisted Living, Nursing or Convalescent Home, Hospice Facility, Rooming or Boarding House
Permitted with Limitations	Upper-story Residential, Home-Based Business
Special Use Permit Required	Multifamily, Attached Dwelling Units, Student Housing

Civic Uses	Sec. 5.03.010
Permitted by Right	Emergency Services Station, Government or Postal Office, Library or Museum, Social Service Facility, Hospital, Blood or Plasma Center, Nature Preserve or Community Garden
Permitted with Limitations	School (Elementary, Middle, High, College/University, Business or Trade), Day Care (Group & Commercial), Activity Center (Youth or Senior), Community Center, Religious Assembly Facilities (Inc. with Columbaria), Neighborhood Amenity, Activity, or Recreation Center, Public Park (Neighborhood, Regional)

Commercial Uses	Sec. 5.04.010
Permitted by Right	Inn, Hotel (Full service, Limited service, Boutique)
Permitted with Limitations	Bed and Breakfast (Inc. with Events), Restaurant (General, Drive-through), Bar, Tavern or Pub, Micro-Brewery, Micro Winery, or Micro Distillery, Food Catering Services, Live Music or Entertainment, Dance Hall or Nightclub, Theater (Movie or Live), Membership Club or Lodge, Commercial Recreation, Home Health Care Services, Medical or Dental (Office, Clinic), Urgent Care Facility, General Office, Integrated Office Center, General Retail, Agricultural Sales, Landscape Supply Sales/Garden Center, Farmers Market, Artisan Studio and Gallery, Personal Services, Dry Cleaning Service, Drop-off Only, Laundromat, Printing, Mailing and Reproduction Services Fitness Center, Banking and Financial Services, Consumer Repair, Funeral Home, Veterinary Clinic (Indoor Pens Only), Pest Control or Janitorial Services
Special Use Permit Required	Permanent Mobile or Outdoor Food Vendor, Event Facility, Personal Services, Restricted, Self-Storage (Indoor), Automobile Parts and Accessories Sales (Indoor), Fuel Sales, Car Wash

Transportation & Utility Uses	Sec. 5.05.010
Permitted by Right	Parking Lot (Off-Site, Commercial), Park-n-Ride Facility, Utility Services (Minor, Intermediate, Major)
Permitted with Limitations	Wireless Transmission Facility (40' or less)
Special Use Permit Required	Private Transport Service Dispatch Facility

Agriculture Uses	Sec. 5.07.010
Special Use Permit Required	Meat Market

Temporary Uses	Sec. 5.08.010
Permitted with Limitations	Concrete Products, Construction Field Office, Construction Staging (Off-site), Parking lot, Portable Classrooms, Seasonal Product Sales, Farmers Market, Temporary or Transient Mobile/Outdoor Food Vendor, Business Offices

Outdoor Display & Storage	Sec. 5.09.020
Permitted	Outdoor Display (Limited)

***Dimensional Standards on the back**

The full UDC document can be found online at udc.georgetown.org. More information on all uses and any applicable limitations can be found in UDC Chapter 5. Definitions of all uses can be found in UDC Chapter 16.

planning@georgetown.org | (512) 930-3575

C-1 Local Commercial

Dimensional Standards: Sec. 7.02.02	**Feet**
Minimum Lot Width	50
Minimum Lot Size	-
Front/street setback	25
Side Setback	10
Side setback to residential or an existing SF home in the ETJ that is platted or planned for residential use on the FLU Map	15
Rear Setback	0
Rear Setback to residential or an existing SF home in the ETJ that is platted or planned for residential use on the FLU Map	25
Maximum Building Height	35
Maximum Impervious Cover - Sec. 11.02	-
Dimensional Interpretations and Exceptions – Sec. 7.02.030	-
Bufferyard: UDC Sec. 8.04.06 a) Medium level – 15 ft wide planting area; One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet	-
Landscaping: UDC Sec. 8.01	-
Tree Preservation and Protection – Sec. 8.02.	-

April 8, 2026

Anish D'Souza
Associate Planner
City of Georgetown | Planning Department
809 Martin Luther King Jr. St.
Georgetown Texas, 78628

Georgetown Planning and Development;

Per your request, this letter should serve as our "Letter of Intent" to re-zone property at 1112 W. University Ave. Georgetown Texas, 78628.

James H. and Janna G. Briggs are the legal owners of the property. The property was purchased in 2006 from James and Patricia Ropollo for the purpose of housing a family business in the insurance industry. The intent of the ownership was to house the family business until the business was ever sold or transferred to new ownership. Currently that ownership has transferred to our son and continues to be a family business. Unfortunately, recent events, not of the owner's creation, created the need for the family business to seek a new and alternative location. With the vacation of the building the need to either sell or lease the building has become necessary. As a result of that process, the lease option seems to be the most applicable to the property. The building/office currently is zoned RS non-conforming. The same status as when the City of Georgetown annexed the property initially. The use of the building since that time has remained "office" use and the intent was to never change that use under Briggs ownership. Again, unfortunately, conditions changed by external factors imposed on the property.

Now that the status has changed, there is a need to bring the property into more consistent status with other neighboring properties. Since office use is quite limited, broader uses such as retail should be considered for the property. Especially since the neighboring properties are zoned C-1 and C-3 along the University Avenue corridor. Current zoning of this property just does not fit the current or long-term land use of the area.

Planning has asked that we detail specific information in this "Letter of Intent" to clarify similar information that is also included, per the requirements of the application process. The following is that information in bullet point form.

- Existing and proposed zoning districts:

  Currently the area is zoned C-1 Local Commercial to the East of this tract and C-3 General Commercial to the West and South of the tract

- Future Land Use Designation:

  Future Land Use map calls for "Special Area"

- Acreage of property to be rezoned:

  0.276 Acres

- Explanation of how the proposal complies with the 2030 Comprehensive Plan. Cite the goals and policies of the 2030 Plan that will be met by the proposal:

  Based on the documentation for this area under the 2030 Comprehensive Plan the expanded use of this tract to a Commercial Zoning category meets the expectations of employment, service and retail objectives.

- Explanation of how roads and utilities will serve the property:

  The property is currently served by Fire Flows that meet the Commercial Land Use current and proposed. Water/Wastewater Service meets the needs of office/retail demands. Electric Service meets and exceeds energy demand of the tract and Stormwater treatment is currently provided at Wolf Ranch Shopping Center for the current impervious cover limitations of the existing site.

  The Transportation network serves the current and future zoning of the site consistently with neighboring development.

- If existing structures or features of property will be utilized, provide a Conceptual Site Layout exemplifying how the structures will meet all applicable development standards of the proposed zoning district:

  The intent is that current approved structures and paving is be used to meet the requirements of new zoning. Current visual layouts have been provided and can be referenced as existing and future layouts. Any change, or modification to that status, would be subject to site plan and building plan review, as with any other normal permit process, for types of changes.

- Explanation as to how the request meets the approval criteria outlined in UDC Section 3.06.030 (Rezoning):

  For years this property has existed in a zoning category that was inconsistent with the uses that developed around this property. This zoning category still met the needs of the owners and their business. Twenty years later there is a need to change the zoning category to consistency with the Comprehensive Plan and developed tracts that border the property. This zoning request is not inconsistent with those plans or development. The owners are not looking to subdivide, redevelop the site or make substantial changes that would be major visual or regulatory change to the tract. Simple changes of internal layouts inside the building, signage or changes that make the property consistent with retail type uses could be expected. Those would follow the standard approval process for those changes but can only be approved with proper zoning that allows for such uses. Uses that would be consistent with current and future land uses deemed desirable by the community.

The owners of this property have always worked to ensure the property was consistent with the values of the community. When purchased, we modified the site to include "articulation" and paving to upgrade the property and make it consistent with "corridor" plans at the time. Prior to our ownership, the property was more rural in its condition. Originally there was a driveway for direct access to University Avenue to the site. A right that was legally grandfathered to the site without need to change. This was voluntarily removed and allowed for joint driveway access in 2008 as a part of a planning process to allow for construction of Walgreens. We were not required to agree but decided that development of the Wolf Ranch Parkway and University corner was important to the community and tax base of the City. I think time has proven that this was an effective and accepted development by community. With this proposed change to zoning, we again are attempting to maintain our status of working to offer land use that is consistent with Georgetown's community values.

Sincerely,

James H. (Jim) Briggs

Janna G. Briggs

April 13, 2026

Anish D'Souza
Associate Planner
City of Georgetown | Planning Department
809 Martin Luther King Jr. St.
Georgetown Texas, 78628

Georgetown Planning and Development;

Per your request, this letter should serve as clarification of the actual zoning category request to change the property at 1112 W. University Ave. Georgetown Texas, 78628 from RS non-conforming to **C1 Local Commercial**. This zoning is consistent with the zoning adjacent to this property to the East.

Thanks for the opportunity to clarify this information.

Sincerely,

James H. (Jim) Briggs

Janna G. Briggs

Exhibit 6
UDC Approval Criteria Review

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**
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 has a Future Land Use designation of Special Area (SA). The Special Area designation is intended to accommodate integrated mixed-use development with an emphasis on retail, office, commercial, recreational, and civic uses within strategically planned activity centers. The requested Local Commercial (C-1) zoning district is consistent with the Special Area designation and the existing commercial development pattern along the W. University Avenue (SH 29) corridor. The subject property is also located within the Gateway Overlay District, which is intended to promote enhanced corridor design and development standards along major entry corridors within the City.	

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 rezoning would allow the subject property to develop in a manner consistent with the surrounding commercial corridor and existing land use pattern along W. University Avenue (SH 29). The property has historically operated as an office use and is currently served by existing roadway and utility infrastructure. The requested C-1 zoning district promotes orderly development by aligning the property's zoning designation with the character and intensity of surrounding development while allowing future reuse of the existing site under an appropriate commercial zoning classification.	
4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	**Complies**
The subject property is surrounded by a mix of commercial, retail, office, multifamily, and civic land uses. Adjacent properties include Local Commercial (C-1) zoning to the east and General Commercial (C-3) zoning to the west and south. Property located north of the site is currently zoned Agriculture (AG) and Residential Single-Family (RS) and is utilized as a cemetery. The requested C-1 zoning district is compatible with the existing zoning pattern and the established commercial character of the W. University Avenue corridor.	
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 currently developed with an existing office building and associated parking area and is served by existing roadway and utility infrastructure. The site does not contain any known physical constraints that would inhibit development permitted within the C-1 zoning district. Staff finds the property is suitable for the uses permitted within the proposed zoning district.	

City of Georgetown, Texas
City Council
June 23, 2026

SUBJECT:
Second Reading - Amending Section 3.01.220 of the City Code re: Overtime Pay Exceptions for Eligible Non-exempt Employees

SUGGESTED ACTION:
Second Reading of an Ordinance to amend Section 3.01.220 of the Code of Ordinances of the City of Georgetown relating to overtime exceptions for eligible non-exempt employees -- Wayne Nero, Assistant City Manager

ITEM SUMMARY:
As the City of Georgetown is experiencing rapid growth, staff recommends amending the City's overtime policy to add additional categories of overtime for which eligible non-exempt employees may be eligible for overtime regardless of whether they have exceeded 40 hours in a work week.

City staff recommends amending Section 3.01.220 of the City Code and adopting the amendments to the procedures of the City Personnel Manual, Policy 220, as attached here.

FINANCIAL IMPACT:

SUBMITTED BY:
Amber Burnette, City Manager's Office

ATTACHMENTS:
Overtime Policy FY2026 Council Presentation _AMENDED 062326.pdf
ORD-Authorized Overtime Second Reading plus Exhibit A clean.pdf
Exhibit A redline.pdf
220-Overtime-Non-exempt-Employees_06.23.2026_clean.pdf
220 Overtime-Non-exempt-Employees-redline.pdf

Proposed Changes to Overtime Policy

Council Meeting June 23, 2026

GEORGETOWN TEXAS

OT Policy Background

- Personnel Policy 220 – Overtime Non-Exempt Employees
- Guidelines to administer overtime pay
- Must meet Fair Labor Standards Act minimum requirements; City can choose to set policy above minimums
- Last updated in 2011
- Proposed changes will result in compensation changes for employees – recommended for Council approval

What prompted change?

- Provide clear and consistent policy guidance across multiple departments
- ELECTRIC -Rapid system growth is increasing demand for skilled linemen
  - The labor market for journeyman linemen is highly competitive and tightening
  - Competing utilities and private sector employers are actively recruiting from the same workforce
  - The total compensation (regular and overtime pay) of a lineman in our electric utility is lower than our regional peers with whom we compete for personnel.
  - Enhancing total compensation is necessary to attract and retain qualified linemen and remain competitive
- Ability to qualify for overtime for specific circumstances even if productive time is not 40 hours

Goals of Revised Policy

- Clarify **existing** definitions of Authorized Overtime
  - **Special Overtime** – time reimbursed by another department or outside agency
    - Poppy Fest support
  - **Call Out Time** – called in to work from a standby status for an emergency
    - major line break in the middle of the night
  - **Call Back** (Public Safety) - situations of emergency, exigent circumstances, and/or time sensitive matters requiring personnel to perform work on an unscheduled basis
    - Mandatory OT (FD/hold over – PD/min staffing); major events

Goals of Revised Policy

- Add ***new*** definitions of Authorized Overtime
  - **Extended Shift** – required to work beyond the end of a regular shift on an unscheduled basis for an emergency
    - Water line break at 3:30pm
  - **Critical After-Hours Assignment** – pre-scheduled work performed outside of regular hours; planned work necessary to prevent an otherwise unplanned emergency, hazard or operational downtime
    - replace leaking transformer at night when an affected business is closed
    - Replacing a damaged guardrail on a busy road
  - Example exclusions
    - Non-critical, routine administrative work
    - Training
    - Routine maintenance

What's not changing

- Non-productive time (sick leave, holiday, etc.) does not count toward time worked to calculate overtime in cases not specifically addressed in the policy
- Supervisors may adjust schedules to avoid overtime; flexing schedules is preferred to overtime compensation
- Supervisors must have a business need for overtime, authorize overtime in advance, offer it equitably and consistently, and must have funds available in the budget
- Rate is 1.5x regular rate of pay

Example (Critical After Hours) AMENDED

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday*		
Scenario 1 (Current -No Exemption)								**Hours**	**OT Hours**
Employee 1		8	8	8	8	8	8	48	8
Employee 2		~~VAC-8*~~	8	8	8	8	8	40	0
Scenario 2 (Exemption)									
Employee 1		8	8	8	8	8	8	48	8
Employee 2		VAC-8	8	8	8	8	8	48	8

Scenario 1 assumes regular time worked where "productive time" is used for the purposes of calculating OT. In this case Employee 2 would have their vacation time credited back since there is no exemption currently for critical after-hours work.

Scenario 2 assumes approved critical after-hours work is exempt from productive time (automatic OT). Employee 2 would be paid out for their vacation day **and** receive 1.5x for the 8hrs of critical after-hours work conducted on Saturday.

*Paid leave is reduced only to the extent necessary to cover non-worked hours. When productive work hours replace scheduled leave hours within the same workweek, the leave balance is credited back accordingly.

Financial Impact

- Overtime costs will increase under the proposed policy (estimated to be approximately 5% of budgeted overtime - ELECTRIC)
- Total impact will vary based on system events (outages, extended shifts, critical work)
- These events are inherently unpredictable and cannot be precisely forecasted
- The policy does not create new work, but changes how existing work is compensated
- Costs are expected to remain within a manageable range based on historical activity
- Improved compensation reduces turnover risk, which carries significant replacement and training costs

Next Steps

- First reading
- Second reading
- Employee training
- Enhanced reporting for Directors
- Effective date August 10, 2026

Caption

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTION 3.01.220 OF THE CODE OF ORDINANCES RELATING TO OVERTIME EXEMPTIONS FOR ELIGIBLE NON-EXEMPT EMPLOYEES; REPEALING CONFLICTING ORDINANCES AND RESOLUTONS; INCLUDING A SEVERABLIBITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTION 3.01.220 OF THE CODE OF ORDINANCES RELATING TO OVERTIME EXCEPTIONS FOR ELIGIBLE NON-EXEMPT EMPLOYEES; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 2.16 of the Georgetown City Charter provides that the City Council shall, by ordinance, establish personnel policies; and

WHEREAS, the "policy statement" portion of each personnel policy is codified in the Code of Ordinances and the implementing procedures for each personnel policy are codified in a separate Personnel Manual; and

WHEREAS, the City Council desires to administer overtime pay to manage time and fiscal resources and comply with applicable federal and state wage and hour regulations ensuring an attractive and fair work environment; and

WHEREAS, the City Council finds that the City has experienced rapid growth and as a result, the labor market for certain positions is very competitive; and

WHEREAS, the City Council finds it necessary to guarantee increased compensation for certain categories of overtime in order for the City to compete with private sector peers; and

WHEREAS, the City Council finds it to be in the best interest of the public to amend Section 3.01.220 of the Code of Ordinances as set out herein.

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 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 3.01.220 of the Code of Ordinances is hereby amended as shown in **Exhibit A**.

Section 4. All ordinances or resolutions that conflict with the provisions of this ordinance are hereby repealed, and all other ordinances or resolutions of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 5. If any provision of this ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 6. 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 August 10, 2026 in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the _____of _____, 2026.

PASSED AND APPROVED on Second Reading on the _____ of _____, 2026.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

Sec. 3.01.220. - Overtime: Non-exempt employees.

A. Purpose: To provide guidelines to administer overtime pay to manage time and fiscal resources and comply with applicable federal and state wage and hour regulations ensuring an attractive and fair work environment.

B. Scope: This policy applies to non-exempt employees.

C. Policy: Hours compensated at the overtime rate shall be defined as the hours actually worked in excess of 40 hours in a work week (See Hours of Work and Paydays #210) or in excess of the maximum standard for the work period as defined by the Police and Fire Departments, which are not banked as compensatory time. Benefit hours or compensatory time taken within the work week or work cycle are not used as the basis for calculating the actual hours worked.

Exception: If the time worked is approved as special, extended shift, critical after-hours assignment, call-out time, call-back time, or holiday, the employee may be entitled to overtime pay when the actual hours worked in any given week are less than the requirements for overtime pay.

EXHIBIT A

Sec. 3.01.220. - Overtime: Non-exempt employees.

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~~NOTE~~Exception: I~~Only i~~f the time worked is approved as special, extended shift, critical after-hours assignment, call-out time, call-back time, or holiday, ~~call-back, or call-out overtime shall~~ the employee may be entitled to overtime pay when the actual ~~worked~~ hours worked in any given week are less than the requirements for overtime pay.

OVERTIME: NON-EXEMPT EMPLOYEES

I. PURPOSE

To provide guidelines to administer overtime pay to manage time and fiscal resources and comply with applicable federal and state wage and hour regulations ensuring an attractive and fair work environment.

II. SCOPE

This policy applies to non-exempt employees.

III. POLICY

Hours compensated at the overtime rate shall be defined as the hours actually worked in excess of 40 hours in a work week (see Hours of Work and Paydays #210) or in excess of the maximum hours standard for the work period as defined by the Police and Fire Departments, which are not banked as compensatory time. Benefit hours or compensatory time taken within the work week or work cycle are not used as the basis for calculating the actual hours worked.

Exception: If the time worked is approved as special, extended shift, critical after-hours assignment, call-out time, call-back time, or holiday, the employee may be entitled to overtime pay when the actual hours worked in any given week are less than the requirements for overtime pay.

IV. GUIDELINES

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour requirements. Unless otherwise noted in policy, paid sick leave, vacation, bereavement leave, jury duty, or any other leave of absences are not considered time worked for the purposes of calculating overtime.

Unless exempted by law, overtime is considered a condition of employment, and refusal to accept it when reasonable notice has been given is cause for discipline, up to and including termination. At the supervisor's discretion, an employee may be allowed to adjust their work schedule during a workweek to avoid overtime.

Overtime shall not be worked without authorization by the department and may be worked only if adequate funds are available in the department's budget. The preferable method for

overtime compensation is to schedule equal time off for the affected employee during the same work period in which he/she worked the overtime.

V. PROCEDURES

A. Authorization

When the City's operating requirements or other needs cannot be met during regular working hours, non-exempt employees may be scheduled to work overtime, at the request of their supervisor. When possible, advance notification of mandatory overtime assignments will be provided. Supervisors are accountable for distributing overtime assignments equitably and consistently to all non-exempt employees qualified to perform the required work, taking into consideration the costs associated. Refusal or other failure to work mandatory overtime may result in disciplinary action, up to and including termination. Overtime work is otherwise subject to the same attendance policies as straight time work.

All non-exempt employees must receive their supervisor's authorization before performing any overtime work. This means employees may not begin work prior to their scheduled work day, and may not continue working beyond the end of their scheduled workday, without prior authorization from the appropriate supervisor. Similarly, employees may not work through their lunch break without prior authorization from the appropriate supervisor.

B. Compensation

Authorized overtime shall be compensated at the rate of one and one-half times the regular rate of pay or at the rate of one and one-half the hours of compensatory time or pay.

C. Compensatory Time

Compensatory time, in lieu of actual overtime pay, may be substituted provided that the supervisor and employee both agree and this agreement is made prior to the overtime being worked.

The maximum amount of compensatory time that may be accumulated at any one time shall be 80 hours and 120 for fire fighters. Once accrued, compensatory time must be taken as compensatory time off. An employee will be paid for any unused compensatory time upon separation. See Compensatory Time #221.

E. Exceptions to FLSA Overtime for regular, full-time employees only

1. Special Overtime

Special Overtime is work done for a different City Department or by an outside agency to be reimbursed by the different City Department or outside agency. This type of overtime is on a scheduled basis with prior authorization by the appropriate Division Director.

2. Extended Shift Overtime

Extended shift overtime is when a non-exempt employee is required to work beyond the end of their regularly scheduled shift on an unscheduled basis without prior notice due to an emergency. Extended shift overtime will only be for the actual time worked. There is no minimum 2-hour guarantee. For example, if an employee works for 1 hour beyond the end of their regularly scheduled shift due to an emergency, they will receive 1 hour of overtime.

3. Critical After-Hours Assignment Overtime

Critical-After-Hours Assignment Overtime is when a non-exempt employee is pre-scheduled to perform work outside of their scheduled working hours for a Critical After-Hours Assignment.

A Critical After-Hours Assignment is a pre-authorized, planned work activity performed outside of scheduled working hours that is necessary to mitigate the risk of an unplanned emergency to mitigate hazards, better ensure employee and public safety, or avoid unacceptable operational downtime.

For example, the replacement, repair, or rerouting of essential infrastructure (e.g., electric distribution equipment, water and wastewater infrastructure, utility operational technology infrastructure, traffic signals, or roadway repairs) where the work can only be scheduled outside of an employee's scheduled hours.

Exclusions and Oversight

Critical After-Hours Assignments do not include tasks that are administrative in nature, routine maintenance, training, or work that can reasonably be deferred to regular hours. For example, the following activities do not qualify as Critical After-Hours Assignment:

- Administrative work (e.g., report writing, data entry, filing)
- Non-critical tasks (e.g., email, meetings, document review)
- Training and development activities
- Planning and scheduling duties

- Routine maintenance or inspections
- Any work performed voluntarily or without prior supervisor authorization

Supervisors and managers are responsible for ensuring the assignment is operationally necessary, pre-authorized, and is properly documented in timekeeping and work management systems.

NOTE: This provision does not apply to civil service employees.

4. Call-Out Time

Employees that work Unplanned Emergencies outside of their regular hours are eligible for Call Out Time. Call Out Time refers to time worked outside of regular working hours under the following circumstances:

Unplanned Emergencies: When a non-exempt employee is required to work on an unscheduled basis due to an emergency, either from a scheduled "standby" status or without prior notice. Call-out time is compensated at a minimum of 2 hours for each 24-hour period during which the employee is required to report to duty outside of normal working hours.

NOTE: Does not apply to civil service employees.

5. Call-Back Time

Call-Back Time applies only to the civil service positions. Call-Back Time is defined as situations of emergency, exigent circumstances, and/or time sensitive matters requiring personnel to perform work on an unscheduled basis.

Call-Back Time must be pre-approved by a supervisor and is warranted for situations such as holding over a regular shift to take or complete a late call for service when necessary, being called in to maintain minimum staffing, being called in for a specialized duty that is unplanned and unscheduled. Compensation for Call-Back Time may be paid on a time and one-half basis for the actual hours worked in accordance with Department policy.

6. Holiday Work

Employees not regularly required to work on a City holiday (observed or actual) will be compensated as overtime for actual hours worked. The holiday hours not taken will be banked for employees to take at a later date.

Patrol officers, Communications Operators, and Firefighters are regularly scheduled to work on holidays and will not be paid overtime if scheduled to work on a City

holiday (observed or actual) with the exception of the Thanksgiving Day and Christmas Day holidays. See Holidays #312.

VI. CONSEQUENCES OF OVERTIME OVERUSE

Supervisors who authorize staff members to work overtime without prior approval from management will be subject to disciplinary action. Supervisors who continually rely on the use of overtime hours in order to complete a week's work without it being deemed as extenuating by management will be placed on a performance improvement plan.

VII. CONSEQUENCES OF UNAUTHORIZED OVERTIME:

Employees who fail to obtain approval prior to working hours that extend beyond their normal workweek will be subject to disciplinary action. Repeated offenses may result in further disciplinary action up to and including termination.

OVERTIME: NON-EXEMPT EMPLOYEES

I. PURPOSE

To provide guidelines to administer overtime pay to manage time and fiscal resources and comply with applicable federal and state wage and hour regulations ensuring an attractive and fair work environment.

II. SCOPE

This policy applies to non-exempt employees.

III. POLICY

Hours compensated at the overtime rate shall be defined as the hours actually worked in excess of ~~forty~~40 hours in a work week (~~See~~see Hours of Work and Paydays #210) or in excess of ~~106~~the maximum hours ~~in a 14 day cycle~~standard for ~~firefighters~~the work period as defined by the Police and Fire Departments, which are not banked as compensatory time. Benefit hours or compensatory time taken within the work week or work cycle are not used as the basis for calculating the actual hours worked.

~~NOTE: Only if~~Exception: If the time worked is approved as special, ~~holiday,~~ extended shift, critical after-hours assignment, call-out time, call-back time, or ~~call-out overtime shall~~ holiday, the employee may be entitled to overtime pay when the actual hours worked ~~hours~~ in any given week are less than the requirements for overtime pay.

IV. GUIDELINES

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour requirements. Unless otherwise noted in policy, paid sick leave, vacation, bereavement leave, jury duty, or any other leave of absences are not considered time worked for the purposes of calculating overtime.

Unless exempted by law, overtime is considered a condition of employment, and refusal to accept it when reasonable notice has been given is cause for discipline, up to and including termination. At the supervisor's discretion, an employee may be allowed to adjust their work schedule during a workweek to avoid overtime.

Overtime shall not be worked without authorization by the department and may be worked only if adequate funds are available in the department's budget. The preferable method for

overtime compensation is to schedule equal time off for the affected employee during the same work period in which he/she worked the overtime.

V. PROCEDURES

A. Authorization

When the City's operating requirements or other needs cannot be met during regular working hours, non-exempt employees may be scheduled to work overtime, at the request of their supervisor. When possible, advance notification of mandatory overtime assignments will be provided. Supervisors are accountable for distributing overtime assignments ~~as~~ equitably ~~as practical~~and consistently to all non-exempt employees qualified to perform the required work, taking into consideration the costs associated. Refusal or other failure to work mandatory overtime may result in disciplinary action, up to and including termination. Overtime work is otherwise subject to the same attendance policies as straight time work.

All non-exempt employees must receive their supervisor's authorization before performing any overtime work. This means employees may not begin work prior to their scheduled work day, and may not continue working beyond the end of their scheduled workday, without prior authorization from the appropriate supervisor. Similarly, employees may not work through their lunch break without prior authorization from the appropriate supervisor.

B. Compensation

Authorized overtime shall be compensated at the rate of one and one-half times the regular rate of pay or at the rate of one and one-half the hours of compensatory time or pay.

C. Compensatory Time

Compensatory time, in lieu of actual overtime pay, may be substituted provided that the supervisor and employee both agree and this agreement is made prior to the overtime being worked.

The maximum amount of compensatory time that may be accumulated at any one time shall be 80 hours and 120 for fire fighters. Once accrued, compensatory time must be taken as compensatory time off. An employee will be paid for any unused compensatory time upon separation. See Compensatory Time #221.

E. Exceptions to FLSA Overtime for regular, full-time employees only

1. Special Overtime

Special Overtime is ~~payment at time and one-half for~~ work done for a different City Department or ~~for services that are~~by an outside agency to be reimbursed by ~~an outside agency. The base rate of pay for special overtime may be~~ the different ~~than the employee's regular rate of pay~~City Department or outside agency. This type of overtime is on a scheduled basis with prior authorization by the appropriate Division Director.

2. Extended Shift Overtime

Extended shift overtime is when a non-exempt employee is required to work beyond the end of their regularly scheduled shift on an unscheduled basis without prior notice due to an emergency. Extended shift overtime will only be for the actual time worked. There is no minimum 2-hour guarantee. For example, if an employee works for 1 hour beyond the end of their regularly scheduled shift due to an emergency, they will receive 1 hour of overtime.

3. Critical After-Hours Assignment Overtime

Critical-After-Hours Assignment Overtime is when a non-exempt employee is pre-scheduled to perform work outside of their scheduled working hours for a Critical After-Hours Assignment.

A Critical After-Hours Assignment is a pre-authorized, planned work activity performed outside of scheduled working hours that is necessary to mitigate the risk of an unplanned emergency to mitigate hazards, better ensure employee and public safety, or avoid unacceptable operational downtime.

For example, the replacement, repair, or rerouting of essential infrastructure (e.g., electric distribution equipment, water and wastewater infrastructure, utility operational technology infrastructure, traffic signals, or roadway repairs) where the work can only be scheduled outside of an employee's scheduled hours.

Exclusions and Oversight

Critical After-Hours Assignments do not include tasks that are administrative in nature, routine maintenance, training, or work that can reasonably be deferred to regular hours. For example, the following activities do not qualify as Critical After-Hours Assignment:

- Administrative work (e.g., report writing, data entry, filing)
- Non-critical tasks (e.g., email, meetings, document review)
- Training and development activities

- Planning and scheduling duties
- Routine maintenance or inspections
- Any work performed voluntarily or without prior supervisor authorization

Supervisors and managers are responsible for ensuring the assignment is operationally necessary, pre-authorized, and is properly documented in timekeeping and work management systems.

NOTE: This provision does not apply to civil service employees.

~~2.~~4. Call~~-~~-Out Time

Employees that work Unplanned Emergencies outside of their regular hours are eligible for Call Out Time~~ is~~. Call Out Time refers to time worked ~~in situations~~outside of ~~emergencies when~~regular working hours under the following circumstances:

Unplanned Emergencies: When a ~~staff person~~non-exempt employee is ~~called in~~required to work on an unscheduled basis due to an emergency, either from a scheduled "standby" status or ~~is called in to work in situations of emergencies on an unscheduled basis. Compensation for call~~ without prior notice. Call-out time is ~~on a time and one-half basis," with~~compensated at a minimum of 2 hours ~~of time paid per~~for each 24~~-~~-hour period ~~"called out."~~during which the employee is required to report to duty outside of normal working hours.

NOTE: Does not apply to civil service employees.

~~3.~~5. Call~~-~~-Back Time

Call~~-~~-Back Time applies only to the civil service positions. Call~~-~~-Back Time is defined as situations of emergency, exigent circumstances, and/or time sensitive matters requiring personnel to perform work on an unscheduled basis.

Call~~-~~-Back Time must be pre-approved by a supervisor and is warranted for situations such as holding over a regular shift to take or complete a late call for service when necessary, being called in to maintain minimum staffing, being called in for a specialized duty that is unplanned and unscheduled. Compensation for Call~~-~~-Back Time may be paid on a time and one-half basis ~~and will be paid~~ for the actual hours worked in accordance with Department policy.

~~4.~~6. Holiday ~~work~~Work

Employees not regularly required to work on a City holiday (observed or actual) will be compensated ~~at one and one-half times their regular hourly rate~~as overtime for

actual hours worked. The holiday hours not taken will be banked for employees to take at a later date.

Patrol officers, Communications Operators, and Firefighters are regularly scheduled to work on holidays and will not be paid overtime if scheduled to work on ~~an~~a City holiday (observed or actual) with the exception of the Thanksgiving Day and Christmas Day holidays. See Holidays #312.

VI. ~~CONSEQUENSES~~CONSEQUENCES OF OVERTIME OVERUSE

Supervisors who authorize staff members to work overtime without prior approval from management will be subject to disciplinary action. Supervisors who continually rely on the use of overtime hours in order to complete a week's work without it being deemed as extenuating by management will be placed on a performance improvement plan.

VII. ~~CONSEQUENSES~~CONSEQUENCES OF UNAUTHORIZED OVERTIME:

Employees who fail to obtain approval prior to working hours that extend beyond their normal workweek will be subject to disciplinary action. Repeated offenses may result in further disciplinary action up to and including termination.

City of Georgetown, Texas
City Council
June 23, 2026

SUBJECT:
First Reading - 2025-8-ANX - 3500 FM 971

SUGGESTED ACTION:
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, 46.99 acres of City of Georgetown owned property situated in the Joseph Berry Survey, Abstract No. 63, to be known as the Pecan Branch Water Reclamation Facility, as the Public Facility (PF) zoning district, for the property generally located at generally located at 3500 FM 971, Georgetown, TX 78626 (2025-8-ANX) -- Preston Gunn, Planner

ITEM SUMMARY:
The City owns the subject property and intends to construct the Pecan Branch Water Reclamation Facility upon it. As part of its development, the City must pass this Municipal Service Agreement as part of the annexation process for bringing the subject property into City Limits.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Anish Dsouza, Planning Department

ATTACHMENTS:
2025-8-ANX Ordiance with Exhibits.pdf
2025-8-ANX Staff Presentation CC1.pdf
2025-8-ANX Staff Report.pdf
Exhibit 1 - Location Map.pdf
Exhibit 2 - Future Land Use Map.pdf
Exhibit 3 - Zoning Map.pdf
Exhibit 4 - Design and Development Standards of the Public Facility Zoning District.pdf
Exhibit 5 - Letter of Intent.pdf
Exhibit 6 - Staff Report Exhibits.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS AND THE ANNEXATION AND INITIAL ZONING DESIGNATION OF PUBLIC FACILITY (PF) OF CERTAIN TERRITORY CONSISTING OF 46.99 ACERS, MORE OR LESS SITUATED IN THE JOSEPH BERRY SURVEY, ABSTRACT NO. 63, AS DESCRIBED HEREIN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, all of the herein-described property lies within the extraterritorial jurisdiction of the City and is contiguous to the City; and

WHEREAS, the City Council approved a resolution granting the petition for 46.99 acres on April 14th; and

WHEREAS, 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 meeting at which this ordinance was approved was 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. The City Council of the City of Georgetown hereby annexes into the City limits 46.99 acres of City of Georgetown owned property situated in the Joseph Berry Survey, Abstract No. 63, 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 6, as it is adjacent to Council District 6 and no other City Council Districts. The City's official boundary map and City Council Districts map shall be amended accordingly.

Section 4. The property is hereby included in the transportation service area known as "Area C." In accordance with Section 12.46.160 of the City's Code of Ordinances, the City's Official Transportation Service Area Map shall be updated to reflect that the Property is in such transportation service area, provided that such update will be for mapping purposes only and o updates to the transportation impact fee capital improvements plans or land use assumptions will be required.

Section 5. 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 Public Facility (PF) is appropriate for the Property and consistent with the City's Comprehensive Plan, and upon annexation, the Property shall have a zoning of Public Facility (PF). The City's Official Zoning Map shall be amended accordingly.

Section 6. 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 7. All ordinances or resolutions that conflict with the provisions of this ordinance are hereby repealed, and all other ordinances or resolutions of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 8. 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 9. 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 immediately in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the _____of _____, 2026.

PASSED AND APPROVED on Second Reading on the _____ of _____, 2026.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor

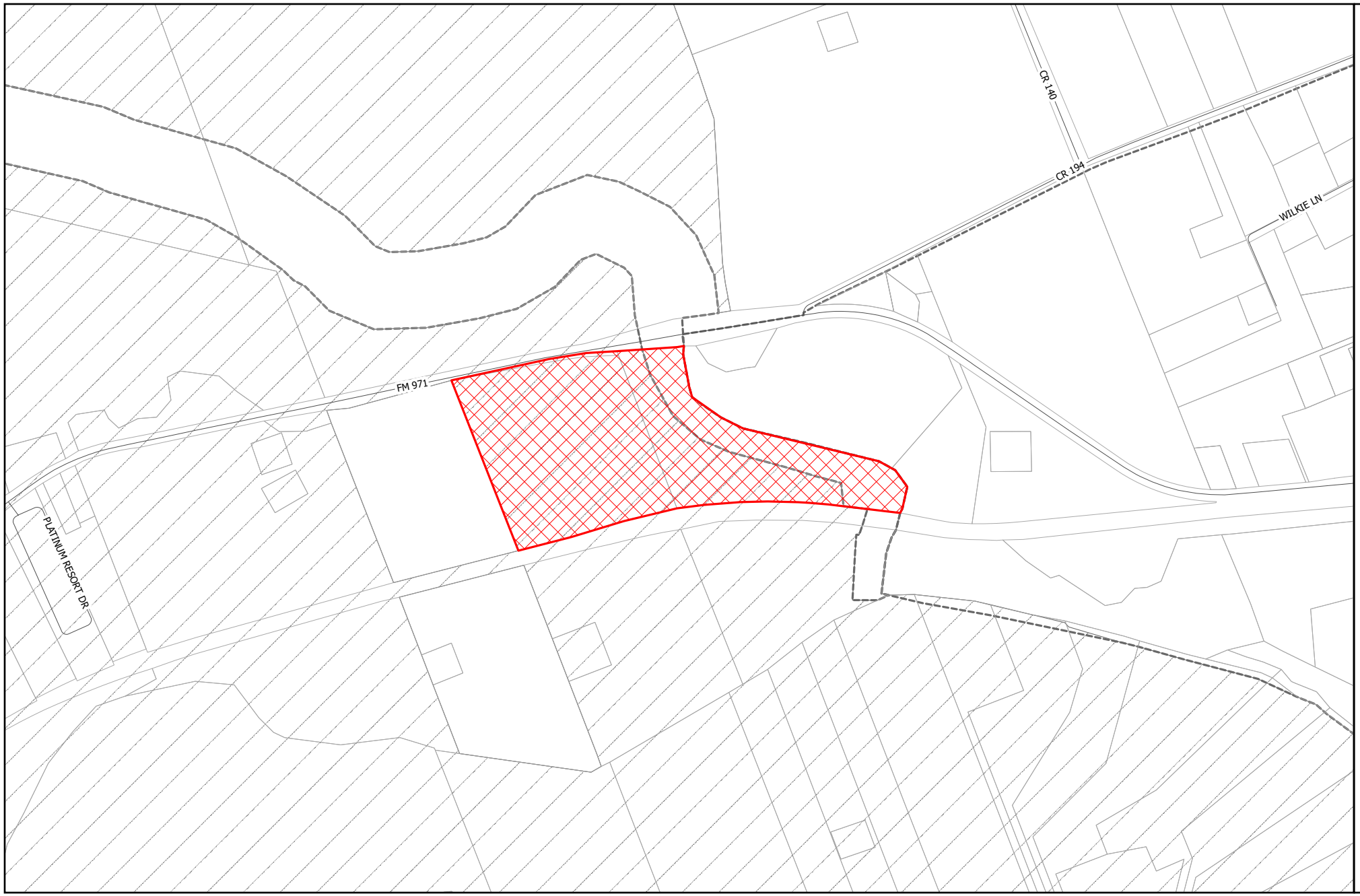
ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A



GEORGETOWN
TEXAS
more than welcome

Location

2025-8-ANX

Exhibit #1

- Site
- Parcels
- City Limits
- Georgetown ETJ

N

0 0.13 0.25 Miles

EXHIBIT B

METES AND BOUNDS DESCRIPTION

BEING A 26.466-ACRE TRACT OF LAND SITUATED IN THE JOS. BERRY SURVEY, ABSTRACT NO. 63, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 46.915-ACRE TRACT OF LAND CONVEYED TO TEXAS PARKS AND RECREATION FOUNDATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 9533817 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 26.466-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING on a capped iron rod set on a point in the southerly right-of-way line of F.M. Road No. 971, same being the northeasterly corner of a 19.06-acre tract of land conveyed to Ted Kallus, et ux, by instruments recorded in Volume 2617, Page 477, and Volume 2637, Page 737 of the Deed Records of Williamson County, Texas, same being the northwesterly corner of the said 46.915-acre, for the northwesterly corner and POINT OF BEGINNING hereof, from which a concrete monument found on the southerly right-of-way line of F.M. Road No. 971 bears S78°15'20"W a distance of 2214.01 feet;

THENCE with the said southerly right-of-way line and northerly boundary line of said 46.915-acre tract the following three (3) courses and distances:

1) N78°15'20"E for a distance of 531.59 feet to a concrete monument found on a point being at the beginning of a curve to the right;

2) Along the arc of said curve to the right an arc distance of 228.39 feet, having a radius of 5689.58 feet, a delta angle of 2°18'00", and a chord which bears N79°24'20"E a distance of 228.38 feet, to a concrete monument found;

3) N80°33'20"E for a distance of 95.40 feet to a capped iron rod set on a point being the westerly corner of a 0.483-acre Right-of-Way Easement, recorded in Volume 506, Page 578 of said Deed Records, for an angle point hereof;

THENCE with the southerly boundary line of said 0.483-acre tract and northerly boundary line of said 46.915-acre tract, N86°23'20"E for a distance of 187.24 feet to a capped iron rod set on a point being the northeasterly corner hereof;

THENCE departing the southerly boundary line of said 0.483-acre tract, through the interior of said 46.915-acre tract, S20°55'06"E for a distance of 1087.93 feet to a capped iron rod set on a point being in the southerly boundary line of the said 46.915-acre tract and the northerly boundary line of Georgetown Railroad right-of-way, 100 feet in width, conveyed in Volume

Unofficial Document

2267, Page 954 of the Official Records of Williamson County, Texas, for the beginning of a curve to the left and the southeasterly corner hereof;

THENCE with the northerly boundary line of the said Georgetown Railroad and the southerly boundary line of said 46.915-acre tract the following two (2) courses and distances:

1) Along the arc of said curve to the left an arc distance of 358.33 feet, having a radius of 3869.83 feet, a delta angle of 5°18'19", and a chord which bears S78°10'26"W a distance of 358.21 feet to a capped iron rod set on a point at the end of said curve;

2) S75°31'16"W for a distance of 671.84 feet to a 3/4" iron pipe found on a point being the southeasterly corner of aforementioned 19.06-acre Kallus tract, the southwesterly corner of said 46.915-acre tract and southwesterly corner hereof;

THENCE with the easterly boundary line of said 19.06-acre Kallus tract and the westerly boundary line of said 46.915-acre tract, N20°56'20"W for a distance of 1156.33 feet to the POINT OF BEGINNING containing 26.466 acres of land, more or less.

DIAMOND SURVEYING, INC.
516 LEANDER ROAD, GEORGETOWN, TX 78626
(512) 931-3100

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

9/15/03

SHANE SHAFER, R.P.L.S. No. 5281 Date
TPRF 26.466 AC. TRACT

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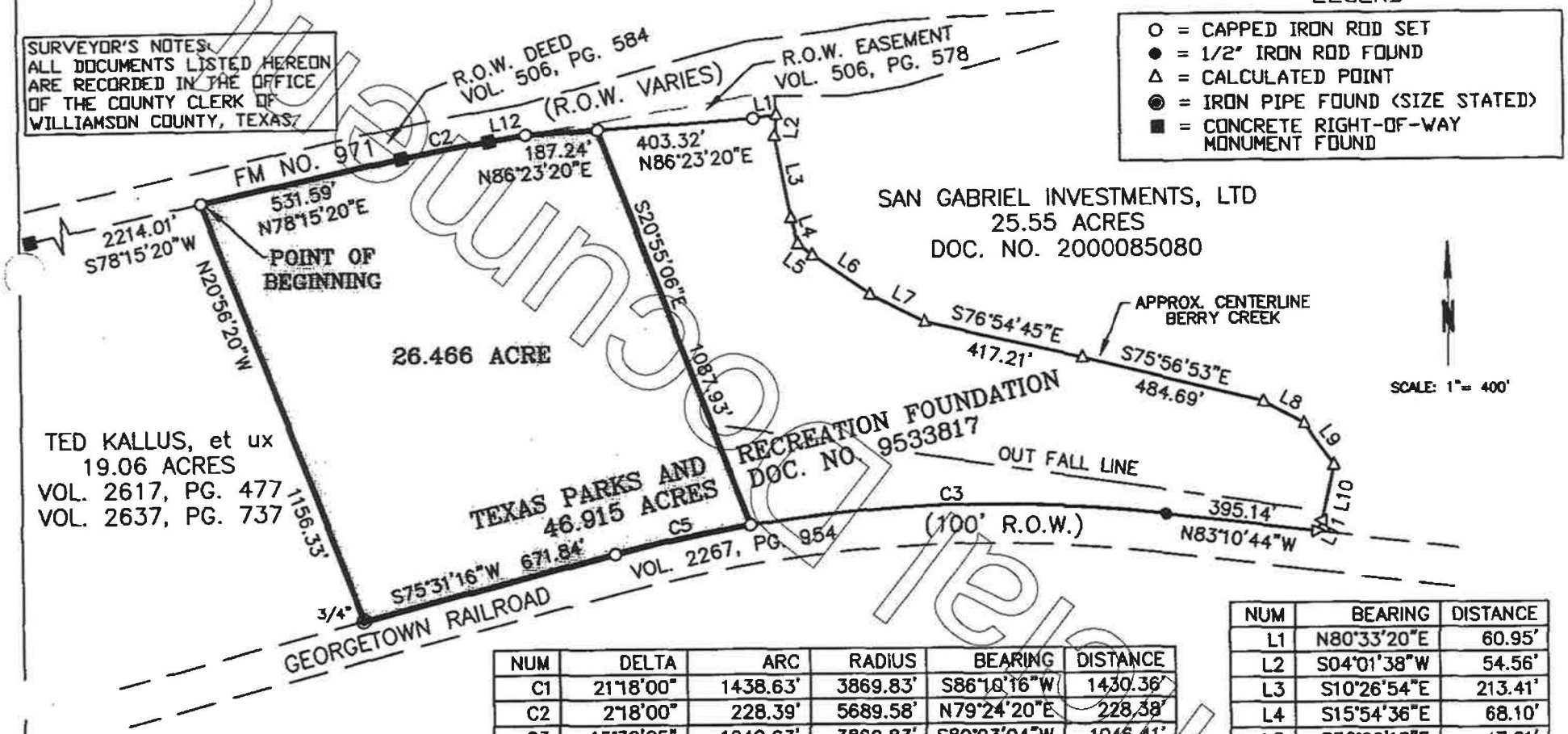
SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

BEING A 26.466 ACRE TRACT OF LAND SITUATED IN THE JOS. BERRY SURVEY, ABSTRACT NO. 63, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 46.915 ACRE TRACT OF LAND CONVEYED TO TEXAS PARKS RECREATION FOUNDATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 9533817 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SURVEYOR'S NOTES:
ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

LEGEND
- O = CAPPED IRON ROD SET
- ● = 1/2" IRON ROD FOUND
- △ = CALCULATED POINT
- ◉ = IRON PIPE FOUND (SIZE STATED)
- ■ = CONCRETE RIGHT-OF-WAY MONUMENT FOUND



NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	21°18'00"	1438.63'	3869.83'	S86°10'16"W	1430.36'
C2	2°18'00"	228.39'	5689.58'	N79°24'20"E	228.38'
C3	15°32'25"	1049.63'	3869.83'	S89°03'04"W	1046.41'
C4	0°27'14"	30.67'	3869.83'	S81°03'13"W	30.67'
C5	5°18'19"	358.33'	3869.83'	S78°10'26"W	358.21'

NUM	BEARING	DISTANCE
L1	N80°33'20"E	60.95'
L2	S04°01'38"W	54.56'
L3	S10°26'54"E	213.41'
L4	S15°54'36"E	68.10'
L5	S52°02'18"E	47.21'
L6	S55°33'05"E	180.02'
L7	S63°35'20"E	158.47'
L8	S61°26'52"E	119.78'
L9	S35°59'45"E	132.35'
L10	S12°48'55"W	144.77'
L11	S26°40'18"W	30.95'
L12	N80°33'20"E	95.40'
L13	N86°23'20"E	31.42'

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision, completed on September 8, 2003. At the time of this survey there were no encroachments, conflicts, or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey was performed without the benefit of a Title Commitment, and may be subject to instruments of record not shown hereon. USE OF THIS SURVEY FOR ANY PURPOSE BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SHANE SHAFER, R.P.L.S. NO. 5281 — 9/15/03 DATE

DIAMOND SURVEYING, INC.
516 LEANDER ROAD, GEORGETOWN, TX 78626
(512) 931-3100

SHEET 1 OF 1

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METES AND BOUNDS DESCRIPTION

BEING A 0.748-ACRE TRACT OF LAND SITUATED IN THE JOS. BERRY SURVEY, ABSTRACT NO. 63, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 46.915-ACRE TRACT OF LAND CONVEYED TO TEXAS PARKS AND RECREATION FOUNDATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 9533817 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.748-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE on a capped iron rod set on a point in the southerly right-of-way line of F.M. Road No. 971, same being the northeasterly corner of a 19.06-acre tract of land conveyed to Ted Kallus, et ux, by instruments recorded in Volume 2617, Page 477, and Volume 2637, Page 737 of the Deed Records of Williamson County, Texas, same being the northwesterly corner of the said 46.915-acre, from which a concrete monument found on the southerly right-of-way line of F.M. Road No. 971 bears S78°15'20"W a distance of 2214.01 feet;

THENCE with the said southerly right-of-way line and northerly boundary line of said 46.915-acre tract the following three (3) courses and distances:

1) N78°15'20"E for a distance of 531.59 feet to a concrete monument found on a point being at the beginning of a curve to the right;

2) Along the arc of said curve to the right an arc distance of 228.39 feet, having a radius of 5689.58 feet, a delta angle of 2°18'00", and a chord which bears N79°24'20"E a distance of 228.38 feet, to a concrete monument found;

3) N80°33'20"E for a distance of 95.40 feet to a capped iron rod set on a point being the westerly corner of a 0.483-acre Right-of-Way Easement recorded in Volume 506, Page 578 of said Deed Records, for an angle point hereof;

THENCE with the southerly boundary line of said 0.483-acre tract and northerly boundary line of said 46.915-acre tract, N86°23'20"E for a distance of 187.24 feet to a capped iron rod set on a point being the northwesterly corner and POINT OF BEGINNING hereof;

THENCE with the southerly boundary line of said 0.483-acre tract and the northerly boundary line of said 46.915-acre tract N86°23'20"E for a distance of 31.42 feet to a capped iron rod set on a point being the northeasterly corner hereof;

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THENCE leaving the southerly boundary line of said 0.483-acre tract, through the interior of said 46.915-acre tract S20°55'06"E for a distance of 1084.94 feet to a capped iron rod set on a point being in the southerly boundary line of the said 46.915-acre tract and the northerly boundary line of Georgetown Railroad right-of-way, 100 feet in width, conveyed in Volume 2267, Page 954 of the Official Records of Williamson County, Texas, for the beginning of a curve to the left and the southeasterly corner hereof;

THENCE with the northerly boundary line of said Georgetown Railroad and the southerly boundary line of said 46.915-acre tract along the arc of said curve to the left an arc distance of 30.67 feet, having a radius of 3869.83 feet, a delta angle of 0°27'14", and a chord which bears S81°03'13"W a distance of 30.67 feet to a capped iron rod set on a point being the southwesterly corner hereof;

THENCE leaving the northerly boundary line of said Georgetown Railroad right-of-way, through the interior of said 46.915-acre tract N20°55'06"W for a distance of 1087.93 feet to the POINT OF BEGINNING containing 0.748 acres of land, more or less.

DIAMOND SURVEYING, INC.
316 LEANDER ROAD, GEORGETOWN, TX 78626
(512) 931-3100

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SHANE SHAFER, R.P.L.S. No. 5281 — 9/15/03 Date

DRT 2003-69

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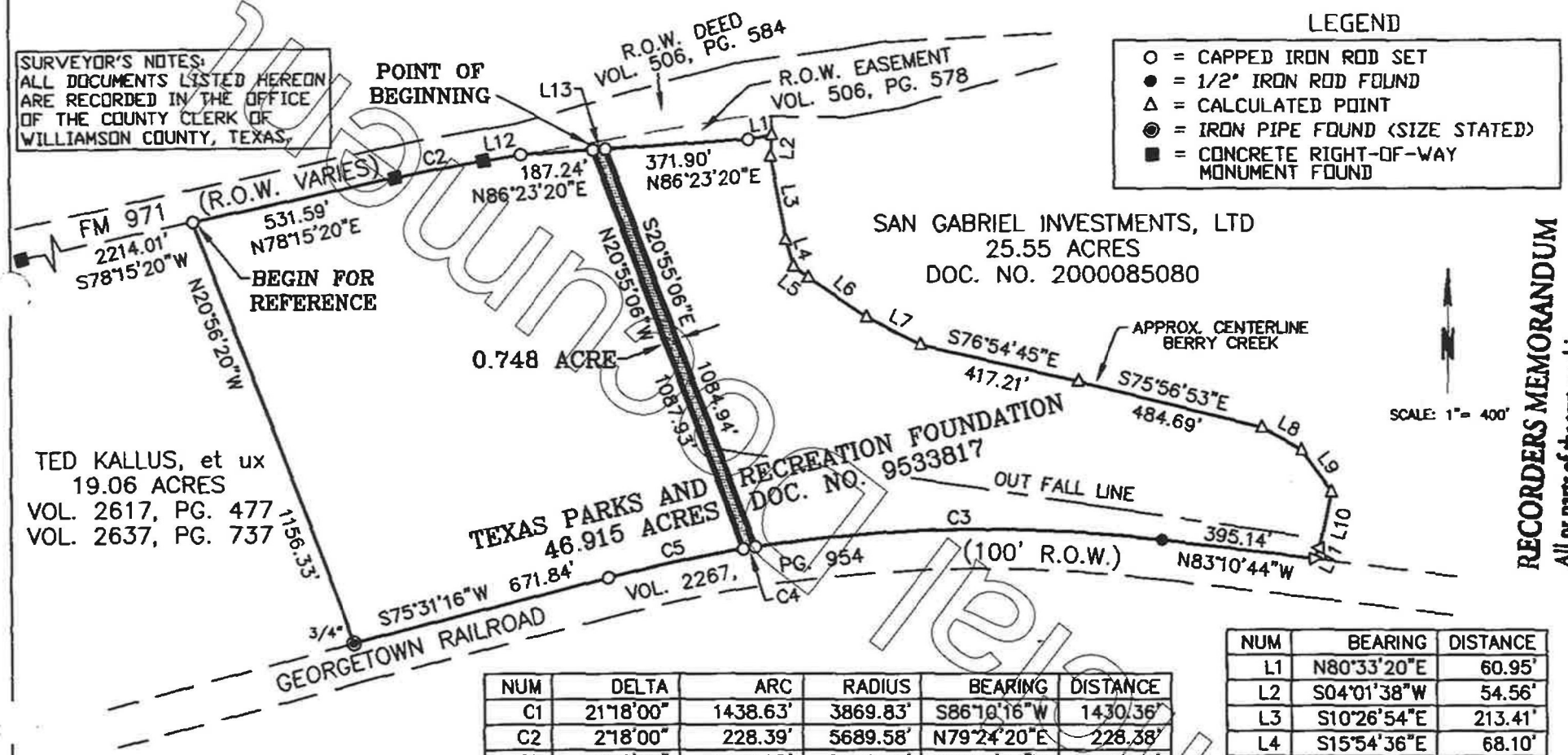
SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

BEING A 0.748 ACRE TRACT OF LAND SITUATED IN THE JOS. BERRY SURVEY, ABSTRACT NO. 63, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 46.915 ACRE TRACT OF LAND CONVEYED TO TEXAS PARKS RECREATION FOUNDATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 9533817 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SURVEYOR'S NOTES:
ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.



LEGEND

- ○ = CAPPED IRON ROD SET
- ● = 1/2" IRON ROD FOUND
- △ = CALCULATED POINT
- ◉ = IRON PIPE FOUND (SIZE STATED)
- ■ = CONCRETE RIGHT-OF-WAY MONUMENT FOUND

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L9	S35°59'45"E	132.35'
L10	S12°48'55"W	144.77'
L11	S26°40'18"W	30.95'
L12	N80°33'20"E	95.40'
L13	N86°23'20"E	31.42'

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision, completed on September 8, 2003. At the time of this survey there were no encroachments, conflicts, or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey was performed without the benefit of a Title Commitment, and may be subject to instruments of record not shown hereon. USE OF THIS SURVEY FOR ANY PURPOSE BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SHANE SHAFER, R.P.L.S. NO. 5281 — 9/15/03 DATE

DIAMOND SURVEYING, INC.
516 LEANDER ROAD, GEORGETOWN, TX 78626
(512) 931-3100

SHEET 1 OF 1

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING A 19.776-ACRE TRACT OF LAND SITUATED IN THE JOS. BERRY SURVEY, ABSTRACT NO. 63, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 46.915-ACRE TRACT OF LAND CONVEYED TO TEXAS PARKS AND RECREATION FOUNDATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 9533817 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 19.776-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE on a capped iron rod set on a point in the southerly right-of-way line of F.M. Road No. 971, same being the northeasterly corner of a 19.06-acre tract of land conveyed to Ted Kallus, et ux, by instruments recorded in Volume 2617, Page 477, and Volume 2637, Page 737 of the Deed Records of Williamson County, Texas, same being the northwesterly corner of the said 46.915-acre, from which a concrete monument found on the southerly right-of-way line of F.M. Road No. 971 bears S78°15'20"W a distance of 2214.01 feet;

THENCE with the said southerly right-of-way line and northerly boundary line of said 46.915-acre tract the following three (3) courses and distances:

1) N78°15'20"E for a distance of 531.59 feet to a concrete monument found on a point being at the beginning of a curve to the right;

2) Along the arc of said curve to the right an arc distance of 228.39 feet, having a radius of 5689.58 feet, a delta angle of 2°18'00", and a chord which bears N79°24'20"E a distance of 228.38 feet, to a concrete monument found;

3) N80°33'20"E for a distance of 95.40 feet to a capped iron rod set on a point being the westerly corner of a 0.483-acre Right-of-Way Easement, recorded in Volume 506, Page 578 of said Deed Records, for an angle point hereof;

THENCE with the southerly boundary line of said 0.483-acre tract and northerly boundary line of said 46.915-acre tract, N86°23'20"E for a distance of 218.66 feet to a capped iron rod set on a point being the northwesterly corner and POINT OF BEGINNING hereof;

THENCE with the southerly boundary line of said 0.483-acre tract and northerly boundary line of said 46.915-acre tract the following two (2) courses and distances:

1) N86°23'20"E for a distance of 371.90 feet to a capped iron rod set on a point being an angle point hereof;

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2) N80°33'20"E for a distance of 60.95 feet to a point in the centerline of Berry Creek being on the westerly boundary line of a 25.55-acre tract of land conveyed to San Gabriel Investments, Ltd. by instrument recorded in Document No. 2000085080 of the Official Records of Williamson County, Texas, being the southeasterly corner of said 0.483-acre tract and the northeasterly corner of said 46.915-acre tract and northeasterly corner hereof;

THENCE with the easterly boundary line of said 46.915-acre tract and westerly boundary line of said 25.55-acre tract and the centerline of Berry Creek the following twelve (12) courses and distances:

1) S04°01'38"W for a distance of 54.56 feet to a point;
2) S10°26'54"E for a distance of 213.41 feet to a point;
3) S15°54'36"E for a distance of 68.10 feet to a point;
4) S52°02'18"E for a distance of 47.21 feet to a point;
5) S55°33'05"E for a distance of 180.02 feet to a point;
6) S63°35'20"E for a distance of 158.47 feet to a point;
7) S76°54'45"E for a distance of 417.21 feet to a point;
8) S75°56'53"E for a distance of 484.69 feet to a point;
9) S61°26'52"E for a distance of 119.78 feet to a point;
10) S35°59'45"E for a distance of 132.35 feet to a point;
11) S12°48'55"W for a distance of 144.77 feet to a point;
12) S26°40'18"W for a distance of 30.95 feet to a point being the southeasterly corner of said 46.915-acre tract and the southwesterly corner of said 25.55-acre tract, being on the northerly boundary line of Georgetown Railroad right-of-way, 100 feet in width, conveyed in Volume 2267, Page 954 of the Official Records of Williamson County, Texas, for the southeasterly corner hereof;

THENCE with the southerly boundary line of said 46.915-acre tract and northerly boundary line of said Georgetown Railroad the following two (2) courses and distance:

1) N83°10'44"W for a distance of 395.14 feet to an iron rod found on a point being the beginning of a curve to the left;
2) Along the arc of said curve to the left an arc distance of 1049.63 feet, having a radius of 3869.83 feet, a delta angle of 15°32'25", and a chord which bears S89°03'04"W a distance of 1046.41 feet to a capped iron rod set on a point being the southwesterly corner hereof;

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THENCE leaving the northerly boundary line of said Georgetown Railroad, through the interior of said 46.915-acre tract N20°55'06"W for a distance of 1084.94 feet to the POINT OF BEGINNING containing 19.776 acres of land, more or less.

DIAMOND SURVEYING, INC.
516 LEANDER ROAD, GEORGETOWN, TX 78626
(512) 931-3100

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

9/15/03

SHANE SHAFER, R.P.L.S. No. 5281 Date

DSI 2003-69

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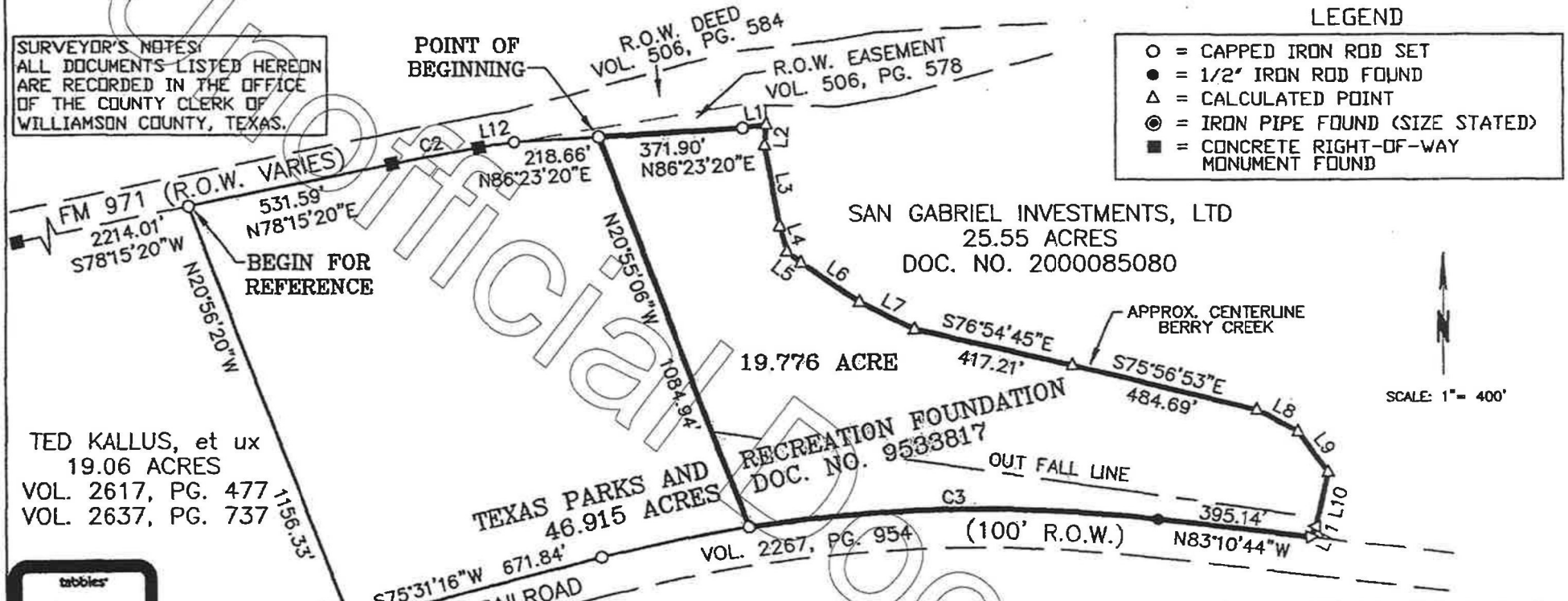
SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

BEING A 19.776 ACRE TRACT OF LAND SITUATED IN THE JOS. BERRY SURVEY, ABSTRACT NO. 63, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 46.915 ACRE TRACT OF LAND CONVEYED TO TEXAS PARKS RECREATION FOUNDATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 9533817 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SURVEYOR'S NOTES:
ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.



LEGEND

- ○ = CAPPED IRON ROD SET
- ● = 1/2" IRON ROD FOUND
- △ = CALCULATED POINT
- ◉ = IRON PIPE FOUND (SIZE STATED)
- ■ = CONCRETE RIGHT-OF-WAY MONUMENT FOUND

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	21°18'00"	1438.63'	3869.83'	S86°10'16"W	1430.36'
C2	2°18'00"	228.39'	5689.58'	N79°24'20"E	228.38'
C3	15°32'25"	1049.63'	3869.83'	S89°03'04"W	1046.41'
C4	0°27'14"	30.67'	3869.83'	S81°03'13"W	30.67'
C5	5°18'19"	358.33'	3869.83'	S78°10'26"W	358.21'

NUM	BEARING	DISTANCE
L1	N80°33'20"E	60.95'
L2	S04°01'38"W	54.56'
L3	S10°26'54"E	213.41'
L4	S15°54'36"E	68.10'
L5	S52°02'18"E	47.21'
L6	S55°33'05"E	180.02'
L7	S63°35'20"E	158.47'
L8	S61°26'52"E	119.78'
L9	S35°59'45"E	132.35'
L10	S12°48'55"W	144.77'
L11	S26°40'18"W	30.95'
L12	N80°33'20"E	95.40'
L13	N86°23'20"E	31.42'

EXHIBIT "B"

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision, completed on September 8, 2003. At the time of this survey there were no encroachments, conflicts, or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey was performed without the benefit of a Title Commitment, and may be subject to instruments of record not shown hereon. USE OF THIS SURVEY FOR ANY PURPOSE BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS REGISTERED SHANE SHAFER 5281 PROFESSIONAL LAND SURVEYOR

SHANE SHAFER, R.P.L.S. NO. 5281

9/15/03
DATE

DIAMOND SURVEYING, INC.
516 LEANDER ROAD, GEORGETOWN, TX 78626
(512) 931-3100

SHEET 1 OF 1

Unofficial Document

EXHIBIT C

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF GEORGETOWN, TEXAS

AND THE CITY OF GEORGETOWN, TEXAS

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 the City of Georgetown ("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 approximately .17 miles southwest of the end of Blue Ridge Drive and .18 miles west of the end of CR 166, which consists of approximately 40.99 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A" attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for annexation of the Property, identified as Annexation Case No. 2023-8- 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: _____
Josh Schroeder
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 Josh Schroeder, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

EXHIBIT A

METES AND BOUNDS DESCRIPTION

BEING A 26.466-ACRE TRACT OF LAND SITUATED IN THE JOS. BERRY SURVEY, ABSTRACT NO. 63, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 46.915-ACRE TRACT OF LAND CONVEYED TO TEXAS PARKS AND RECREATION FOUNDATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 9533817 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 26.466-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING on a capped iron rod set on a point in the southerly right-of-way line of F.M. Road No. 971, same being the northeasterly corner of a 19.06-acre tract of land conveyed to Ted Kallus, et ux, by instruments recorded in Volume 2617, Page 477, and Volume 2637, Page 737 of the Deed Records of Williamson County, Texas, same being the northwesterly corner of the said 46.915-acre, for the northwesterly corner and POINT OF BEGINNING hereof, from which a concrete monument found on the southerly right-of-way line of F.M. Road No. 971 bears S78°15'20"W a distance of 2214.01 feet;

THENCE with the said southerly right-of-way line and northerly boundary line of said 46.915-acre tract the following three (3) courses and distances:

1) N78°15'20"E for a distance of 531.59 feet to a concrete monument found on a point being at the beginning of a curve to the right;

2) Along the arc of said curve to the right an arc distance of 228.39 feet, having a radius of 5689.58 feet, a delta angle of 2°18'00", and a chord which bears N79°24'20"E a distance of 228.38 feet, to a concrete monument found;

3) N80°33'20"E for a distance of 95.40 feet to a capped iron rod set on a point being the westerly corner of a 0.483-acre Right-of-Way Easement, recorded in Volume 506, Page 578 of said Deed Records, for an angle point hereof;

THENCE with the southerly boundary line of said 0.483-acre tract and northerly boundary line of said 46.915-acre tract, N86°23'20"E for a distance of 187.24 feet to a capped iron rod set on a point being the northeasterly corner hereof;

THENCE departing the southerly boundary line of said 0.483-acre tract, through the interior of said 46.915-acre tract, S20°55'06"E for a distance of 1087.93 feet to a capped iron rod set on a point being in the southerly boundary line of the said 46.915-acre tract and the northerly boundary line of Georgetown Railroad right-of-way, 100 feet in width, conveyed in Volume

Unofficial Document

2267, Page 954 of the Official Records of Williamson County, Texas, for the beginning of a curve to the left and the southeasterly corner hereof;

THENCE with the northerly boundary line of the said Georgetown Railroad and the southerly boundary line of said 46.915-acre tract the following two (2) courses and distances:

1) Along the arc of said curve to the left an arc distance of 358.33 feet, having a radius of 3869.83 feet, a delta angle of 5°18'19", and a chord which bears S78°10'26"W a distance of 358.21 feet to a capped iron rod set on a point at the end of said curve;

2) S75°31'16"W for a distance of 671.84 feet to a 3/4" iron pipe found on a point being the southeasterly corner of aforementioned 19.06-acre Kallus tract, the southwesterly corner of said 46.915-acre tract and southwesterly corner hereof;

THENCE with the easterly boundary line of said 19.06-acre Kallus tract and the westerly boundary line of said 46.915-acre tract, N20°56'20"W for a distance of 1156.33 feet to the POINT OF BEGINNING containing 26.466 acres of land, more or less.

DIAMOND SURVEYING, INC.
516 LEANDER ROAD, GEORGETOWN, TX 78626
(512) 931-3100

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

9/15/03

SHANE SHAFER, R.P.L.S. No. 5281 Date
TPRF 26.466 AC. TRACT

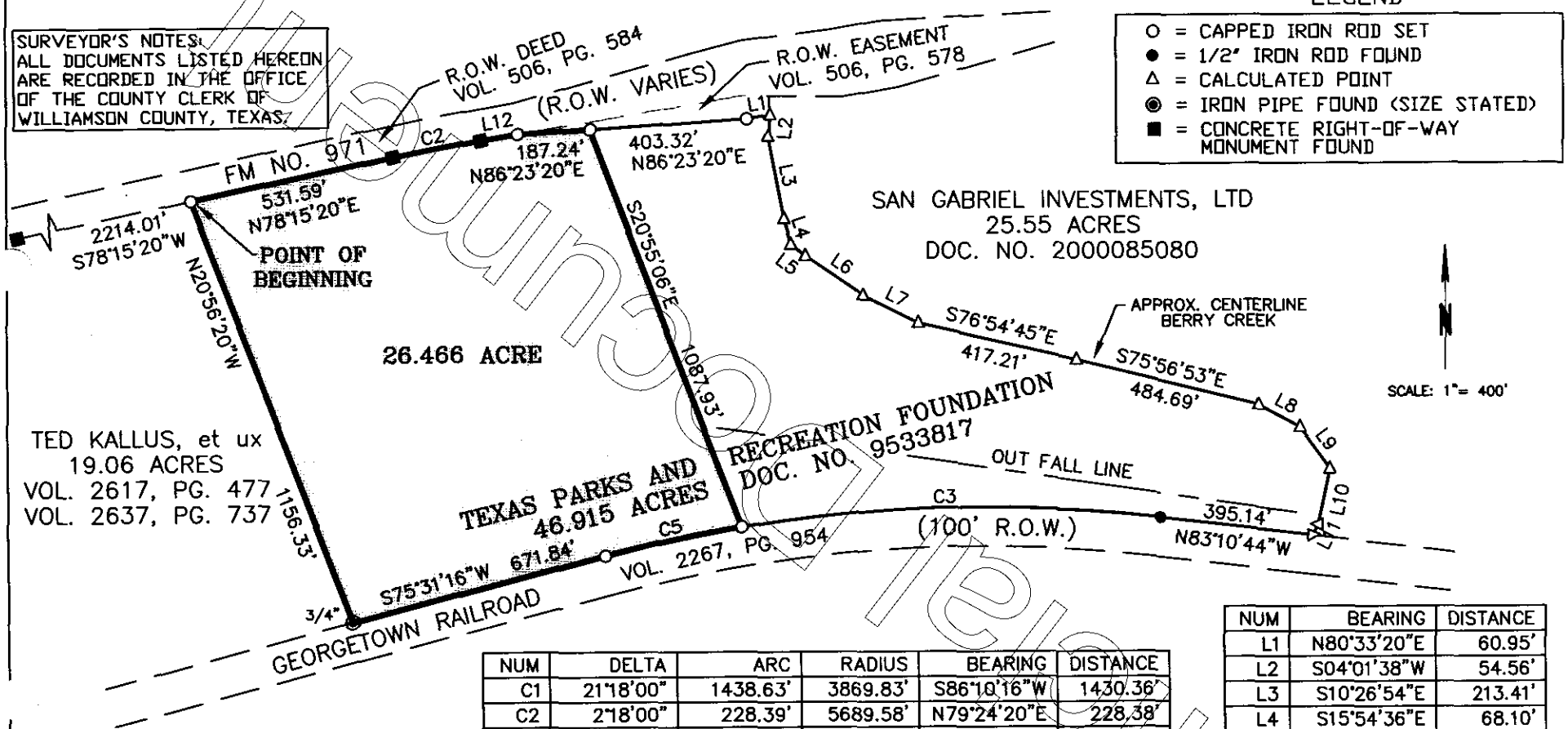
Unofficial Document

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

BEING A 26.466 ACRE TRACT OF LAND SITUATED IN THE JOS. BERRY SURVEY, ABSTRACT NO. 63, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 46.915 ACRE TRACT OF LAND CONVEYED TO TEXAS PARKS RECREATION FOUNDATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 9533817 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SURVEYOR'S NOTES:
ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

LEGEND
- ○ = CAPPED IRON ROD SET
- ● = 1/2" IRON ROD FOUND
- △ = CALCULATED POINT
- ◉ = IRON PIPE FOUND (SIZE STATED)
- ■ = CONCRETE RIGHT-OF-WAY MONUMENT FOUND



NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	21°18'00"	1438.63'	3869.83'	S86°10'16"W	1430.36'
C2	2°18'00"	228.39'	5689.58'	N79°24'20"E	228.38'
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C4	0°27'14"	30.67'	3869.83'	S81°03'13"W	30.67'
C5	5°18'19"	358.33'	3869.83'	S78°10'26"W	358.21'

NUM	BEARING	DISTANCE
L1	N80°33'20"E	60.95'
L2	S04°01'38"W	54.56'
L3	S10°26'54"E	213.41'
L4	S15°54'36"E	68.10'
L5	S52°02'18"E	47.21'
L6	S55°33'05"E	180.02'
L7	S63°35'20"E	158.47'
L8	S61°26'52"E	119.78'
L9	S35°59'45"E	132.35'
L10	S12°48'55"W	144.77'
L11	S26°40'18"W	30.95'
L12	N80°33'20"E	95.40'
L13	N86°23'20"E	31.42'

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision, completed on September 8, 2003. At the time of this survey there were no encroachments, conflicts, or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey was performed without the benefit of a Title Commitment, and may be subject to instruments of record not shown hereon. USE OF THIS SURVEY FOR ANY PURPOSE BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SHANE SHAFER, R.P.L.S. NO. 5281 — 9/15/03 DATE

DIAMOND SURVEYING, INC.
516 LEANDER ROAD, GEORGETOWN, TX 78626
(512) 931-3100

SHEET 1 OF 1

METES AND BOUNDS DESCRIPTION

BEING A 0.748-ACRE TRACT OF LAND SITUATED IN THE JOS. BERRY SURVEY, ABSTRACT NO. 63, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 46.915-ACRE TRACT OF LAND CONVEYED TO TEXAS PARKS AND RECREATION FOUNDATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 9533817 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.748-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE on a capped iron rod set on a point in the southerly right-of-way line of F.M. Road No. 971, same being the northeasterly corner of a 19.06-acre tract of land conveyed to Ted Kallus, et ux, by instruments recorded in Volume 2617, Page 477, and Volume 2637, Page 737 of the Deed Records of Williamson County, Texas, same being the northwesterly corner of the said 46.915-acre, from which a concrete monument found on the southerly right-of-way line of F.M. Road No. 971 bears S78°15'20"W a distance of 2214.01 feet;

THENCE with the said southerly right-of-way line and northerly boundary line of said 46.915-acre tract the following three (3) courses and distances:

1) N78°15'20"E for a distance of 531.59 feet to a concrete monument found on a point being at the beginning of a curve to the right;

2) Along the arc of said curve to the right an arc distance of 228.39 feet, having a radius of 5689.58 feet, a delta angle of 2°18'00", and a chord which bears N79°24'20"E a distance of 228.38 feet, to a concrete monument found;

3) N80°33'20"E for a distance of 95.40 feet to a capped iron rod set on a point being the westerly corner of a 0.483-acre Right-of-Way Easement recorded in Volume 506, Page 578 of said Deed Records, for an angle point hereof;

THENCE with the southerly boundary line of said 0.483-acre tract and northerly boundary line of said 46.915-acre tract, N86°23'20"E for a distance of 187.24 feet to a capped iron rod set on a point being the northwesterly corner and POINT OF BEGINNING hereof;

THENCE with the southerly boundary line of said 0.483-acre tract and the northerly boundary line of said 46.915-acre tract N86°23'20"E for a distance of 31.42 feet to a capped iron rod set on a point being the northeasterly corner hereof;

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THENCE leaving the southerly boundary line of said 0.483-acre tract, through the interior of said 46.915-acre tract S20°55'06"E for a distance of 1084.94 feet to a capped iron rod set on a point being in the southerly boundary line of the said 46.915-acre tract and the northerly boundary line of Georgetown Railroad right-of-way, 100 feet in width, conveyed in Volume 2267, Page 954 of the Official Records of Williamson County, Texas, for the beginning of a curve to the left and the southeasterly corner hereof;

THENCE with the northerly boundary line of said Georgetown Railroad and the southerly boundary line of said 46.915-acre tract along the arc of said curve to the left an arc distance of 30.67 feet, having a radius of 3869.83 feet, a delta angle of 0°27'14", and a chord which bears S81°03'13"W a distance of 30.67 feet to a capped iron rod set on a point being the southwesterly corner hereof;

THENCE leaving the northerly boundary line of said Georgetown Railroad right-of-way, through the interior of said 46.915-acre tract N20°55'06"W for a distance of 1087.93 feet to the POINT OF BEGINNING containing 0.748 acres of land, more or less.

DIAMOND SURVEYING, INC.
816 LEANDER ROAD, GEORGETOWN, TX 78626
(512) 931-3100

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SHANE SHAFER, R.P.L.S. No. 5281 — 9/15/03 Date

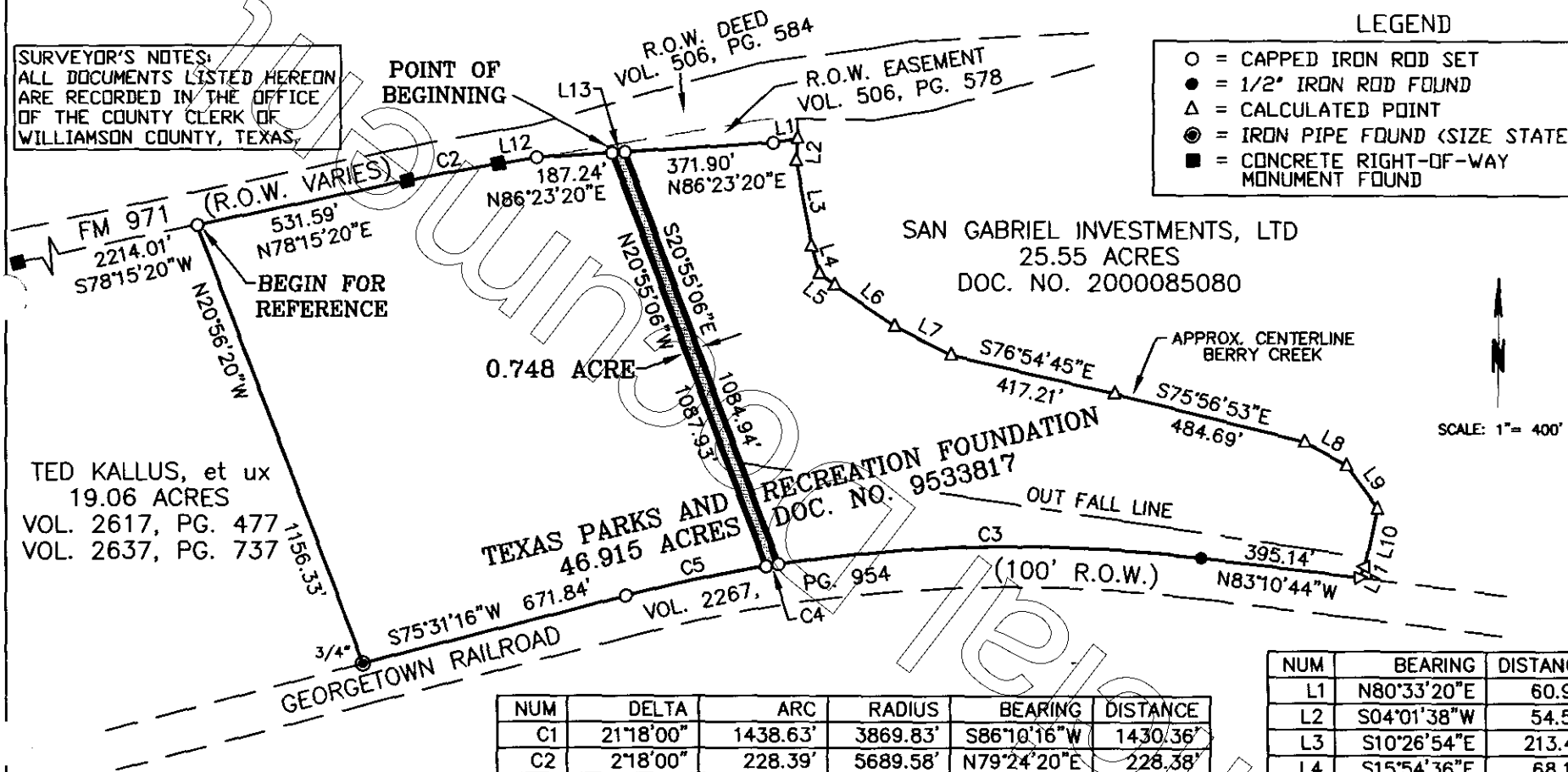
DET 2003-69

Unofficial Document

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

BEING A 0.748 ACRE TRACT OF LAND SITUATED IN THE JOS. BERRY SURVEY, ABSTRACT NO. 63, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 46.915 ACRE TRACT OF LAND CONVEYED TO TEXAS PARKS RECREATION FOUNDATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 9533817 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SURVEYOR'S NOTES:
ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.



LEGEND

- ○ = CAPPED IRON ROD SET
- ● = 1/2" IRON ROD FOUND
- △ = CALCULATED POINT
- ◉ = IRON PIPE FOUND (SIZE STATED)
- ■ = CONCRETE RIGHT-OF-WAY MONUMENT FOUND

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	21°18'00"	1438.63'	3869.83'	S86°10'16"W	1430.36'
C2	2°18'00"	228.39'	5689.58'	N79°24'20"E	228.38'
C3	15°32'25"	1049.63'	3869.83'	S89°03'04"W	1046.41'
C4	0°27'14"	30.67'	3869.83'	S81°03'13"W	30.67'
C5	5°18'19"	358.33'	3869.83'	S78°10'26"W	358.21'

NUM	BEARING	DISTANCE
L1	N80°33'20"E	60.95'
L2	S04°01'38"W	54.56'
L3	S10°26'54"E	213.41'
L4	S15°54'36"E	68.10'
L5	S52°02'18"E	47.21'
L6	S55°33'05"E	180.02'
L7	S63°35'20"E	158.47'
L8	S61°26'52"E	119.78'
L9	S35°59'45"E	132.35'
L10	S12°48'55"W	144.77'
L11	S26°40'18"W	30.95'
L12	N80°33'20"E	95.40'
L13	N86°23'20"E	31.42'

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision, completed on September 8, 2003. At the time of this survey there were no encroachments, conflicts, or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey was performed without the benefit of a Title Commitment, and may be subject to instruments of record not shown hereon. USE OF THIS SURVEY FOR ANY PURPOSE BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SHANE SHAFER, R.P.L.S. NO. 5281 — 9/15/03 DATE

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516 LEANDER ROAD, GEORGETOWN, TX 78626
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SHEET 1 OF 1

METES AND BOUNDS DESCRIPTION

BEING A 19.776-ACRE TRACT OF LAND SITUATED IN THE JOS. BERRY SURVEY, ABSTRACT NO. 63, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 46.915-ACRE TRACT OF LAND CONVEYED TO TEXAS PARKS AND RECREATION FOUNDATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 9533817 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 19.776-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE on a capped iron rod set on a point in the southerly right-of-way line of F.M. Road No. 971, same being the northeasterly corner of a 19.06-acre tract of land conveyed to Ted Kallus, et ux, by instruments recorded in Volume 2617, Page 477, and Volume 2637, Page 737 of the Deed Records of Williamson County, Texas, same being the northwesterly corner of the said 46.915-acre, from which a concrete monument found on the southerly right-of-way line of F.M. Road No. 971 bears S78°15'20"W a distance of 2214.01 feet;

THENCE with the said southerly right-of-way line and northerly boundary line of said 46.915-acre tract the following three (3) courses and distances:

1) N78°15'20"E for a distance of 531.59 feet to a concrete monument found on a point being at the beginning of a curve to the right;

2) Along the arc of said curve to the right an arc distance of 228.39 feet, having a radius of 5689.58 feet, a delta angle of 2°18'00", and a chord which bears N79°24'20"E a distance of 228.38 feet, to a concrete monument found;

3) N80°33'20"E for a distance of 95.40 feet to a capped iron rod set on a point being the westerly corner of a 0.483-acre Right-of-Way Easement, recorded in Volume 506, Page 578 of said Deed Records, for an angle point hereof;

THENCE with the southerly boundary line of said 0.483-acre tract and northerly boundary line of said 46.915-acre tract, N86°23'20"E for a distance of 218.66 feet to a capped iron rod set on a point being the northwesterly corner and POINT OF BEGINNING hereof;

THENCE with the southerly boundary line of said 0.483-acre tract and northerly boundary line of said 46.915-acre tract the following two (2) courses and distances:

1) N86°23'20"E for a distance of 371.90 feet to a capped iron rod set on a point being an angle point hereof;

Unofficial Document

2) N80°33'20"E for a distance of 60.95 feet to a point in the centerline of Berry Creek being on the westerly boundary line of a 25.55-acre tract of land conveyed to San Gabriel Investments, Ltd. by instrument recorded in Document No. 2000085080 of the Official Records of Williamson County, Texas, being the southeasterly corner of said 0.483-acre tract and the northeasterly corner of said 46.915-acre tract and northeasterly corner hereof;

THENCE with the easterly boundary line of said 46.915-acre tract and westerly boundary line of said 25.55-acre tract and the centerline of Berry Creek the following twelve (12) courses and distances:

1) S04°01'38"W for a distance of 54.56 feet to a point;
2) S10°26'54"E for a distance of 213.41 feet to a point;
3) S15°54'36"E for a distance of 68.10 feet to a point;
4) S52°02'18"E for a distance of 47.21 feet to a point;
5) S55°33'05"E for a distance of 180.02 feet to a point;
6) S63°35'20"E for a distance of 158.47 feet to a point;
7) S76°54'45"E for a distance of 417.21 feet to a point;
8) S75°56'53"E for a distance of 484.69 feet to a point;
9) S61°26'52"E for a distance of 119.78 feet to a point;
10) S35°59'45"E for a distance of 132.35 feet to a point;
11) S12°48'55"W for a distance of 144.77 feet to a point;
12) S26°40'18"W for a distance of 30.95 feet to a point being the southeasterly corner of said 46.915-acre tract and the southwesterly corner of said 25.55-acre tract, being on the northerly boundary line of Georgetown Railroad right-of-way, 100 feet in width, conveyed in Volume 2267, Page 954 of the Official Records of Williamson County, Texas, for the southeasterly corner hereof;

THENCE with the southerly boundary line of said 46.915-acre tract and northerly boundary line of said Georgetown Railroad the following two (2) courses and distance:

1) N83°10'44"W for a distance of 395.14 feet to an iron rod found on a point being the beginning of a curve to the left;
2) Along the arc of said curve to the left an arc distance of 1049.63 feet, having a radius of 3869.83 feet, a delta angle of 15°32'25", and a chord which bears S89°03'04"W a distance of 1046.41 feet to a capped iron rod set on a point being the southwesterly corner hereof;

Unofficial Document

THENCE leaving the northerly boundary line of said Georgetown Railroad, through the interior of said 46.915-acre tract N20°55'06"W for a distance of 1084.94 feet to the POINT OF BEGINNING containing 19.776 acres of land, more or less.

<> DIAMOND SURVEYING, INC.
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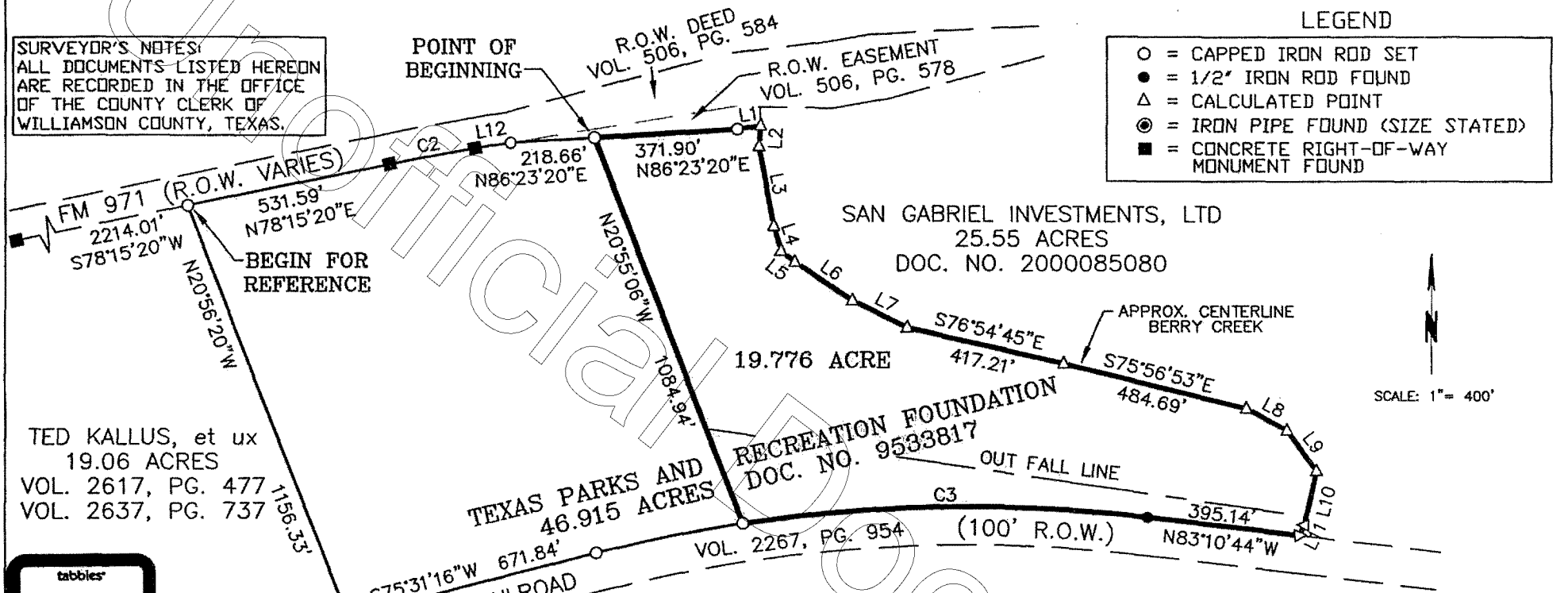

LEGEND

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L13	N86°23'20"E	31.42'

tabbies
EXHIBIT
"B"

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STATE OF TEXAS
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SHANE SHAFER
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SHANE SHAFER, R.P.L.S. NO. 5281

9/15/03
DATE

DIAMOND SURVEYING, INC.
516 LEANDER ROAD, GEORGETOWN, TX 78626
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SHEET 1 OF 1

Unofficial Document

Pecan Branch Water Reclamation Facility 2025-8-ANX

June 23rd, 2026 | City Council

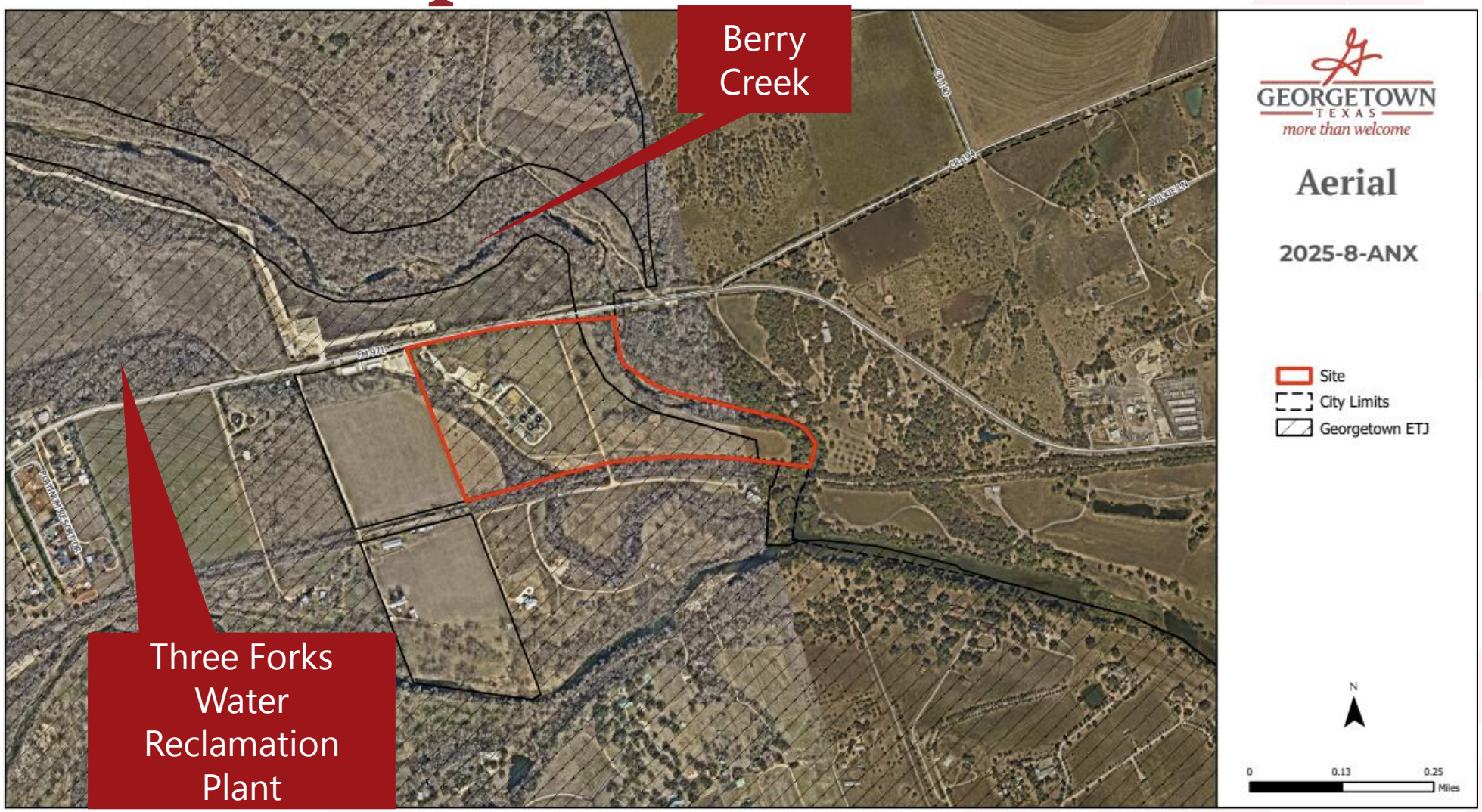
GEORGETOWN TEXAS

Item Under Consideration

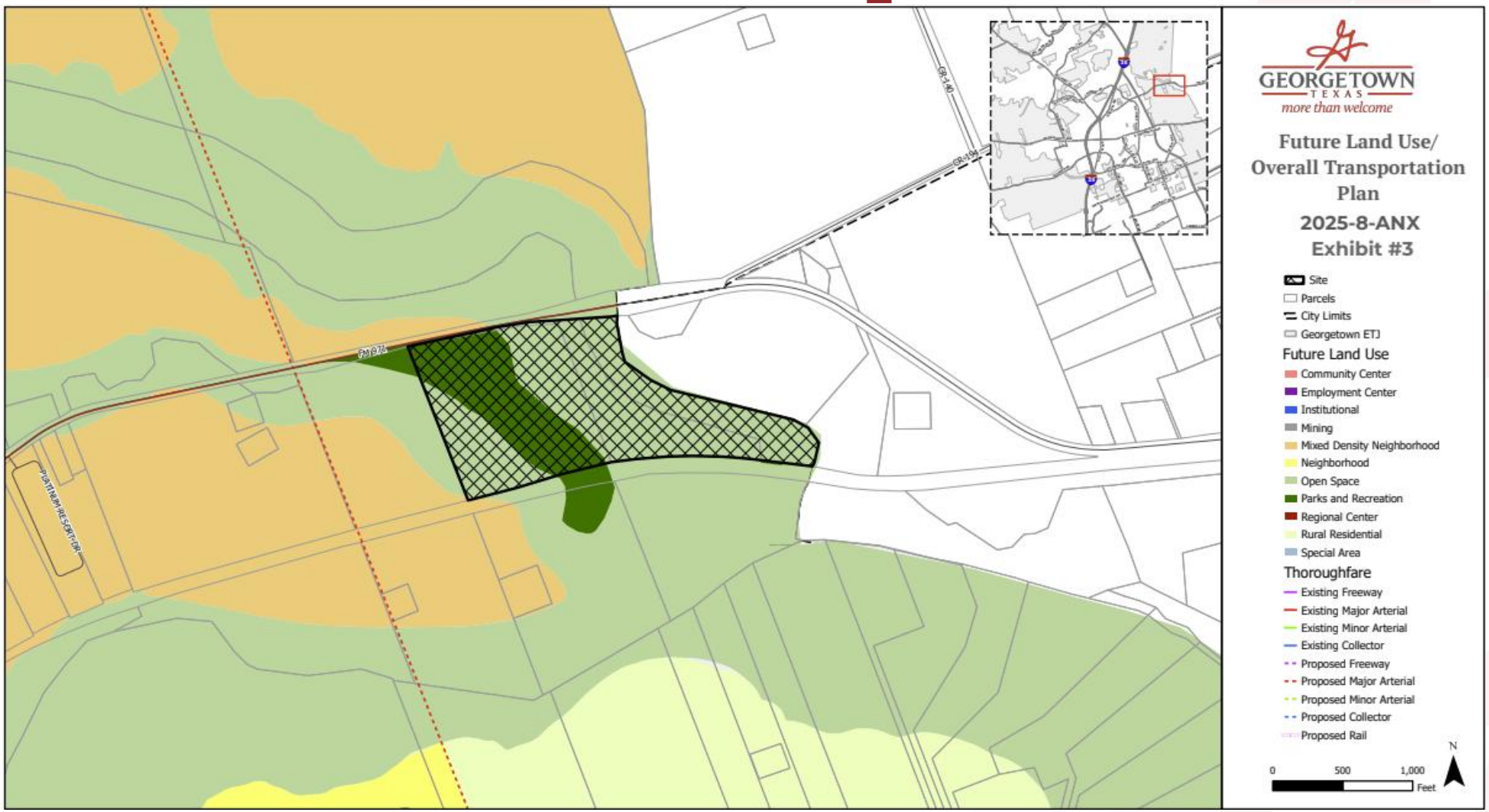
2025-8-ANX

- Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation 46.99 acres of City of Georgetown owned property situated in the Joseph Berry Survey, Abstract No. 63, to be known as the Pecan Branch Water Reclamation Facility, as the Public Facility (PF) zoning district, for the property generally located at generally located at 3500 FM 971, Georgetown, TX 78626 (2025-8-ANX). Preston Gunn, Planner

Aerial Map


Berry Creek
Three Forks Water Reclamation Plant
GEORGETOWN
TEXAS
more than welcome
Aerial
2025-8-ANX
Site
City Limits
Georgetown ETJ
N
0
0.13
0.25
Miles

Future Land Use Map



Parks and Recreation (PR)

- Public parks and recreational areas are integrated into and easily accessible from residential neighborhoods and developments. Regional parks are accessible from major thoroughfares and can provide a variety of recreational opportunities.

- **DUA:** N/a
- **Target Ratio:** 100% nonresidential
- **Primary Use:** Parkland, trails, and other recreational amenities
- **Secondary Uses:** N/A

Open Space (OS)

- Floodplains and other natural or environmentally sensitive areas are preserved as open space. No development is anticipated in these areas

- **DUA:** N/a
- **Target Ratio:** 100% nonresidential
- **Primary Use:** Parkland, trails, and other recreational amenities
- **Secondary Uses:** N/A

Public Facilities (PF)

- Location for government, public, and semi-public uses
- May include schools, public parks, hospitals, airports, government offices, and churches
- Does not include industrial or storage yards
- Some uses allowed are high intensity
- Subject to non-residential design standards

Dimensional Standards

- Max building height = 45’
- Front setback = 25’
- Side setback = 5’
- Rear setback = 0’
- Side Setback to Residential = 15’
- Rear Setback to Residential = 25’
- 15’ bufferyard when adjacent to residential

Allowed Uses in the Public Facilities (PF) Zoning District

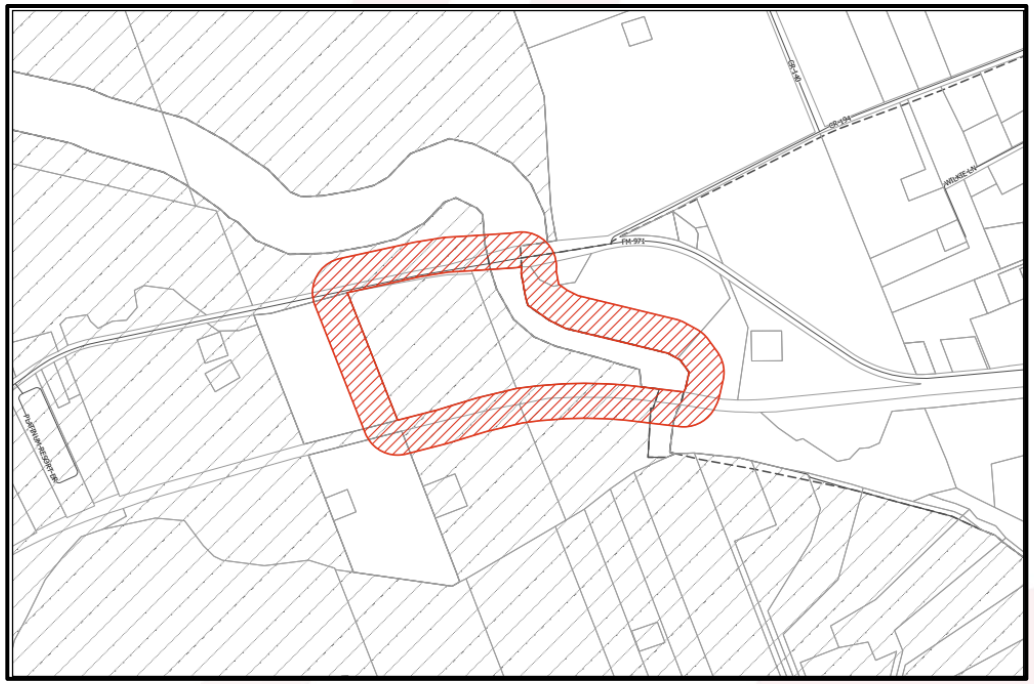
Permitted by Right	Permitted with Limitations	Permitted with a SUP
Emergency Services Station	Elementary School	Group Home (16 or more residents)
Government or Postal Office	Middle School	Orphanage
Library or Museum	High School	Correctional Facility
Social Service Facility	Boarding School	Psychiatric Hospital
Hospital	College or University	Substance Abuse Treatment Facility
Nature Preserve or Community Garden	Business or Trade School	Cemetary, Columbaria, Mausoleum or Memorial Park
Bus Barn	Activity Center, Youth or Senior	Major Event Entertainment
Parking Lot, Off-Site	Animal Shelter	Airport
Park-n-Ride Facility	Community Center	Wireless Transmission Facility >40'
Transit Passenger Terminal	Religious Assembly Facilities (with or without Columbaria)	
Utility Services, Minor, Intermediate, and Major	Public Park, Neighborhood and Regional	
	Golf Course	
	Restaurant, General	
	Event Facility	
	Athletic Facility, Indoor or Outdoor	
	Wireless Transmission Facility ≤40'	
	Heliport	

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		
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

- 8 property owners within the 300' buffer
- Notice in Sun News on 05/17/2026
- 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 June 2nd meeting, the Planning & Zoning Commission recommended approval of the request (7-0).

Summary

- Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, 46.99 acres of City of Georgetown owned property situated in the Joseph Berry Survey, Abstract No. 63, as the Public Facility (PF) zoning district, for the property generally located at generally located at 3500 FM 971, Georgetown, TX 78626 to be know as the Pecan Branch Water Reclamation Plant (2025-8-ANX). Preston Gunn, Planner

- Per UDC Section 3.06.020.E, the Planning and Zoning Commission shall hold a Public Hearing… and make a recommendation to the City Council.

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 AND THE ANNEXATION AND INITIAL ZONING DESIGNATION OF PUBLIC FACILITY (PF) OF CERTAIN TERRITORY CONSISTING OF 46.99 ACERS, MORE OR LESS SITUATED IN THE JOSEPH BERRY SURVEY, ABSTRACT NO. 63 AS DESCRIBED HEREIN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Planning Department Staff Report

Report Date: **June 2nd, 2026**
Case Number: **2025-8-ANX**

AGENDA ITEM DESCRIPTION

Public Hearing and possible action on a request for a Zoning Map Amendment to zone, upon annexation, 46.99 acres of City of Georgetown owned property situated in the Joseph Berry Survey, Abstract No. 63, to be known as the Pecan Branch Water Reclamation Facility, as the Public Facility (PF) zoning district, for the property generally located at generally located at 3500 FM 971, Georgetown, TX 78626 (2025-8-ANX). Preston Gunn, Planner

AGENDA ITEM DETAILS

Project Name:	***Pecan Branch Water Reclamation Plant***
Applicant:	***City of Georgetown c/o Larry Taylor***
Property Owner:	***City of Georgetown c/o Larry Taylor***
Property Address:	***3500 FM 971, Georgetown, TX 78626***
Legal Description:	***46.99 acres situated in the Joseph Berry Survey, Abstract No. 63***
Current Zoning:	***N/A – Located in City's ETJ***
Current Use:	***Currently a Water Treatment Plant***

APPLICANT'S REQUEST

The applicant is requesting annexation with a base zoning district of Public Facility (PF) for this city owned property. The city intends to use this property for public infrastructure for surrounding development.

RECOMMENDATION

Staff <u>recommend approval</u> of the request.

PROPERTY CONTEXT

Neighborhood Character:

The subject property is located along the Southern side of FM 971 within an area characterized by low-intensity development patterns. Surrounding properties are primarily zoned for single-family residential (RS) or remain within the City's extraterritorial jurisdiction. The area to the north, east, and south remain largely undeveloped, while the west includes smaller-scale limited commercial uses oriented along FM 971.

Zoning Trends:

Zoning in the vicinity of the subject site is predominantly characterized by land within the City's extraterritorial jurisdiction (ETJ), with properties along Berry Creek zoned Single-Family Residential (RS).

City Council

Present Property Description:
The subject property was acquired by the City of Georgetown in 2024 and is currently located within the City's extraterritorial jurisdiction. The site has frontage along FM 971 and appears to be generally flat. The site also currently has an existing water reclamation plant

STAFF ANALYSIS

Technical Review:
The subject property has an existing Future Land Use designation of Open Space (OS) with the central portion being Parks and Recreation (PR). OS is intended to contain floodplains and other natural or environmentally sensitive areas to be preserved and undeveloped. However, PR is intended to provide public parks and recreational areas that are integrated into and easily accessible from residential neighborhoods and developments.

The Public Facility zoning district does not conflict with either of the future land uses. Additionally, the request aligns with both land use policies #10 and #12 which aim to support development decisions that improve infrastructure and keep Georgetown a safe, welcoming community that supports its residents.

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 made regarding the zoning request.

Staff reviewed the proposed annexation and rezoning request and found it complies with the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined in Exhibit 6.

PUBLIC NOTIFICATION

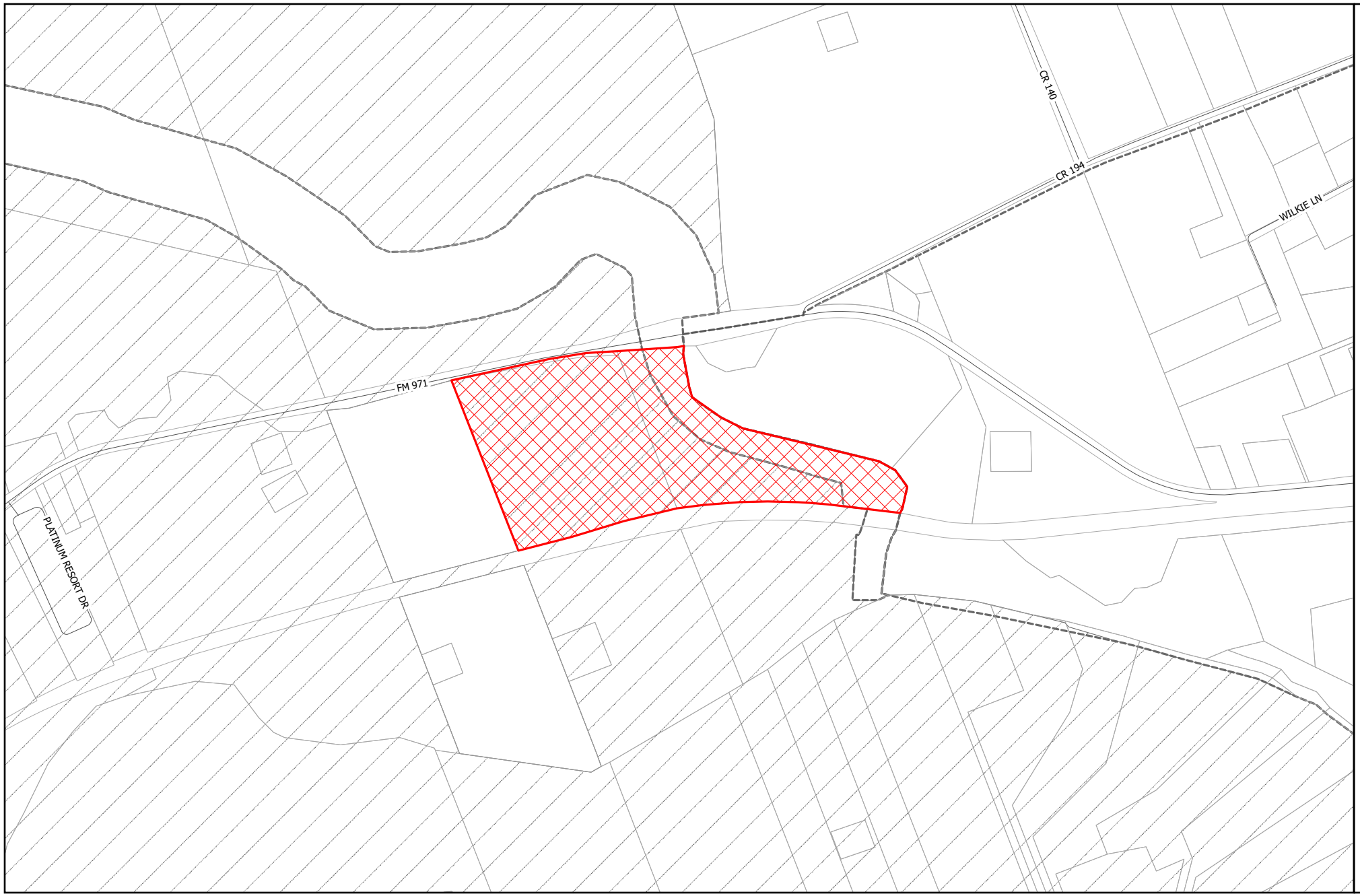
As required by the Unified Development Code, all property owners and registered neighborhood associations within a 300-foot radius of the subject property were notified of the annexation and initial zoning request (8 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (May 17, 2026) and signs were posted on-site. To date, staff has received 0 written comment 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 Public Facility Zoning District
Exhibit 5 – Letter of Intent
Exhibit 6 - Staff Report Exhibits

SUBMITTED BY

Preston Gunn, Planner



GEORGETOWN
TEXAS
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Location

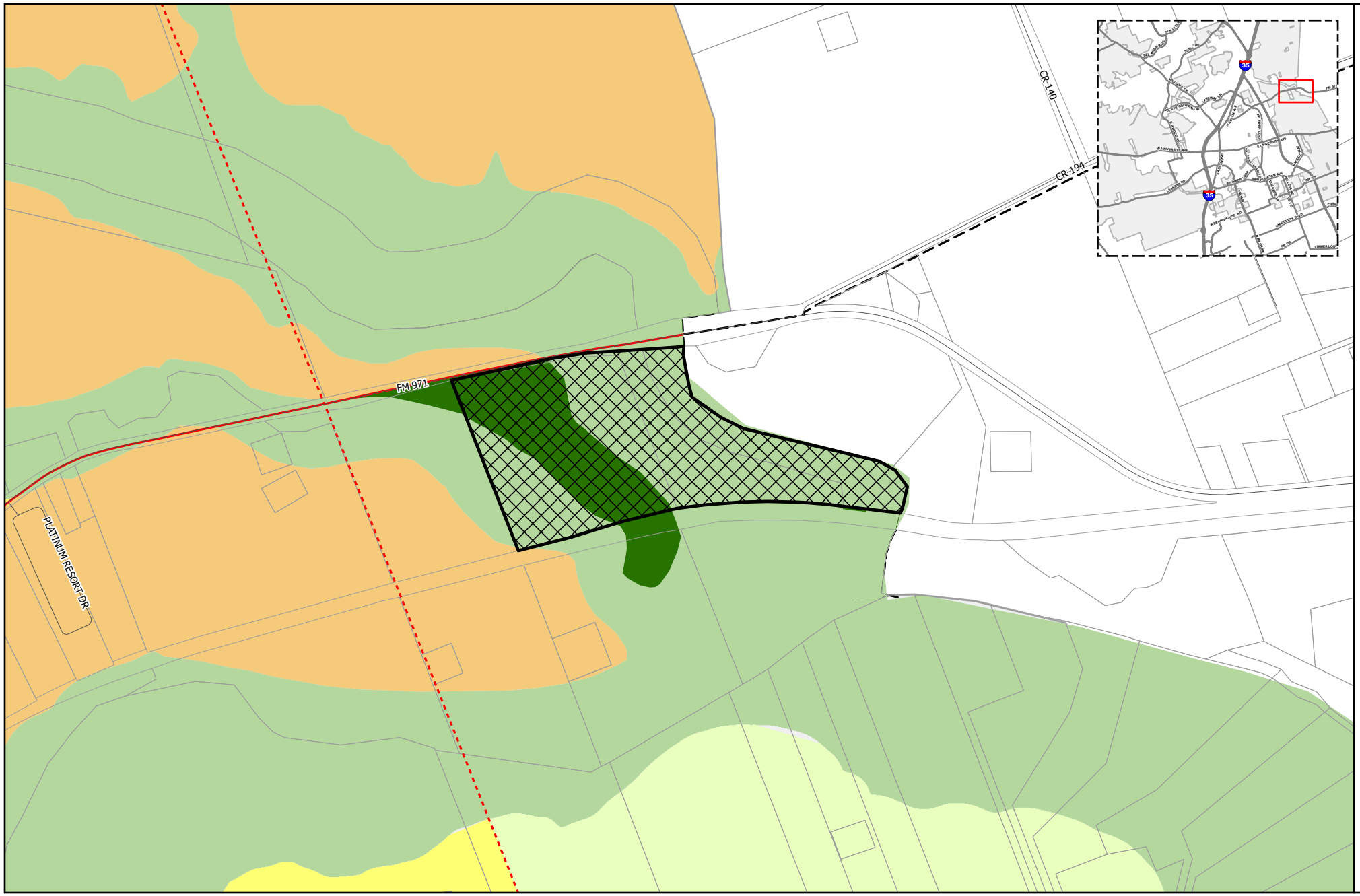
2025-8-ANX

Exhibit #1

- Site
- Parcels
- City Limits
- Georgetown ETJ

N

0 0.13 0.25 Miles



GEORGETOWN
TEXAS
more than welcome

Future Land Use/ Overall Transportation Plan

2025-8-ANX
Exhibit #3

- Site
- Parcels
- City Limits
- Georgetown ETJ

Future Land Use

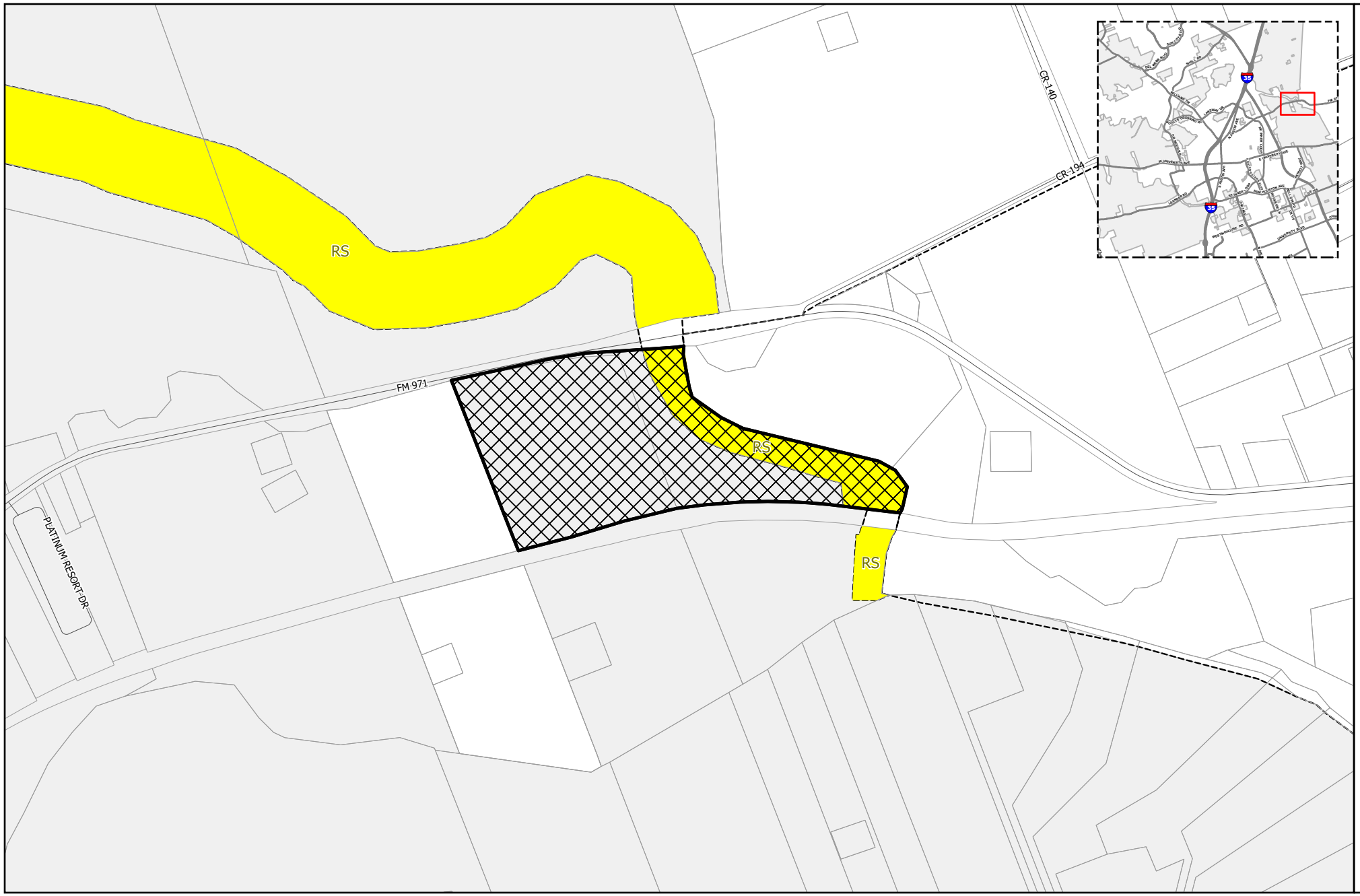
- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

Thoroughfare

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

0 500 1,000 Feet

N



GEORGETOWN
TEXAS
more than welcome

Zoning

2025-8-ANX

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

0 500 1,000 Feet

N

PF Public Facility

Residential Uses	Sec. 5.02.010
Special Use Permit Required	Group Home (16 residents or more), Orphanage

Civic Uses	Sec. 5.03.010
Permitted by Right	Emergency Services Station, Government or Postal Office, Library or Museum, Social Service Facility, Hospital, Nature Preserve or Community Garden
Permitted with Limitations	School (Elementary, Middle, High, College or University, Boarding, Business or Trade), Activity Center (Youth or Senior), Animal Shelter, Community Center, Religious Assembly Facilities (Inc. with Columbaria), Public Park (Neighborhood or Regional), Golf Course
Special Use Permit Required	Correctional Facility, Psychiatric Hospital, Substance Abuse Treatment Facility, Cemetery, Columbaria, Mausoleum or Memorial Park,

Commercial Uses	Sec. 5.04.010
Permitted with Limitations	Restaurant (General), Event Facility, Athletic Facility (Indoor or Outdoor)
Special Use Permit Required	Major Event Entertainment

Transportation & Utility Uses	Sec. 5.05.010
Permitted by Right	Bus Barn, Parking Lot (off-site), Park-n-Ride Facility, Transit Passenger Terminal, Utility Services (Minor, Intermediate, Major)
Permitted with Limitations	Heliport, Wireless Transmission Facility (40' or less)
Special Use Permit Required	Airport, Wireless Transmission Facility (over 40')

Temporary Uses	Sec. 5.08.010
Permitted with Limitations	Seasonal Product Sales, Farmer's Market, Temporary and Transient Mobile or Outdoor Food Vendor, Business Offices, Concrete Products, Construction Field Office, Construction Staging (off-site), Parking Lot, Portable Classrooms

Outdoor Display & Storage	Sec. 5.09.020
Permitted	Outdoor Storage (Limited)

***Dimensional Standards on the back**

PF Public Facility

Dimensional Standards: Sec. 7.02.020	**Feet**
Minimum Lot Width	50
Minimum Lot Size	-
Front/street setback	25
Side Setback	5
Side setback to residential or an existing SF home in the ETJ that is platted or planned for residential use on the FLU Map	15
Rear Setback	0
Rear Setback to residential or an existing SF home in the ETJ that is platted or planned for residential use on the FLU Map	25
Maximum Building Height	45
Maximum Impervious Cover - Sec. 11.02	70%
Dimensional Interpretations and Exceptions – Sec. 7.02.030	-
Bufferyard: UDC Sec. 8.04.06 a) Medium level – 15 ft wide planting area; One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet	-
Landscaping: UDC Sec. 8.01	-
Tree Preservation and Protection – Sec. 8.02.	-

April 22, 2025

RE: Voluntary Annexation of R503136; R503133; R038968; R039105; R633916

Ryan,

The City of Georgetown, Texas (the "City") hereby submits its application for annexation of the below described properties:

Owner: The City is the owner of the properties proposed to be annexed.

Contiguity: These properties are contiguous with the City limits of the City of Georgetown, as they exist today, on their north and south boundaries.

Property Size/location:

Property	Size/Location	Current Use	Requested Zoning District	TIF Zone
R503136	12.7586 acres of the Frederick Foy Survey, Abstract 229, Williamson County	undeveloped	Public Facility (PF)	Sun City
R503133	7.2414 acres of the Frederick Foy Survey, Abstract 229, Williamson County	undeveloped	Public Facility (PF)	Sun City
R038968	59.54 acres in the John Berry Survey, Abstract 51, Williamson County	undeveloped	Public Facility (PF)	C
R039105	27.214 acres in the John Berry Survey, Abstract 51, Williamson County	Water treatment plant	Public Facility (PF)	C
R633916	3.266 acres in the Lewis P. Dyches Survey, Abstract 180, Williamson County	undeveloped	Public Facility (PF)	E

Approval Criteria:

- *The application is complete, and the information contained within the application is sufficient and correct enough to allow adequate review and final action; and*
    - All information requested and required is believed to be submitted herein, complete, and accurately stated.
- *The annexation promotes the health, safety or general welfare of the City and the safe, orderly, and healthful development of the City*.

- The construction of these water treatment plant are key to ensuring a high quality of life for Georgetown's residents as the City continues to grow as well as provide flood control for the area. The treatment plants will provide water to residents and businesses on the west side of the City as it expands while also ensuring that the existing water infrastructure in the city is not strained beyond capacity.

- *Consistency with the City's adopted long-range plans and annexation policies.*
  - The subject properties are within the Mixed Density Neighborhood (MDN) future land use designation, which is intended to provide a mix of single-family and medium density housing types to allow a transition to higher density residential or more intense non-residential uses of nearby properties. Secondary uses supported within MDN are neighborhood-serving retail, office, institutional and civic uses. The Public Facility zoning district is subject to non-residential design and landscaping standards with nearby or adjacent residential uses.
- *The zoning change is compatible with the present zoning and confirming uses of nearby property and the with the character of the neighborhood; and*
  - The area surrounding the subject properties along FM 971 are primarily undeveloped. The property along SE Inner Loop is adjacent to property zoned as PUD with a base zoning of Commercial (C-3). The proposed Public Facility zoning district and the water treatment plant it is intended to support would create a distinct feature in the surrounding area. The maximum allowable height within Public Facility is 45 feet, which will allow for significantly taller structures than anything in its immediate vicinity.
- *The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.*
  - The subject properties are large enough to accommodate all of the features planned for the site and the development standards for Public Facility zoning. With the exception of the Three Forks site, there are no manmade or natural barriers on the subject property that would hinder the project's development. The Three Forks site is partially encumbered by a flood plain along it' southern boundary. Where districts such as Industrial, Office and Business Park support similar uses allowed in these districts would be appropriate adjacent to them, public facility does not, instead it allows for a higher intensity of use specifically for a public good. The Public Facility zoning district requires a larger setback and reduced maximum height from than the Industrial and Business Park zoning districts which allow for similar uses. These more restrictive design standards allow for uses in the Public Facility district to more easily incorporate into any potential residential or low intensity non-residential uses that can develop adjacent to the subject property

This application supports the health and safety of the public by providing for control and operation of property owner by the City of Georgetown, clarifying the provision of emergency services, and allowing for the extension of utilities, management of drainage, etc. by the City.

The applicant reserves the right to pull this annexation application from consideration at any time during the proceedings.

Sincerely,

Larry Taylor

CIP Project Manager
City of Georgetown, Texas

Enc: Metes and Bounds Desc. (w/ diagram)
Property Owner's Consent Form

Exhibit 6
UDC Approval Criteria Review

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**
This application was reviewed by staff and deemed to be complete.	
2. The zoning change is consistent with the Comprehensive Plan.	**Complies**
The property has a future land use designation of Open Space (OS) with the central portion being Parks and Recreation (PR). OS is intended to contain floodplains and other natural or environmentally sensitive areas to be preserved and undeveloped. However, PR is intended to provide public parks and recreational areas that are integrated into and easily accessible from residential neighborhoods and developments. The Public Facility zoning district is appropriate within the MDN future land use designation. The proposed request also aligns with Land Use Policies #10 and #12 which intend to support the city's growth and provide necessary infrastructure to keep Georgetown safe and welcoming for all residents.	

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**
Annexing the property with a base zoning district of Public Facility will subject the property to additional regulations in the UDC that the site is not currently regulated under today. These regulations will ensure the site functions properly near residential dwelling units. For example, with a zoning district of PF, the site will be required to provide a medium level bufferyard adjacent to any RS zoning district ensuring this site does not substantially conflict with surrounding properties. Additionally, this annexation and zoning request will allow for the construction of necessary infrastructure for the current and future residents in this part of Georgetown, promoting the safe, orderly, and healthful development of the city.	
4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	**Complies**
As stated previously, the area surrounding the subject site is largely undeveloped but is planned for a residential neighborhood. The Public Facility zoning district is intended to be compatible with both residential and non-residential zoning districts. The uses allowed within the PF zoning district can be more intense that what is typically constructed around residential homes, but there are certain code standards that mitigate any negative aspects of these uses. Generally, the PF zoning district is compatible with the surrounding area's character and present zoning.	

See next page	
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 does not have any natural features or site constraints that will inhibit the uses allowed within the proposed zoning district. The site has adequate access, and will be served with necessary utilities.	

City of Georgetown, Texas
City Council
June 23, 2026

SUBJECT:
First Reading - 2026-8-SUP - 1205 Walnut Street

SUGGESTED ACTION:
Public Hearing and First Reading of an Ordinance on a request for a Special Use Permit (SUP) for the specific use of Group Day Care in the Residential (RS) zoning district on the property located at 1205 Walnut Street, bearing the legal description of 0.15 Acres, Part of Block No. 1 of the Snyder's Addition to the City of Georgetown (2026-8-SUP) -- Ryan Clark, AICP, Planning Manager

ITEM SUMMARY:
The applicant is seeking to open a Group Day Care Use to allow up to 12 children under the age of 5 to attend the Day Care. The Family Home Day Care Use is allowed by right on the site but requires that 6 of the 12 allowed children must be over the age of 5, so this SUP request is to allow for all 12 allowed children to be under the age of five.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Anish Dsouza, Planning Department

ATTACHMENTS:
2026-8-SUP - Staff Report.pdf
2026-8-SUP Ordinance with Exhibits.pdf
2026-8-SUP Staff Presentation.pdf
Exhibit 1 - Location Map.pdf
Exhibit 2 - Future Land Use Map.pdf
Exhibit 3 - Zoning Map.pdf
Exhibit 4 - Conceptual Plan.pdf
Exhibit 5 - Letter of Intent.pdf
Exhibit 6 - 2026-8-SUP- Approval Criteria Staff Analysis.pdf

Planning Department Staff Report

Report Date: May 26, 2026
Case Number: 2026-8-SUP

AGENDA ITEM DESCRIPTION

Public Hearing and possible action on a request for a Special Use Permit (SUP) for the specific use of Group Day Care in the Residential (RS) zoning district on the property located at 1205 Walnut Street, bearing the legal description of 0.15 Acres, Part of Block No. 1 of the Snyder's Addition to the City of Georgetown (2026-8-SUP). Ryan Clark, AICP, Planning Manager

AGENDA ITEM DETAILS

Project Name:	Alma Spanish Immersion School
Applicant:	Patricia Rojas
Property Owner:	Chance Leigh Custom Homes, LLC
Property Address:	1205 South Walnut Avenue, Georgetown, Texas, within Council District No. 6.
Legal Description:	0.15 Acres, Part of Block No. 1 of the Snyder Addition
Current Zoning:	Residential Single-Family (RS)
Current Use:	Vacant, formerly a single-family home

APPLICANT'S REQUEST

The applicant is seeking to open a Group Day Care Use to allow up to 12 children under the age of five to attend the Day Care. The Family Home Day Care Use is allowed by right on the site but requires that six of the 12 allowed children must be over the age of five, so this SUP request is to allow for all 12 allowed children to be under the age of five.

RECOMMENDATION

Staff <u>recommend approval</u> of the request with the following condition:
The Group Day Care shall operate with a staggered drop-off and pick-up schedule that requires no more than three kids to be dropped off or picked up within the same 10-minute time frame.

PROPERTY CONTEXT

The subject property is in the Old Town Overlay District and is directly south of Gus's Drug Store on East University Avenue. To its South and East are Single-Family Homes.

STAFF ANALYSIS

Staff reviewed the requested Special Use and found that it complied with all four of the Special Use Permit approval criteria and four of the five of the criteria for a Zoning Map Amendment, as detailed in Exhibit 6. The final rezoning approval criteria regarding suitability of the site was graded as partially complies due to the lack of parking on site required for the Group Day Care Use, which is seeking remediation through 2026-5-VAR. Overall, staff finds that the subject property is an appropriate spot for a transitional non-residential use such as Group Day Care and that the use will not have any negative effects on the area.

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 Variance request (39 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (Sunday, May 17, 2026) 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 – Conceptual Plan
Exhibit 5 – Letter of Intent
Exhibit 6 – Criteria Analysis

SUBMITTED BY

Ryan Clark, AICP, Planning Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, GRANTING A SPECIAL USE PERMIT FOR THE SPECIFIC USES OF A GROUP DAY CARE USE WITHIN THE RESIDENTIAL SINGLE-FAMILY (RS) ZONING DISTRICT, FOR THE PROPERTY LOCATED AT 1205 WALNUT STREET, BEARING THE LEGAL DESCRIPTION OF 0.15 ACRES, PART OF BLOCK NO. 1 OF THE SNYDER'S ADDTION; 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 allowing a special use of the following described real property ("the Property"):

0.15 Acres, Part of Block No. 1 of the Snyder's Addition, generally located at address/general location, as recorded in Document Number 2019021815 of the Official Public Records of Williamson County, Texas, hereinafter referred to as "the Property"; and

WHEREAS, the Planning and Zoning Commission, at a meeting on June 2, 2026, held the required public hearing and submitted a recommendation of approval to the City Council for the requested rezoning of 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 City Council, at a meeting on June 23, 2026 held an additional public hearing prior to taking action on the requested special use of the Property.

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 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. 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 4. The Zoning District for the Property shall remain Residential Single-Family (RS) and the Ordinance allowing for the special use of a Group Day Care on the property is hereby adopted, in accordance with the attached ***Exhibit A*** (Conceptual Site Plan).

Section 5. All ordinances or resolutions that conflict with the provisions of this ordinance are hereby repealed, and all other ordinances or resolutions of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 6. If any provision of this ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 7. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect immediately in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the _____of _____, 2026.

PASSED AND APPROVED on Second Reading on the _____ of _____, 2026.

CITY OF GEORGETOWN, TEXAS

_____

Josh Schroeder, Mayor

ATTEST:

_____

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

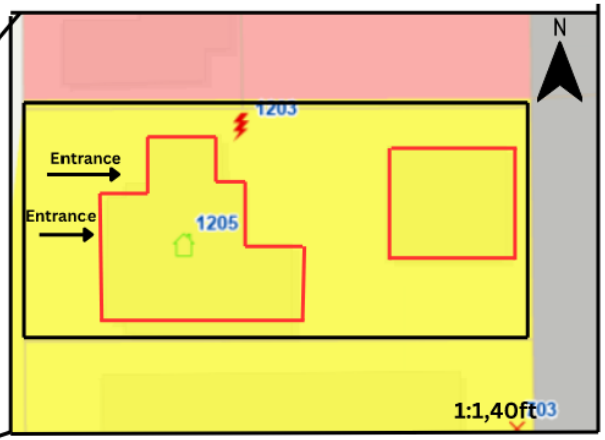
_____

Skye Masson, City Attorney

EXHIBIT A

Conceptual Site Plan – Special Use Permit Request

Address: 1205 Walnut St, Georgetown, TX 78626
Parcel ID: R594444
Subdivision: S12238 – Snyder Add (Blk 1 Pt Replat)
Block 1, Lot 1
Acreage: 0.153 Acres (Frontage: ~55; Depth: ~ 120)
Zoning District: Residential Single-Family



Variance request: Home Daycare

Request to allow operation of a licensed home daycare with capacity for up to 12 children ages 0–5, in compliance with Texas Health and Human Services childcare regulations and staff to child ratios.

Notes:

- Property located within an existing residential neighborhood.
- Existing structure is a single family residence.
- No structural exterior expansion is proposed.
- Drop off and pick up times will be staggered to minimize traffic impact.
- Private driveway will be used for vehicle access rather than street parking.
- Operator will Supervise all Drop-off and Pick-up transitions to ensure safe and orderly traffic flow

Alma Spanish immersion School (1205 Walnut Street) 2026-8-SUP

June 23, 2026 | City Council

GEORGETOWN TEXAS

Item Under Consideration

2026-8-SUP

- Public Hearing and First Reading of an Ordinance on a request for a Special Use Permit (SUP) for the specific use of Group Day Care in the Residential (RS) zoning district on the property located at 1205 Walnut Street, bearing the legal description of 0.15 Acres, Part of Block No. 1 of the Snyder's Addition to the City of Georgetown (2026-8-SUP). Ryan Clark, AICP, Planning Manager

GEORGETOWN
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Aerial

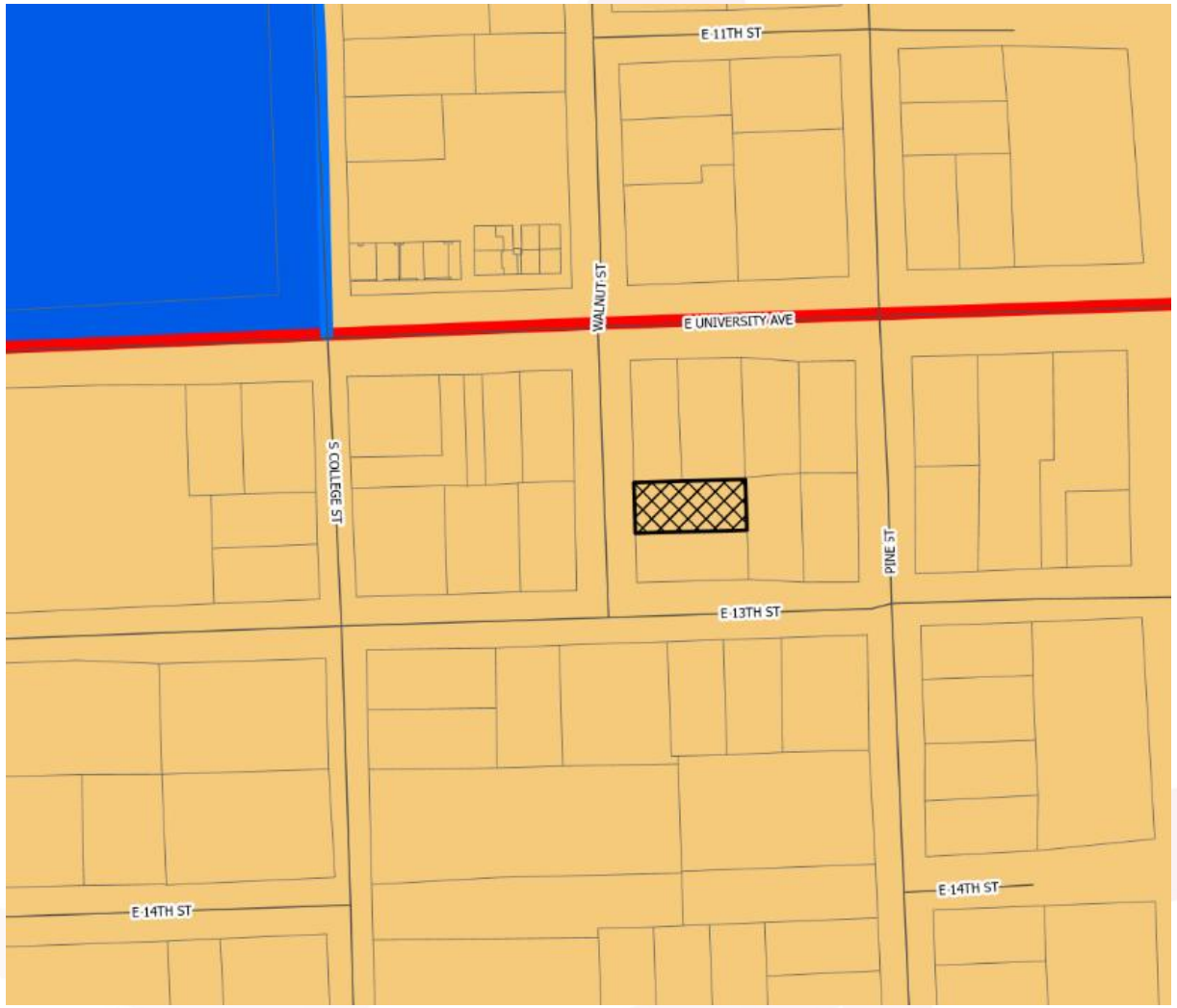
2026-8-SUP

Site

N

0 100 200 Feet

RS
RS
RS
RS
RS
RS
C-1
C-1
RS
E 11TH ST
WALNUT ST
E UNIVERSITY AVE
CN
C-1
C-1
OF
RS
RS
RS
OF
RS
S COLLEGE ST
PINE ST
E 13TH ST
RS
RS
MF-2
RS
E 14TH ST
E 14TH ST
RS
RS

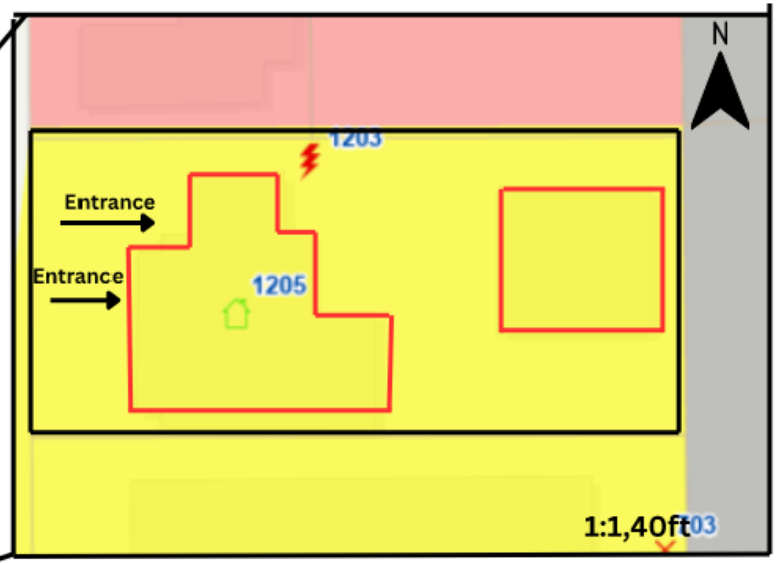

E 11TH ST
WALNUT ST
E UNIVERSITY AVE
S COLLEGE ST
PINE ST
E 13TH ST
E 14TH ST
E 14TH ST

Summary of Request

- Applicant is seeking a Special Use Permit for the “Group Day Care Use”
- While allowing for the same # of children as the Family Day Care Use (Allowed by right in RS zoning), it requires four additional parking spaces and three queuing spaces

Conceptual Site Plan – Special Use Permit Request

Address: 1205 Walnut St, Georgetown, TX 78626
Parcel ID: R594444
Subdivision: S12238 – Snyder Add (Blk 1 Pt Replat)
Block 1, Lot 1
Acreage: 0.153 Acres (Frontage: ~55; Depth: ~ 120)
Zoning District: Residential Single-Family



Variance request: Home Daycare

Request to allow operation of a licensed home daycare with capacity for up to 12 children ages 0–5, in compliance with Texas Health and Human Services childcare regulations and staff to child ratios.

Notes:

- Property located within an existing residential neighborhood.
- Existing structure is a single family residence.
- No structural exterior expansion is proposed.
- Drop off and pick up times will be staggered to minimize traffic impact.
- Private driveway will be used for vehicle access rather than street parking.
- Operator will Supervise all Drop-off and Pick-up transitions to ensure safe and orderly traffic flow

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.

Applicable UDC Sections

- UDC Section 16.02 – Definitions
  - Defines Family Home Day Care as "care and supervision for six or fewer children under the age of 14, plus no more than six additional elementary school-age children (age five to thirteen)… no more than 12 at any time."
  - Defines Group Day Care as "care and supervision for seven to twelve children under 14 years of age at any given time"
- UDC Section 5.03.010 – Civic Uses Allowed by District

Approval Criteria – UDC Section 3.07.030

Criteria for SUP	Complies	Partially Complies	Does Not Comply
The proposed special use is not detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants.	X		
The proposed use does not negatively impact existing uses in the area and in the City through the creation of noise, glare, fumes, dust, smoke, vibration, fire hazard or other injurious or noxious impact.	X		
The proposed use does not negatively impact existing uses in the area and in the City through impacts on public infrastructure such as roads, parking facilities, and water and sewer systems, and on public services such as police and fire protection and solid waste collection and the ability of existing infrastructure and services to adequately provide services.	X		
The proposed conceptual site layout, circulation plan, and design are harmonious with the character of the surrounding area.	X		

Approval Criteria – UDC Section 3.06.030

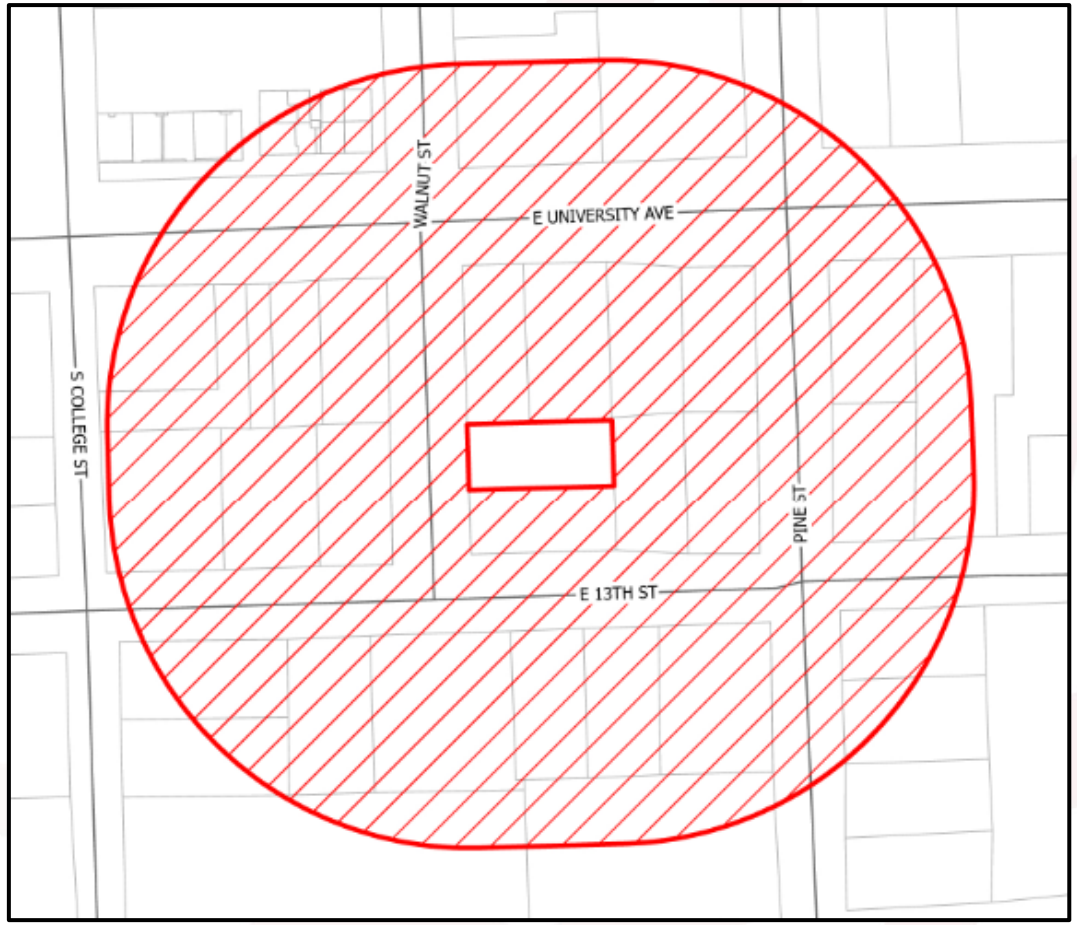
Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;	X		
The zoning change is consistent with the Comprehensive Plan;	X		
The zoning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

Approval Criteria – UDC Section 3.06.030

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

Public Notifications

- 39 property owners within the 300' buffer
- Notice in Sun News on May 17, 2026
- Signs posted on the property
- To date, staff has received:
  - 0 written comments IN FAVOR
  - 0 written comments OPPOSED



Planning and Zoning Commission

- The Planning and Zoning Commission voted to recommend approval (6-0).

Summary

- Public Hearing and First Reading of an Ordinance on a request for a Special Use Permit (SUP) for the specific use of Group Day Care in the Residential (RS) zoning district on the property located at 1205 Walnut Street, bearing the legal description of 0.15 Acres, Part of Block No. 1 of the Snyder's Addition to the City of Georgetown (2026-8-SUP). Ryan Clark, AICP, Planning Manager

First Reading of an Ordinance

- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, GRANTING A SPECIAL USE PERMIT FOR THE SPECIFIC USES OF A GROUP DAY CARE USE WITHIN THE RESIDENTIAL SINGLE-FAMILY (RS) ZONING DISTRICT, FOR THE PROPERTY LOCATED AT 1205 WALNUT STREET, BEARING THE LEGAL DESCRIPTION OF 0.15 ACRES, PART OF BLOCK NO. 1 OF THE SNYDER'S ADDTION; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

GEORGETOWN
TEXAS
more than welcome

Location

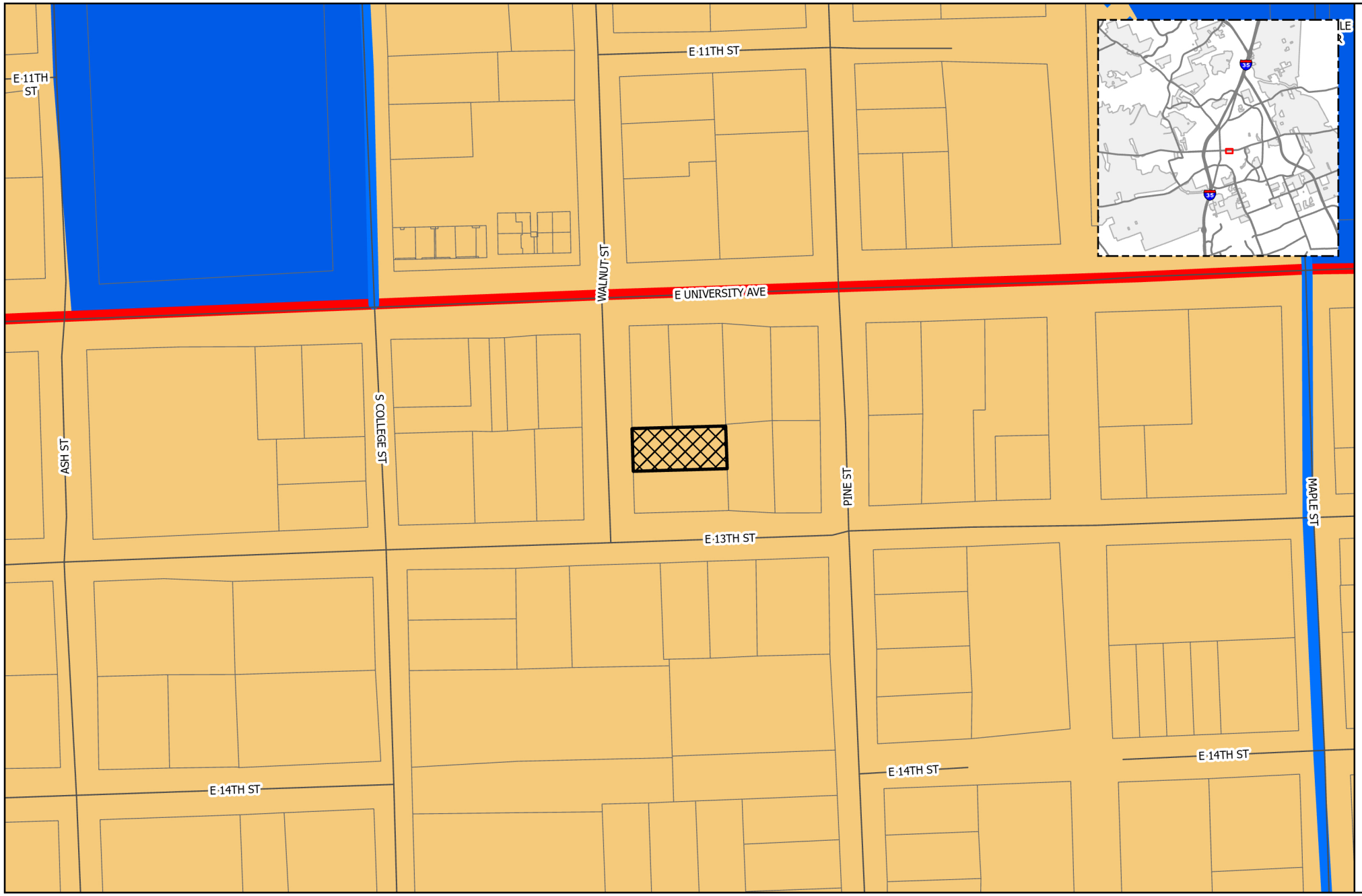
2026-8-SUP

Exhibit #1

Site
Parcels

N

0 100 200 Feet



GEORGETOWN
TEXAS
more than welcome

Future Land Use/ Future Mobility Plan

2026-8-SUP

Exhibit #2

- Site
- Parcels

Future Land Use

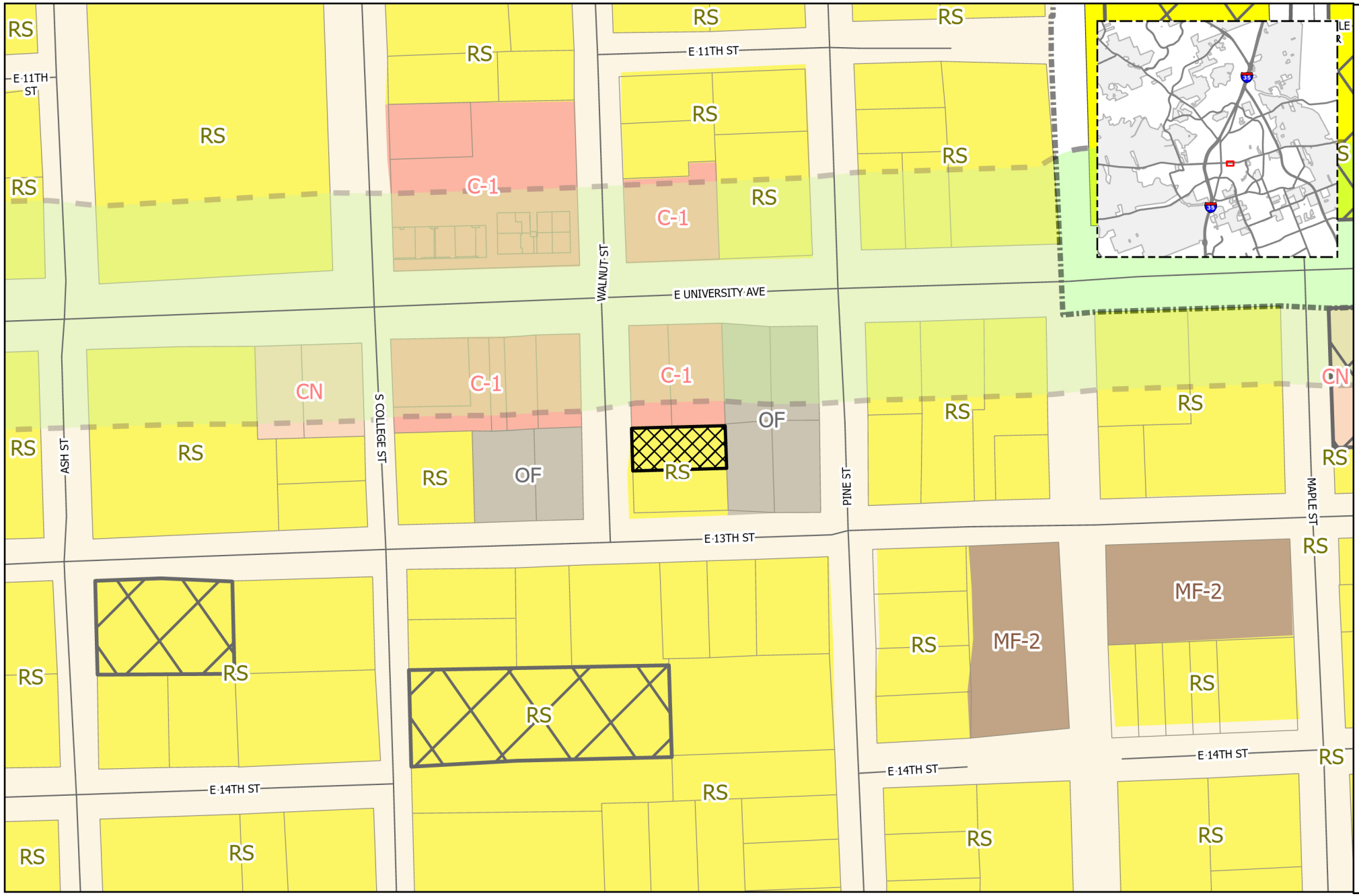
- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

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

N



GEORGETOWN
TEXAS
more than welcome

Zoning

2026-8-SUP

Exhibit #3

- Site
- PUD
- Courthouse View Overlay
- Old Town Overlay
- Historic Overlay
- Downtown Overlay
- SPO Overlay
- Gateway Overlay
- Parcels

Zoning

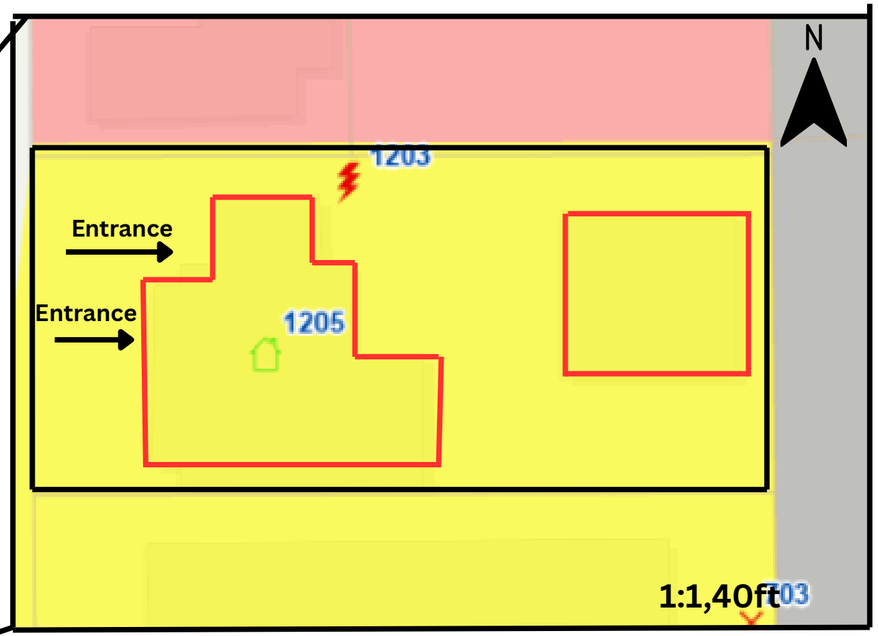
- AG -Agriculture
- BP - Business Park
- C-1 - Local Commercial
- C-3 - General Commercial
- CN - Neighborhood Commercial
- IN - Industrial
- MF-1 - Low-Density Multi-family
- MF-2 - High-Density Multi-family
- MH - Manufactured Housing
- MU-DT - Mixed-Use Downtown
- OF - Office
- PF - Public Facility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

0 100 200 Feet

N

Conceptual Site Plan – Special Use Permit Request

Address: 1205 Walnut St, Georgetown, TX 78626
Parcel ID: R594444
Subdivision: S12238 – Snyder Add (Blk 1 Pt Replat)
Block 1, Lot 1
Acreage: 0.153 Acres (Frontage: ~55; Depth: ~ 120)
Zoning District: Residential Single-Family



Variance request: Home Daycare

Request to allow operation of a licensed home daycare with capacity for up to 12 children ages 0–5, in compliance with Texas Health and Human Services childcare regulations and staff to child ratios.

Notes:

- Property located within an existing residential neighborhood.
- Existing structure is a single family residence.
- No structural exterior expansion is proposed.
- Drop off and pick up times will be staggered to minimize traffic impact.
- Private driveway will be used for vehicle access rather than street parking.
- Operator will Supervise all Drop-off and Pick-up transitions to ensure safe and orderly traffic flow

Letter of Intent – Special Use Permit Request

Date: March 3, 2026
City of Georgetown Planning Department
Re: Special Use Permit Request – Family Home Day Care
Property Address: 1205 Walnut St, Georgetown, Texas

To the Planning Department:

My name is Patricia D. Rojas, and I am the owner and operator of a registered home child care program located at the address listed above. I respectfully submit this Letter of Intent requesting approval of a Special Use Permit to allow the operation of a Family Home Day Care serving up to twelve children between the ages of 0–5 years old.

The current zoning interpretation allows a Family Home Day Care to serve six children under the age of fourteen and up to six additional children of elementary school age. This request seeks to modify the age distribution of children served so that the program may serve up to twelve children ages 0–5 instead of limiting the additional six children to school-age only.

Business Operation

The program operates Monday through Friday from 7:30 AM to 5:30 PM and will serve up to twelve children ages 0–5. The program will be operated by the owner as the primary caregiver.
If additional staffing is required to maintain Texas Health and Human Services child care ratios, one assistant may be employed. Any assistant would reside within the home in accordance with the City requirements for family home child care operations, ensuring the use remains residential in nature and consistent with the surrounding neighborhood.
The program follows all Texas Health and Human Services regulations including safety standards, supervision ratios, and operational guidelines for registered home child care providers.

Extraordinary Conditions

The property is a single-family residential home that has already been evaluated and approved by the State of Texas Health and Human Services for home child care operations. The configuration of the home, yard space, and safety measures are appropriate for early childhood care.
Limiting the program to school-age children for the additional capacity restricts the reasonable use of the property for the type of child care most needed by families in the community, which is care for children under school age.

No Substantial Detriment

Granting this request will not negatively affect the public health, safety, or welfare of the surrounding neighborhood. The program operates on a small residential scale and follows all state child care safety requirements and operational standards.
To minimize any potential impact on the neighborhood, staggered drop-off and pick-up schedules will be implemented so that multiple vehicles do not arrive at the same time. The owner will personally supervise the arrival and departure of families to ensure safe and orderly transitions.
The property also includes a spacious private driveway belonging entirely to the residence, allowing parents to safely enter and exit the property without creating congestion on the street.

Consistency with the Georgetown 2030 Comprehensive Plan

This request is consistent with the goals outlined in the City of Georgetown 2030 Comprehensive Plan which emphasizes complete neighborhoods, balanced residential uses, and intentional infrastructure that supports community needs.
Home based child care programs contribute directly to the plan priorities by supporting complete neighborhoods where families have convenient access to essential services close to home.
The proposal also aligns with the plan emphasis on housing diversity and balanced residential uses ensuring that neighborhoods can support residents at different stages of life including families with young children.

Utilization

Without the requested Special Use Permit the use of the property as a home child care program would be unnecessarily restricted as most demand for child care services in the area is for children under school age.
This request does not increase the overall number of children allowed for a Family Home Day Care but simply adjusts the age distribution to better meet the needs of local families.

Thank you for your consideration of this request.

Sincerely,

Patricia D. Rojas
Owner / Operator
Phone: 346-743-0473
Email: patrimaestri937@gmail.com

Report Date: May 26, 2026
Case Number: 2026-8-SUP

UDC Section 3.07.030 – Approval Criteria for Special Use Permits

Special Use Permits allow for 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 this Code. Special Use Permits may be issued only for uses that are generally compatible with other uses permitted in a zoning district, but that require individual review of their location, design, intensity, etc. These uses may be in districts as indicated with conditions described in a Special Use Permit recommended by the Planning and Zoning Commission and approved by the City Council.

In addition to the criteria for zoning changes in Section 3.06.030, the City Council may approve an application for a Special Use Permit where it reasonably determines that there will be no significant negative impact upon residents of surrounding property or upon the public.

Staff Reviewed the request against the approval criteria for Special Use Permits found in UDC Section 3.07.030 and found that it complied with all four of the criteria as detailed below.

1. The proposed special use is not detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants.	**Complies**
The proposed special use will not be detrimental to the health, welfare, or safety of the area. The Day Care use will be an effective transitional use between the retail along East University Avenue and the residential neighborhood to the south.	
2. The proposed conceptual site layout, circulation plan, and design are harmonious with the character of the surrounding area.	**Complies**
The proposed use will not modify the existing single-family home per the provided conceptual plan. The applicant is requesting the SUP to allow for the already allowed Family Day Care Use to be classified as a Group Day Care Use, which would allow six of the 12 allowed children to be under the age of five. *Continued on next page->*	

3. The proposed use does not negatively impact existing uses in the area and in the City through impacts on public infrastructure such as roads, parking facilities, and water and sewer systems, and on public services such as police and fire protection and solid waste collection and the ability of existing infrastructure and services to adequately provide services.	**Complies**
The proposed use does not negatively impact existing uses in the area. There will not be any modifications to the building or a substantial increase in traffic compared to the Family Day Care Use. There are sufficient public services for the property. There is sufficient public street parking on Walnut Street for the 12 or less parents or guardians who will be picking up or dropping off their children throughout the day.	
4. The proposed use does not negatively impact existing uses in the area and in the City through the creation of noise, glare, fumes, dust, smoke, vibration, fire hazard or other injurious or noxious impact.	**Complies**
The proposed use is not anticipated to negatively impact existing uses in the area and in the City in terms injurious or noxious impacts. This specific use does not produce excess noise, glare, fumes, dust, smoke vibration or fire hazard.	

Additionally, staff reviewed the request against the approval criteria for a Zoning Map Amendment found in UDC Section 3.06.030 and found that it complied with four and partially complied with one of the five approval criteria as detailed below.

A. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;	**Complies**
This application was reviewed by staff and deemed to be complete.	
B. The zoning change is consistent with the Comprehensive Plan.	**Complies**
Land Use Policy LU.1 seeks a development pattern that reflects a gradual transition in intensity of uses. The proposed Group Day Care Use will be an effective step down in intensity of uses between the retail to the north and the single-family to the south. The proposed use is not proposing any modifications to the single-family home on the site and so its built form will be aligned with the Mixed-Density Neighborhood Future Land Use which recommends a character complimentary to single-family neighborhoods in addition to allowing for transitional non-residential uses. *Continued on next page ->*	

C. 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 special use will not alter the zoning map but will promote the general welfare of the City by allowing for a transitional non-residential use that provides childcare services to the surrounding neighborhood.	
D. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	**Complies**
The proposed Group Day Care use is compatible with the character of the neighborhood and adjacent retail and single-family uses.	
E. The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.	**Partially Complies**
The proposed use requires a variance to the parking and vehicle stacking requirements of the Group Day Care Use as it only has two parking spaces on site, but the presence of on-street public parking on Walnut Street is anticipated to be sufficient for parents dropping off and picking up children from the use.	