Notice of Meeting of the City Council of the City of Georgetown, Texas July 14, 2026

The Georgetown City Council will meet on July 14, 2026 at 2:00 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 Employee Recognition - Years of Service - June 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

1.B Patience Ranch MUD Request
Presentation, discussion and possible recommendations regarding the creation of a Municipal Utility District (MUD) in the City of Georgetown extraterritorial jurisdiction for the proposed Patience Ranch Development -- Nick Woolery, Assistant City Manager

1.C Energy Resource Plan
Presentation and discussion regarding a proposed process to develop an Energy Resource Plan -- Daniel Bethapudi, General Manager Electric Utility, and Shams Sidiqqi, Crescent Power

1.D Electric Rate Ordinance Updates
Presentation and discussion regarding proposed updates to the Electric Rate Ordinance (Chapter 13.04) -- Daniel Bethapudi, Electric Utility General Manager

1.E Line Extension Policy Updates
Presentation, discussion, and possible direction regarding proposed Electric Line Extension Policy updates -- Daniel Bethapudi, General Manager of Electric Utilities

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 07.14.2026

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
- Reagor TLAP: SOAH Docket No. 582-26-14285 TCEQ Docket No. 2025-1668-MWD

Sec.551.072: Deliberations about Real Property

- 8th and Forrest
- Deliberations regarding the purchase and value of two parcels of real property situated in Williamson County, Texas, such parcels being locally known as 5601 Williams Drive, Georgetown, Texas 78633; and 5631 Williams Drive, Georgetown, Texas 78633.
- Deliberations regarding the purchase and value of certain real property situated in Williamson County, Texas, such real property being locally known as 2200 Church Street, Georgetown, Texas 78626.
- Deliberations regarding the purchase and value of certain real property situated in Williamson County, Texas, such real property being identified by the Williamson County Central Appraisal District as Parcel Number R040501.

Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Risk Management Policy Update
- Purchase Power Update

Sec. 551.087: Deliberation Regarding Economic Development Negotiations

- Wolf Lakes Village TIRZ
- Project Vista Prism

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

3.A Call to Order 07.14.2026

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@georgetown.org.

4.A Public Wishing to Address 07.14.2026
- At the time of posting no one had 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 06.23.26
Consideration and possible action to approve the minutes of the regular City Council meeting held on June 23, 2026 -- Robyn Densmore, City Secretary

5.B Resolution - ETJ Disannexation - Jason Fuller - 1.995 Acres
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 1.995 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R040624 and owned by Jason Fuller -- Michael Charles, Real Estate Services Coordinator

5.C Resolution - ETJ Disannexation - Robert Ischy - 36.446 Acres
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 36.446 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R665597 and owned by Robert Ischy -- Michael Charles, Real Estate Services Coordinator

5.D Purchase of Property for Future Tank and Pump Station Site
Consideration and possible action to approve the purchase of a 4.5 acre tract of land located near the intersection of CR 110 and CR 107 using American Rescue Plan Act of 2021 ("ARPA") funds, which tract of land will be jointly owned by the City of Georgetown and the City of Round Rock and will be used for a future tank and pump station site, and to authorize the City Manager to execute all necessary documents to acquire the tract of land, including a deed in the form substantially similar to the deed attached hereto -- Andrew Culpepper, Assistant City Attorney - Real Estate Services

5.E Language Change Request for Water Line Easement for Berry Creek Development
Consideration and possible action to approve the form of the water line easement to be conveyed to the City in connection with the Berry Creek development and to authorize the City Manager to execute the water line easement in the form substantially similar to the document attached hereto -- Andrew Culpepper, Assistant City Attorney - Real Estate Services

5.F Amend the Special District Fee Schedule in the Unified Development Code

(UDC) Development Manual
Consideration and possible action to authorize execution of an amendment to the Special District Fee Schedule in the Unified Development Code (UDC) Development Manual -- Angela McBride, Special Districts Coordinator

5.G National Endowment for the Arts Grant Application
Consideration and possible action to approve a grant application to the National Endowment for the Arts for a Grants for Arts Project 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, Downtown and Tourism Director, and Amanda Still, Arts and Culture Program Manager.

5.H Resolution -- Line Extension Policy Updates
Consideration and possible action to approve proposed Electric Line Extension Policy updates -- Daniel Bethapudi, General Manager of Electric Utilities

5.I Resolution - Energy Risk Management Policies
Consideration and possible action to approve a Resolution amending the Energy Risk Management Policy and accompanying sub-policies -- Daniel Bethapudi, General Manager of Electric Utility

5.J BRA Contract Revenue Bonds, Series 2026
Consideration and possible action to approve the BRA Contract Revenue Bonds, Series 2026 -- Chelsea Solomon, PE, Water Utilities Director

5.K Purchase and Installation of Pedestrian Crossing Beacons in and around San Gabriel Park
Consideration and possible action to approve Buyboard contract 803-26 with Consolidated Traffic Controls, INC. of Arlington, TX in the amount of $276,380.00 for pedestrian crossing beacons at regional trail road crossings -- Eric Nuner, Interim Parks and Recreation Director

5.L Valley View Contract Renewal for Investment Advisory Services
Consideration and possible action to approve a contract with Valley View Consulting LLC for Investment Advisory Services for an annual amount not to exceed $40,000.00 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 $200,000.00 -- Leigh Wallace, Chief Financial Officer

5.M Purchase an Underground Cable Puller
Consideration and possible action to approve the purchase of (1) one Underground Puller Trailer from Global Rental, a subsidiary of Altec Industries, under Sourcewell Contract number 040924-ALT for an amount not to exceed $231,402.00 -- Scott Parker, Fleet Services Manager

5.N Construction Contract Award with Bennett Paving for the 2026 Street Maintenance High Performance Pavement Seal Package #1
Consideration and possible action to award a construction contract to Bennett Paving

for the 2026 Street Maintenance High Performance Pavement Seal Package #1 project in the amount of $470,655.00 -- Wesley Wright, P.E., Systems Engineering Director, and David Herzog, CIP Manager

5.O Construction Contract Award with Cutler Repaving Inc., of Lawrence Kansas for the 2026 Hot-In-Place-Recycling (HIPR) Street Maintenance Project
Consideration and possible action to award a contract to Cutler Repaving for the 2026 Hot-In-Place-Recycling (HIPR) Street Maintenance Project with a combined base bid and an add alternate bid in the amount of $3,309,554.55 –- Wesley Wright, P.E., Systems Engineering Director, and David Herzog, CIP Manager

5.P Construction Contract Award with Andale Construction of Wichita, Kansas for the 2026 Street Maintenance High Performance Pavement Seal Package No. 2 (HA5)
Consideration and possible action to award a contract to Andale Construction of Wichita, Kansas for the 2026 Street Maintenance High Performance Pavement Seal Package No. 2 (HA5) project in the amount of $677,695.50 -- Wesley Wright, P.E., Systems Engineering Director

5.Q AT&T Connectivity Services for City services hosted at the UT Austin Data Center and Microsoft Azure Cloud
Consideration and possible approval of a 3-year contract with AT&T for Connectivity to the University of Texas at Austin and an Express Route connection to our Azure Tenant for $18,206.13 per year for a total of $218,473.56 over 3 years -- Chris Bryce, IT Director, and James Davis, IT Manager-Operations

5.R LCRA Fiber Connectivity for UT Austin Data Center Redundancy
Consideration and possible action to approve a five-year agreement with the Lower Colorado River Authority (LCRA) for 10 Gbps fiber connectivity to support the City's connection to the University of Texas at Austin Data Center, in the amount of $19,200.00 per year, plus a one-time equipment fee of $1,500.00, for a total contract amount of $97,500.00 -- Chris Bryce, Director, Information Technology and James Davis, IT Manager - Operations

5.S IT Hardware Procurement: Network Switches
Consideration and possible action to approve the purchase of replacement network switches from Southern Computer Warehouse for a total of $127,780.92 -- Chris Bryce, IT Director, and James Davis, IT Operations Manager

5.T Monday.com Software Renewal
Consideration and possible action to approve a three-year renewal with monday.com LTD for work tracking and project management software in the amount of $571,536.00, and to authorize the City Manager to negotiate and execute all necessary documents -- Chris Bryce, IT Director, and Greg Berglund, Assistant IT Director

5.U RVI Planning Consulting Agreement
Consideration and possible action to approve Contract #26-0313-CC with RVI Planning & Landscape Architecture for PUD and Special District Application Reviews for an annual amount of $65,000 and to authorize the City Manager to execute renewal of the

agreement for one additional year term under the same terms and conditions for a total 2 year contract not to exceed $130,000.00 -- Edgar Garcia, Planning Director

5.V Second Reading - 2025-8-ANX - 3500 FM 971
Second 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

5.W Second Reading - 2026-8-SUP - 1205 Walnut Street
Second 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

Legislative Regular Agenda

6.A First Reading - Water Rate Increase and Associated Fees

First Reading of an Ordinance amending sections 13.04.120 and 13.04.150 of the Code of Ordinances relating to water service rates and charges and water tap and meter fees -- Chelsea Solomon, PE, Water Utilities Director, and Leigh Wallace, Chief Financial Officer

6.B First Reading - Wastewater Rate Increase
First Reading of an Ordinance amending Section 13.04.140 of the Code of Ordinances related to sewer rates and charges -- Chelsea Solomon, PE, Water Utilities Director, and Leigh Wallace, Chief Financial Officer

6.C First Reading - 2026-5-ANX - 8600 RM 2338
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, 11.59 acres of land out of the Lewis P. Dyches Survey, Abstract No. 171, as the General Commercial (C-3) zoning district, for the property generally located at 8600 RM 2338, Georgetown, Texas (2026-5-ANX) -- Colin Davidson, Senior Planner

6.D First Reading - 2026-1-CPA - FLUM Amendment
Public Hearing and First Reading of an Ordinance for a request to amend the 2030 Comprehensive Plan Future Land Use Map in accordance with Section 1.12.010 and 1.12.060 of the City Code of Ordinances -- Edgar I. Garcia, Director of Planning

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
July 14, 2026

SUBJECT:
Employee Recognition - Years of Service - June 2026

SUGGESTED ACTION:
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

ITEM SUMMARY:
Recognition of the following employees for their dedicated service to the City of Georgetown. Five Years: April Patterson – Parks and Recreation; Molly Ritter - Public Works; Samuel Murguia - Water Services; Ten Years: Malcolm Brown - Code Enforcement; Twenty Years: Anthony Little - Fire

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Jessica Zamora, Human Resources and OD

ATTACHMENTS:
June 2026 Years of Service Celebration.pdf

City of Georgetown
June 2026 Years of Service Celebration

April Patterson
Parks & Recreation

Molly Ritter
Public Works

Samuel Murguia
Water Services

GEORGETOWN
TEXAS

Celebrating 5 Years of Service

Malcolm Brown
Code Enforcement

GEORGETOWN
TEXAS

Celebrating 10 Years of Service

Anthony Little
Fire

Celebrating 20 Years of Service

GEORGETOWN
TEXAS

#LoveWhereYouWork

GEORGETOWN
TEXAS

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
Patience Ranch MUD Request

SUGGESTED ACTION:
Presentation, discussion and possible recommendations regarding the creation of a Municipal Utility District (MUD) in the City of Georgetown extraterritorial jurisdiction for the proposed Patience Ranch Development -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
Joseph W. Straub on behalf of The Joe Straub Management Trust submitted a Declaration of Intent for a proposed project consisting of 363.85 acres in Georgetown's extraterritorial jurisdiction located east of Garey Park, North of Escalera, West of Parkside on the River, and South of the South Fork San Gabriel River. The Patience Ranch development has proposed a Municipal Utility District, and this presentation is intended solely as an initial, preliminary introduction to the project.

FINANCIAL IMPACT:
none at this time

SUBMITTED BY:
Angela McBride, City Manager's Office

ATTACHMENTS:
Council Workshop - Patience Ranch - Potential ETJ MUD Request (7-14-2026).pdf

Patience Ranch ETJ MUD Request

JULY 14, 2026 | CITY COUNCIL WORKSHOP

GEORGETOWN TEXAS

Purpose

1) Introduce a proposed ETJ MUD request to Council by providing context of the area being developed, allowing the developer to present their vision and providing initial high-level feedback on compliance with Council's MUD policy.
2) Gather initial feedback on the land plan and core areas where MUD policy variances are being requested.
3) Gather feedback from Council on questions they'd like staff or the developer to come back with answers at a follow-up workshop.

MUD Policy

Purpose

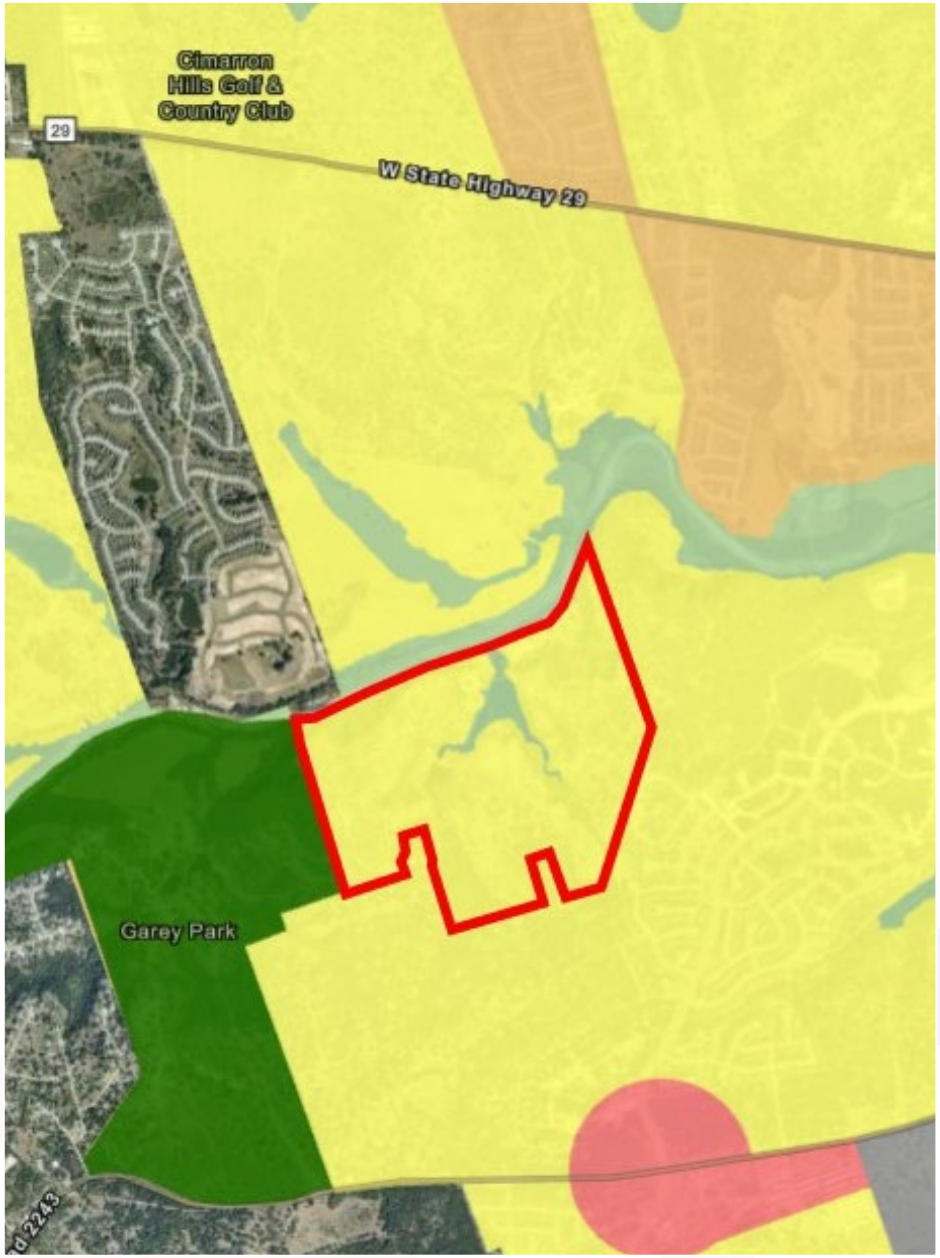
The City of Georgetown finds that the purpose of a Municipal Utility District (MUD) is to assist in closing the financial gap when a development is seeking to exceed minimum City standards, provide a robust program of amenities, and/or where substantial off-site infrastructure improvements are required that would serve the MUD and surrounding properties.

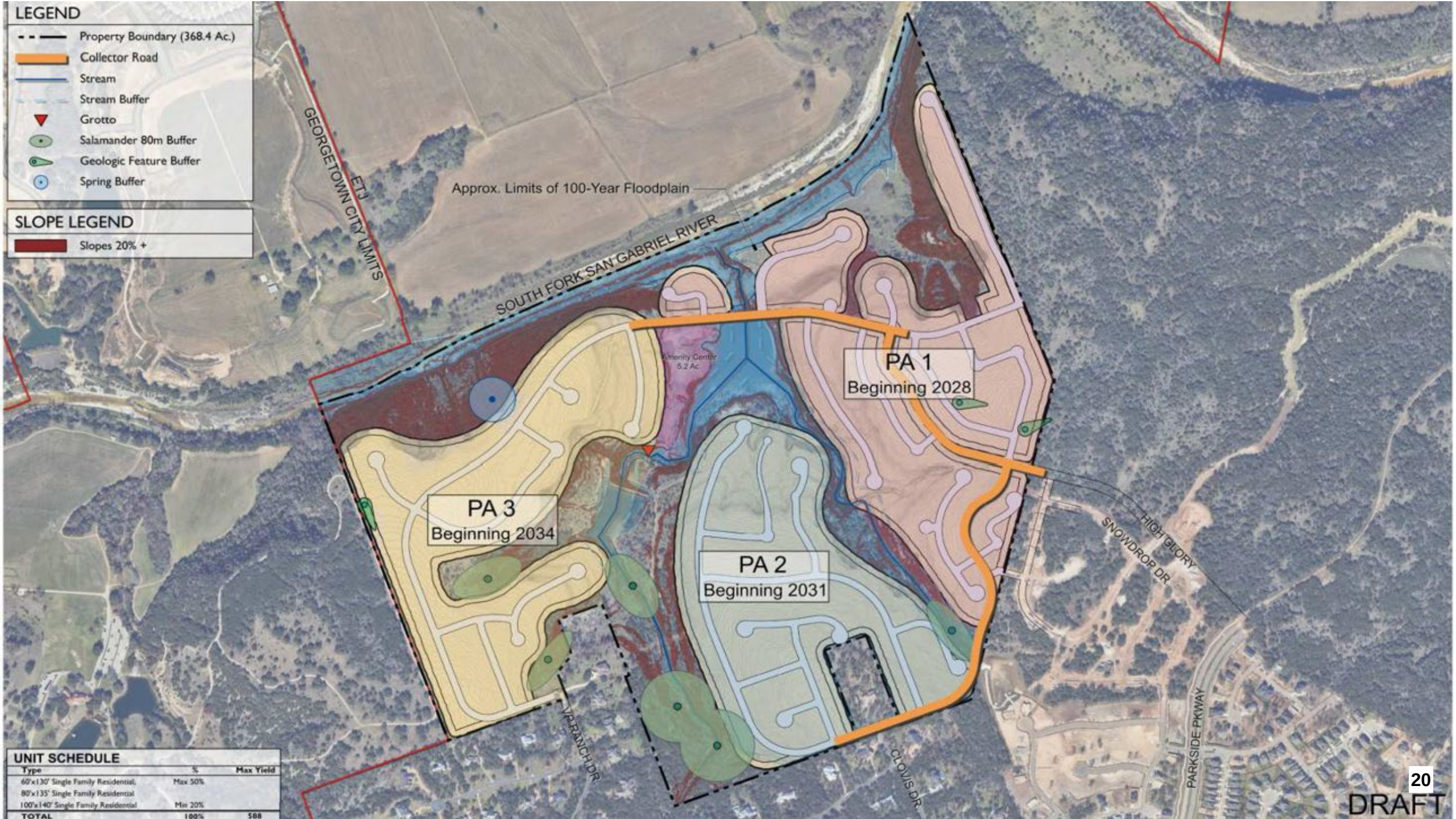
Process for ETJ MUD Development

1) <u>Initial MUD proposal presented to Council</u>
2) Follow-up Council Workshop
3) MUD term sheet finalized based on Council and staff feedback
4) MUD Consent Agreement developed and approved by City Council
   - Since there is no zoning outside of City limits, the agreement lays out a land plan and/or descriptions of what and how much can be developed on the land, and where the development is required to exceed the Unified Development Code (UDC) or where variances to the code are approved.
5) Once approved, the development follows the UDC unless otherwise stated in the agreement

Location / Future Land Use

- 363.85 acres
- Located in the ETJ; east of Garey Park, north of Escalera, west of Parkside on the River and south of the South Fork San Gabriel River
- Future Land Use Plan designation is Neighborhood, which calls for primarily single-family residential




LEGEND
Property Boundary (368.4 Ac.)
Collector Road
Stream
Stream Buffer
Grotto
Salamander 80m Buffer
Geologic Feature Buffer
Spring Buffer
SLOPE LEGEND
Slopes 20% +
GEORGETOWN CITY LIMITS
ETJ
Approx. Limits of 100-Year Floodplain
SOUTH FORK SAN GABRIEL RIVER
Amenity Center
6.2 Ac.
PA 1
Beginning 2028
PA 2
Beginning 2031
PA 3
Beginning 2034
HIGH GLORY
SNOWDROP DR.
PARKSIDE PKWAY
CLOVIS DR.
V-RANCH DR.
UNIT SCHEDULE
Type
%
Max Yield
60'x130' Single Family Residential,
80'x135' Single Family Residential
Max 50%
100'x140' Single Family Residential
Min 20%
TOTAL
100%
508

DRAFT

Compliance with Council MUD Policy

MUD Policy

- Quality Development
- Extraordinary Benefits
- Enhance Public Service and Safety
- City Exclusive Provider
- Fiscally Responsible
- Finance Plan
- Annexation

MUD Policy Compliance

Quality Development / Extraordinary Benefits

- Diversity of lot sizes; ranging from 60 to 80 to 100 ft lot widths
- Executive level housing options
- Masonry requirements on homes
- Agreement will set a maximum % of 60 ft lots and minimum % of 100 ft lots

MUD Policy Compliance
Enhance Public Service and Safety

- Located within ESD 8
- Public Safety to be provided by Williamson County Sheriff's Office
- Land located within Leander Independent School District. Applicant has contacted the school district to determine if additional facilities are needed within the Land.

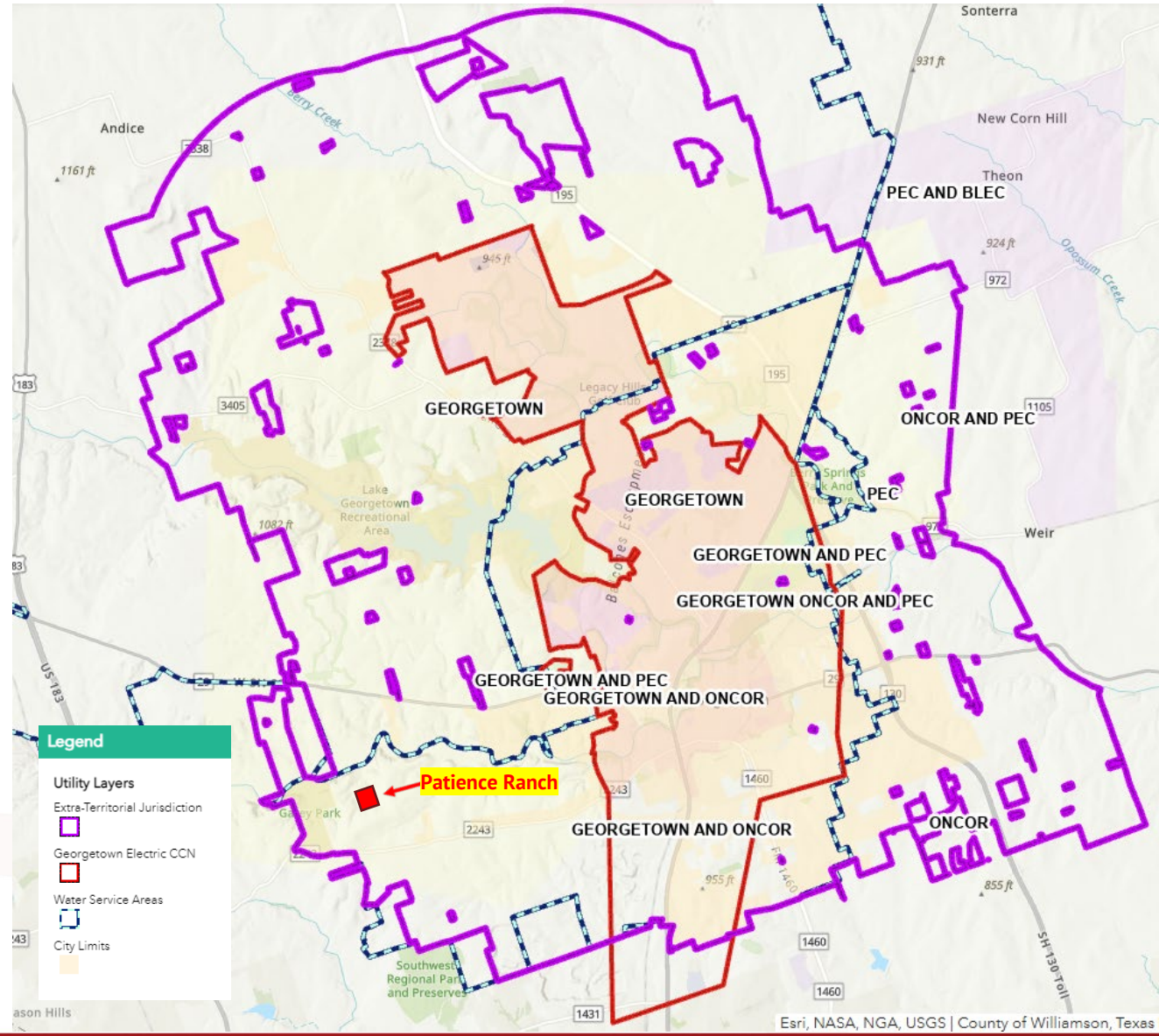
MUD Policy Compliance

City Exclusive Provider

Georgetown provider of:

- **Water**
- **Wastewater**
- **Solid Waste**

PEC service area for electric



MUD Policy Compliance
Fiscally Responsible / Finance Plan

MUD Reimbursement Sought For:
➢ Wastewater infrastructure
➢ Water infrastructure
➢ Drainage Improvements
➢ Street Improvements
➢ Enhanced Parkland Improvements

MUD Policy Requirement	Patience Ranch MUD
Maximum tax rate of $0.95 per $100 AV	$0.95 per $100 AV
Maximum MUD Bond maturity = 25 yrs. after issuance	25 years
Bond Issuance Period (first to last bonds issued) = 10 years	15 years
Impact fees assessed at final plat	Impact fees assessed at final plat
Master Development Fee to contribute to impact on City services	10% Master Development Fee paid at each bond issuance

MUD Policy Compliance
Annexation

- Agreement will specify the terms of future annexation of the land into City limits
- When triggers are met, City will have the sole right to determine whether to annex the land
- Mechanisms will be established to provide the City a way to collect payments from residents for any remaining MUD debt when the land is annexed

PATIENCE RANCH
CITY COUNCIL WORKSHOP

July 14, 2026

Toll Brothers
AMERICA'S LUXURY HOME BUILDER

CAPLAND
DEVELOPMENT

Capland Development

COMMUNITIES

GEORGETOWN

- Oaks at San Gabriel
- Riverview

HUTTO

- The Gateway at Hutto
- Mager Meadows
- Southgate

LEANDER

- Bar W Ranch
- Reagan's Overlook
- Catalina Ranch

AUSTIN

- Villas at Davenport
- Verrado

OTHER

- Parkton Square – Kyle
- Trinity Ranch – Elgin
- Commons at Rowe Lane – Pflugerville
- Vista Oaks – Round Rock
- Whitestone Oaks – Cedar Park

With over 40 years of unwavering honesty and transparency, integrity flows through our veins. We seek partnerships and deals that can start and end on a firm and sincere handshake.

Our dedicated team of professionals has mastered every aspect of development, from site selection to community management. As the leading name in the Greater Austin area, we proudly offer awe-inspiring master-planned communities, luxurious custom estates, vibrant neighborhoods, and thriving commercial and multifamily projects.

CAPLAND DEVELOPMENT

Oaks at San Gabriel

- 400 acres
- 1,000 homes
- 100 acres of open space
- 7 miles of nature trails

CAPLAND DEVELOPMENT

Riverview

- 278 acres
- 600 homes
- 100 acres of open space

CAPLAND DEVELOPMENT

Toll Brothers

COMMUNITIES

LIBERTY HILL

- Santa Rita Ranch

LEANDER

- Travisso
- Wildspring
- Woodland Estates

CEDAR PARK

- Hidden Creeks at Lakewood Park
- Crestline at Brushy Creek

LAGO VISTA

- Lakeside at Tessera

Founded in 1967, Toll Brothers has become one of the nation's premier luxury homebuilders, recognized for delivering thoughtfully planned communities, elevated architectural design, and exceptional craftsmanship. With a reputation built on quality, innovation, and attention to detail, Toll Brothers creates homes and neighborhoods that blend timeless style with modern functionality. From master-planned communities to custom-inspired residences, the company continues to set a high standard for luxury living across the United States.

Toll Brothers
AMERICA'S LUXURY HOME BUILDER®

Santa Rita Ranch

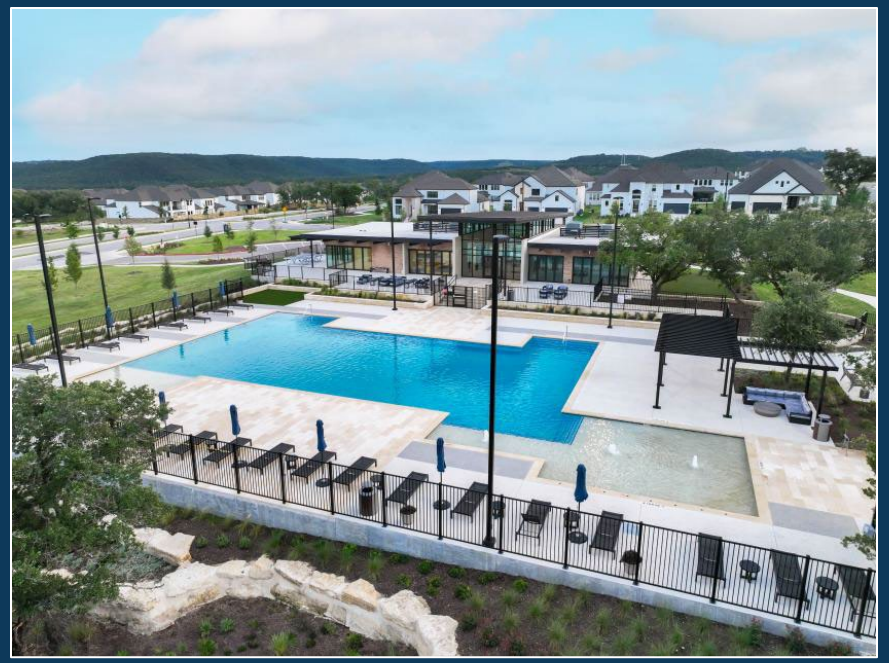
- This amenity-rich, master-planned community features six resort-style pools, splash pads, playgrounds, parks, nature trails, a wellness barn, a full time "Director of Fun", and much more

- Four collections of luxury home designs ranging from 2,238 to over 4,700 square feet

Toll Brothers
AMERICA'S LUXURY HOME BUILDER®

Travisso

- Award-winning amenities including a resort-style pool, state-of-the-art fitness center, fire pit, tennis courts, pickleball courts, and more
- Four home collections with beautiful home designs ranging from 1,900 to over 5,600 square feet



Toll Brothers
AMERICA'S LUXURY HOME BUILDER®

Patience Ranch

Vicinity Exhibit

WEST GEORGETOWN, TEXAS

LEGEND

Subject Property

N

SCALE: 1" = 2,000'

0 1,000 2,000 3,000 4,000

Feet

This exhibit is for general information purposes only and is not a survey.

CAPLAND DEVELOPMENT

Toll Brothers AMERICA'S LUXURY HOME BUILDER

Patience Ranch

Site Summary

- 362 acres
- 535 proposed single-family homes
- +/- 1 mile of South Fork San Gabriel River frontage

The sprawling Hill Country landscape with the proximity to riverine and wetlands makes this site an ideal location for future single-family development.

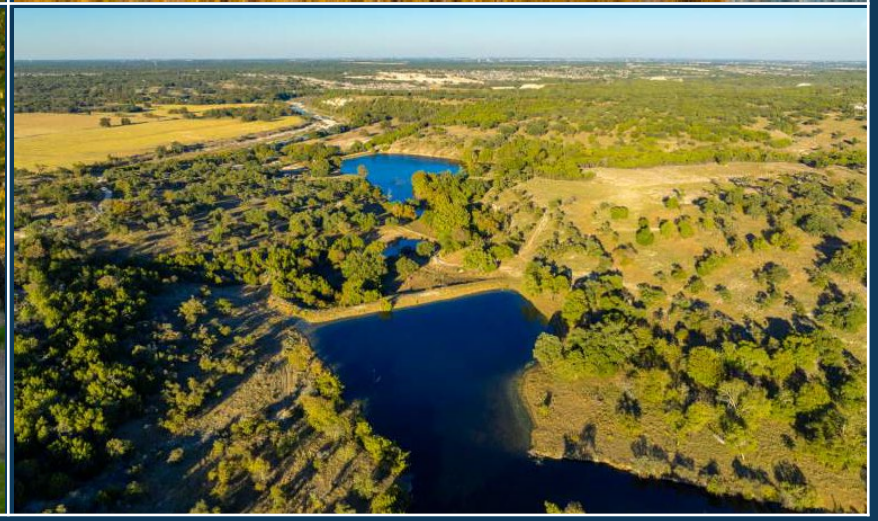
Patience Ranch

Existing Conditions

Patience Ranch is currently used as a private cattle ranch for the owners. Home to abundant wildlife, one mile of frontage on the South Fork of the San Gabriel River, two large spring-fed lakes and sweeping hill country views along high-elevation ridges, the owners are excited to share this rare property with generations of future residents to come.

Patience Ranch

Existing Conditions



Patience Ranch

Future Land Use Map

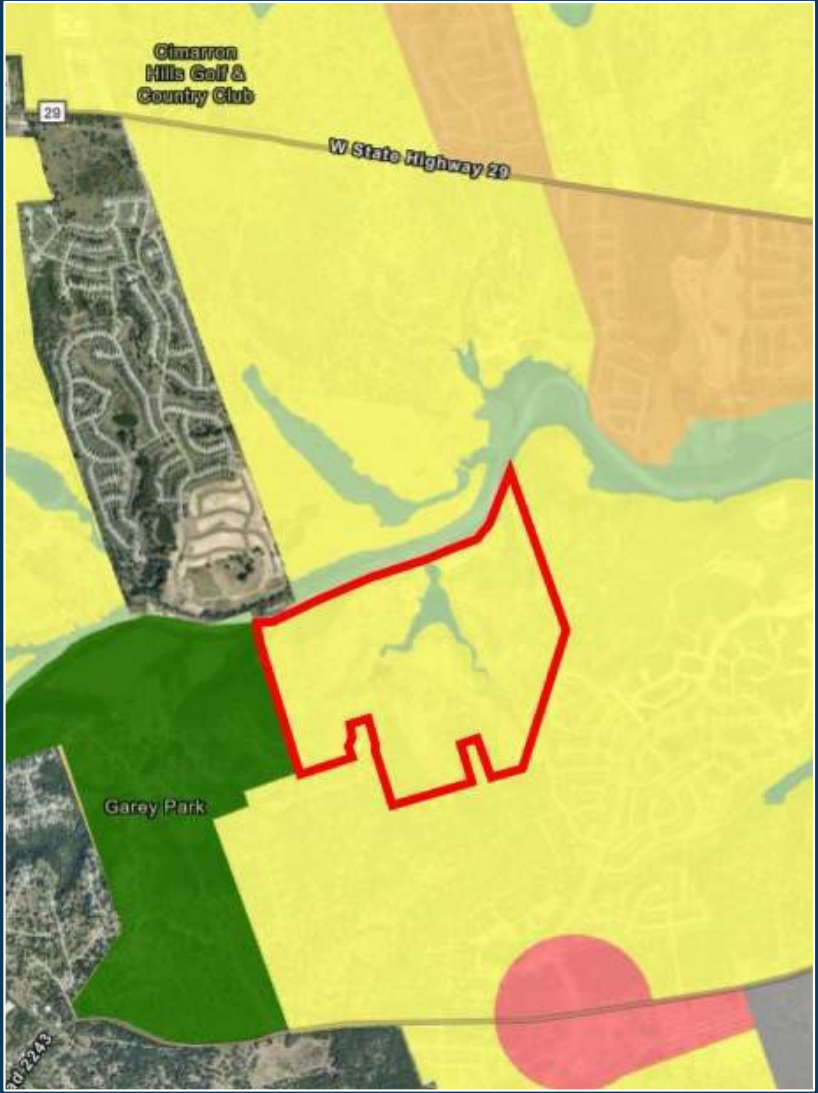
The entirety of the property is contemplated as "Neighborhood" in Georgetown's 2030 Comprehensive Plan Future Land Use Map.

DUA: Less than 5

Target Ratio: 90% residential; 10% nonresidential

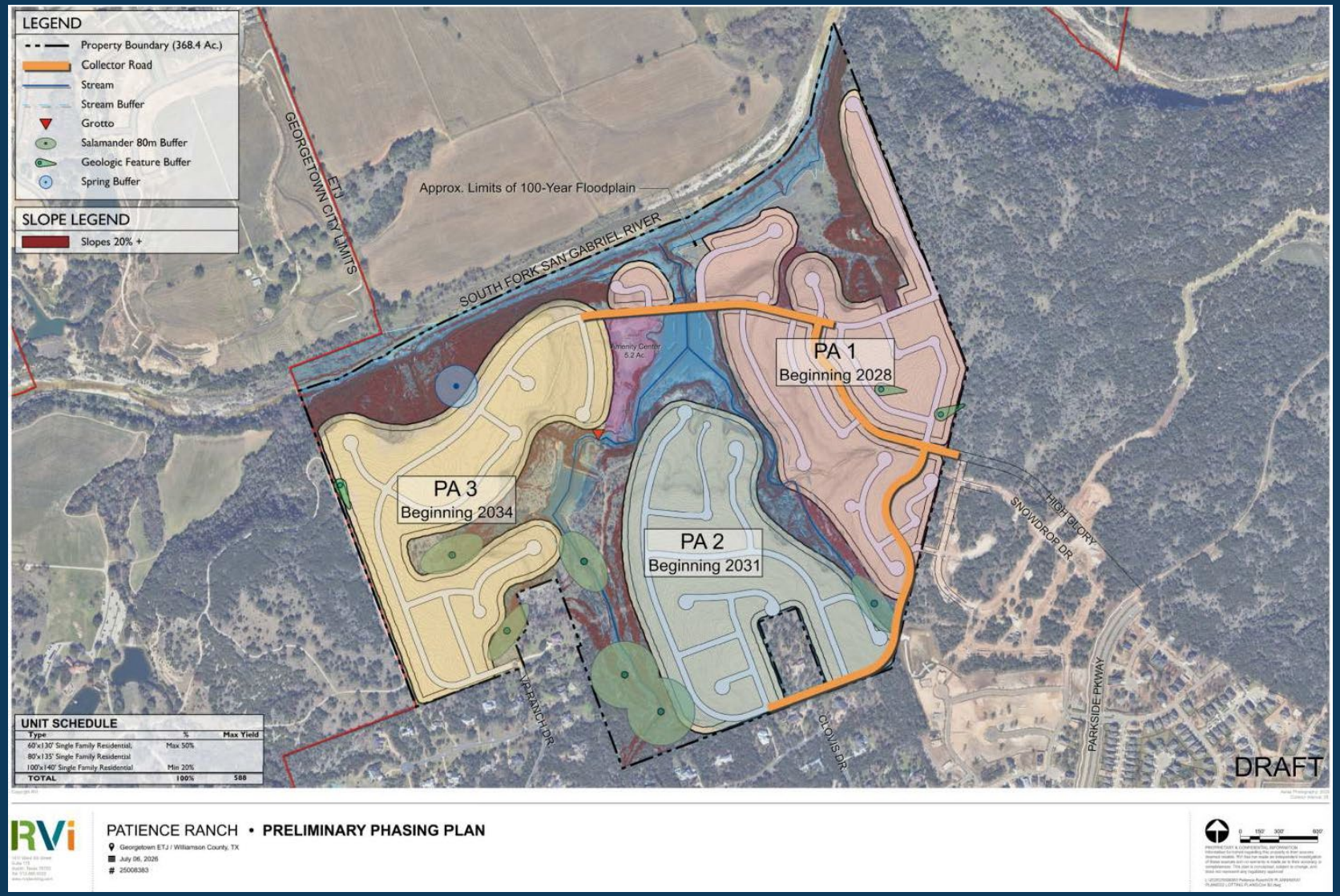
Primary Use: Single-family detached residential

Secondary Use: Limited retail and service uses, civic, institutional, parks and open space



Patience Ranch

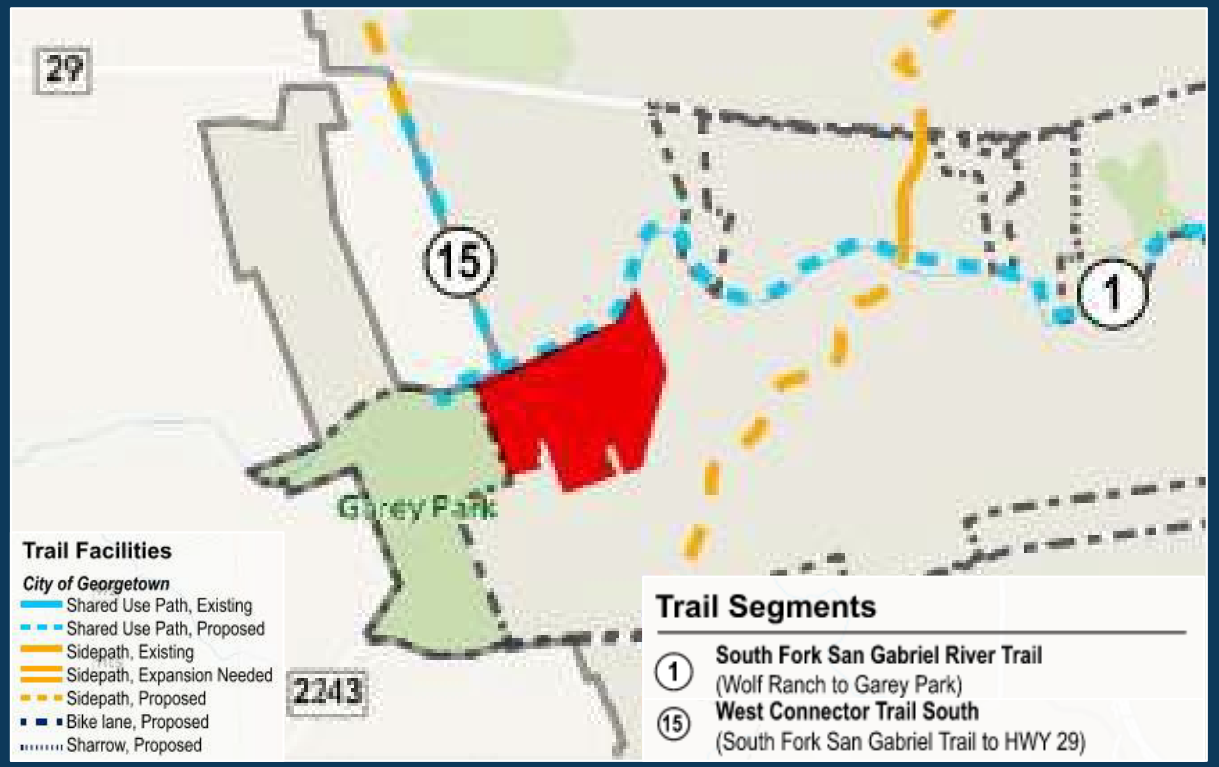
Proposed Conditions – Conceptual Master Plan with Phasing

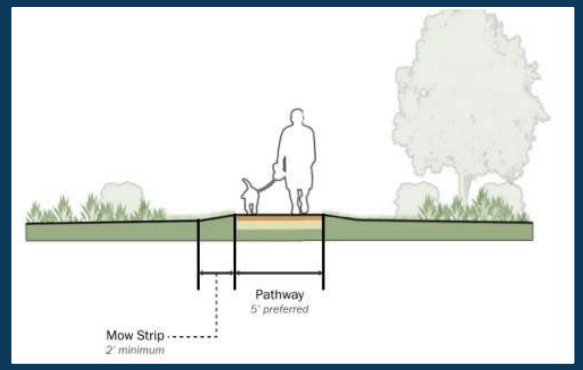


Patience Ranch

2022 Trails Master Plan

The natural and accessible features of this site, including the South Fork San Gabriel River frontage, provide ample opportunities for future parkland dedication and internal trail activation as portrayed in the concept plan.

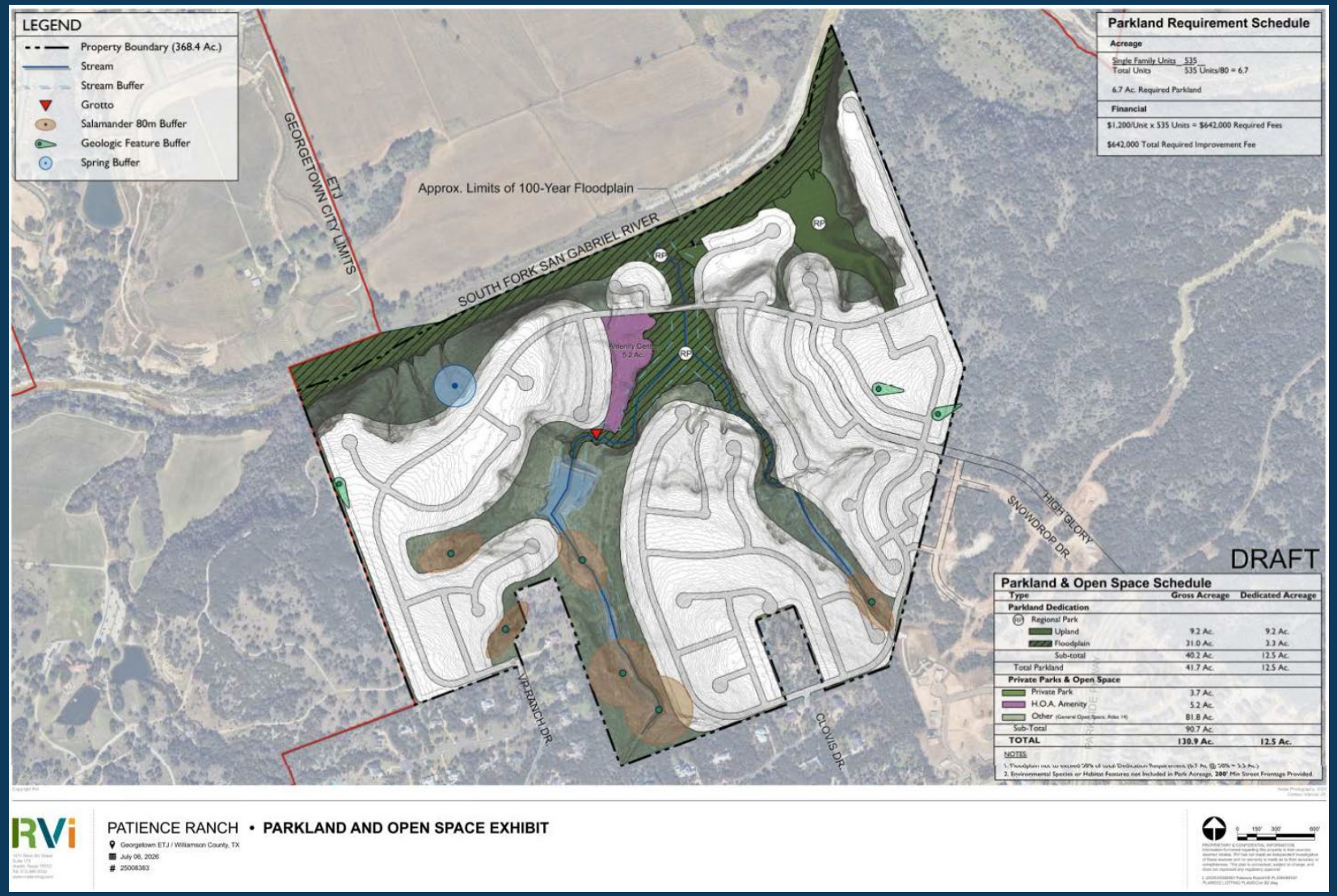




Nature Trails may be constructed of aggregate material that can be compacted, like decomposed granite, but transition to concrete or asphalt when approaching areas of transition or high traffic.

Patience Ranch

Proposed Conditions – Parkland and Open Space Exhibit



Patience Ranch

Architecture

Hill Country

The "Hill Country Elevation" captures the rustic charm of Texas and the southwestern U.S. with its stone and stucco front façade, wrapped in stucco for a cohesive look. A composite roof provides durability and is often complemented by an accenting standing seam metal roofing for added style. This design reflects the traditional architecture of the region, offering a blend of rugged materials and simple elegance.

Toll Brothers
AMERICA'S LUXURY HOME BUILDER®

Patience Ranch

Architecture

Mediterranean

The "Mediterranean Elevation" embraces the essence of southern European architecture with its full stucco exterior and distinct concrete tile roof. It features classic elements like arched door entryways, stucco banding, and decorative corbels and shutters in select areas, evoking the warmth and elegance typical of Mediterranean design.

Toll Brothers
AMERICA'S LUXURY HOME BUILDER®

Patience Ranch

Architecture

Modern Farmhouse

The "Modern Farmhouse Elevation" offers a contemporary twist on the classic American farmhouse. It features vertical board and batten siding often combined with stucco, brick and stone accents, wrapped in stucco for a clean, modern look. A composite roof adds durability and is typically paired with accent standing seam metal details. Some designs include a flat roof with faux cable supports at the main entry, blending rustic charm with modern aesthetics.

Toll Brothers
AMERICA'S LUXURY HOME BUILDER®

Patience Ranch

Architecture

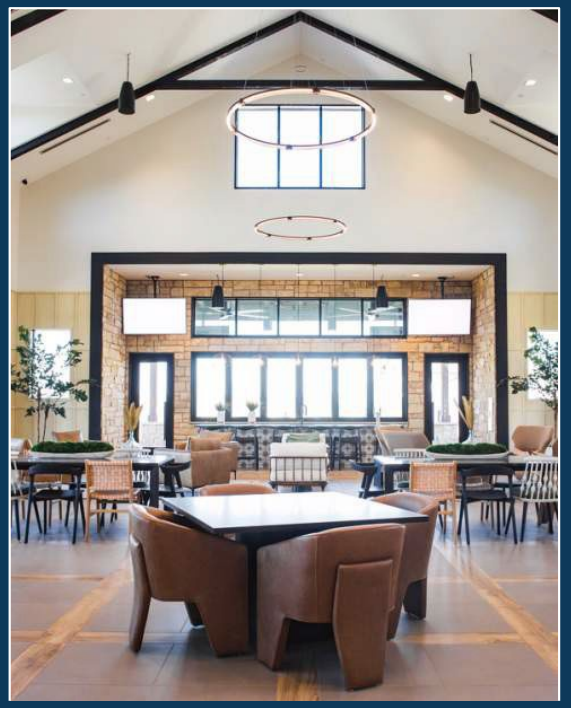
Transitional

The "Transitional Elevation" blends contemporary modern, Hill Country, and Mediterranean influences for a unique, elegant look. Its exterior is primarily stucco with stone accents, complemented by a sleek concrete tile roof. Modern details such as cedar or cementitious siding, parapet walls, and occasional flat roofs enhance its clean, minimalist aesthetic. This elevation combines timeless design with contemporary simplicity, creating a refined, elegant style.

Toll Brothers
AMERICA'S LUXURY HOME BUILDER®

Patience Ranch

Examples of Toll Brothers' Amenities



Patience Ranch

Examples of Toll Brothers' Amenities

Patience Ranch

City of Georgetown MUD Policy

Quality Development

- Proposed lot sizes are significantly above minimum requirements per City of Georgetown Code, providing Georgetown with much desired executive-level housing.

Extraordinary Benefits

- Access to spring-fed lakes, over one mile of San Gabriel River, and numerous hiking trails in addition to robust built amenities will create a project unlike anything that currently exists in the Georgetown area.

Enhance Public Service and Safety

- Connections to multiple existing and future roadways will provide emergency services and local residents with optionality in case of an event.

City Exclusive Provider

- Water, Wastewater, Solid Waste

Annexation

- ETJ MUD with consideration for future annexation by City

Fiscally Responsible / Finance Plan

- MUD Reimbursement Sought For:
  - Wastewater Infrastructure
  - Water Infrastructure
  - Drainage Improvements
  - Street Improvements
  - Enhanced Parkland Improvements

MUD Policy Requirement	Patience Ranch MUD
Max. tax rate of $0.95 per $100 AV for ETJ MUDs	$0.95 per $100 AV
Max. MUD Bond maturity = 25 yrs. after issuance	25 years
Bond Issuance Period (first to last bonds issued) = 10 yrs.	15 years
Impact fees assessed at final plat	Impact fees assessed at building permit

Patience Ranch

Key Considerations

Traffic and Phasing

- Phase 1, currently planned for construction start in 2028, will take access exclusively through Parkside on the River development to the east. No connection through Escalera Ranch will be made until Phase 2, currently planned to begin in 2031. Phase 3, making the fourth and final connection to adjacent existing roadways, is not scheduled until 2034.
- Developer has committed to directing all construction-related traffic through Parkside Parkway in order to reduce load on smaller, local streets.

Thoughtful Planning and Conformity with new Georgetown UDC

- Current density planned for development is 1.5 units per acre, keeping total number of units sensible for existing adjacent infrastructure and preventing the overcrowding of the land.
- Lot sizes and target home buyer demographic for the project serve as a transition between the two adjacent neighborhoods, protecting the character and established pattern of desirable development in the area.

Feedback and Direction

Staff is seeking Council's initial feedback on a proposed ETJ Municipal Utility District (MUD) for the development currently known as Patience Ranch.

Feedback Requested:

- Land Plan / Lot Sizes / Density
- Compatibility with surrounding development
- MUD tax rate
- Amenities
- What would you like to see the developer bring back with their next version of a land plan and MUD proposal?
- Do you support staff continuing to work on a term sheet for this MUD Consent Agreement?

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
Energy Resource Plan

SUGGESTED ACTION:
Presentation and discussion regarding a proposed process to develop an Energy Resource Plan -- Daniel Bethapudi, General Manager Electric Utility, and Shams Sidiqqi, Crescent Power

ITEM SUMMARY:
This presentation outlines the scope of work, key objectives, and required inputs for the development of an Electric Resource Plan (ERP) by Crescent Power Inc., in collaboration with the City. Based on the input of City Council and the Georgetown Electric Board, Crescent Power will lead the analysis of the City's current energy portfolio, evaluate future resource needs, and develop an actionable implementation plan based on the findings.

The ERP will support the City's long-term energy planning for 2027–2031 by delivering data-driven insights and strategic recommendations for future resource decisions.

FINANCIAL IMPACT:
None

SUBMITTED BY:
Rene Bywater-Barajas, Electric Department

ATTACHMENTS:
Presentation-ERP.pdf

COG Electric Resource Plan

Review of Results & Action Plan

JULY 14, 2026

GEORGETOWN TEXAS

COG Electric Resource Plan – Review of Results & Action Plan

Shams Siddiqi, Ph.D.
Crescent Power, Inc.
(512) 619-3532
shams@crescentpower.net

Certain competitively sensitive electric utility information has been omitted from this presentation pursuant to Texas Government Code § 552.133.

What is ERP and why is it needed?

- Electric Resource Planning (ERP) process focuses on meeting increasing demand for electricity over the mid- to long-term with resources that are cost-effective and complement existing portfolio of resources.
- ERP is a good industry practice that involves a comprehensive approach to electric portfolio planning, considering demand growth and supply-side resources, stakeholder engagement, and long-term system goals.
- ERP is necessary to investigate the possible benefits of longer-term resources, such as acquiring or entering into long-term Power Purchase Agreements (PPA) for generators or Battery Energy Storage Systems (BESS), in managing the risk exposure of power portfolios.

- **Objective of today's session: Present findings of the ERP and review ERP recommended Portfolio additions and action plan**

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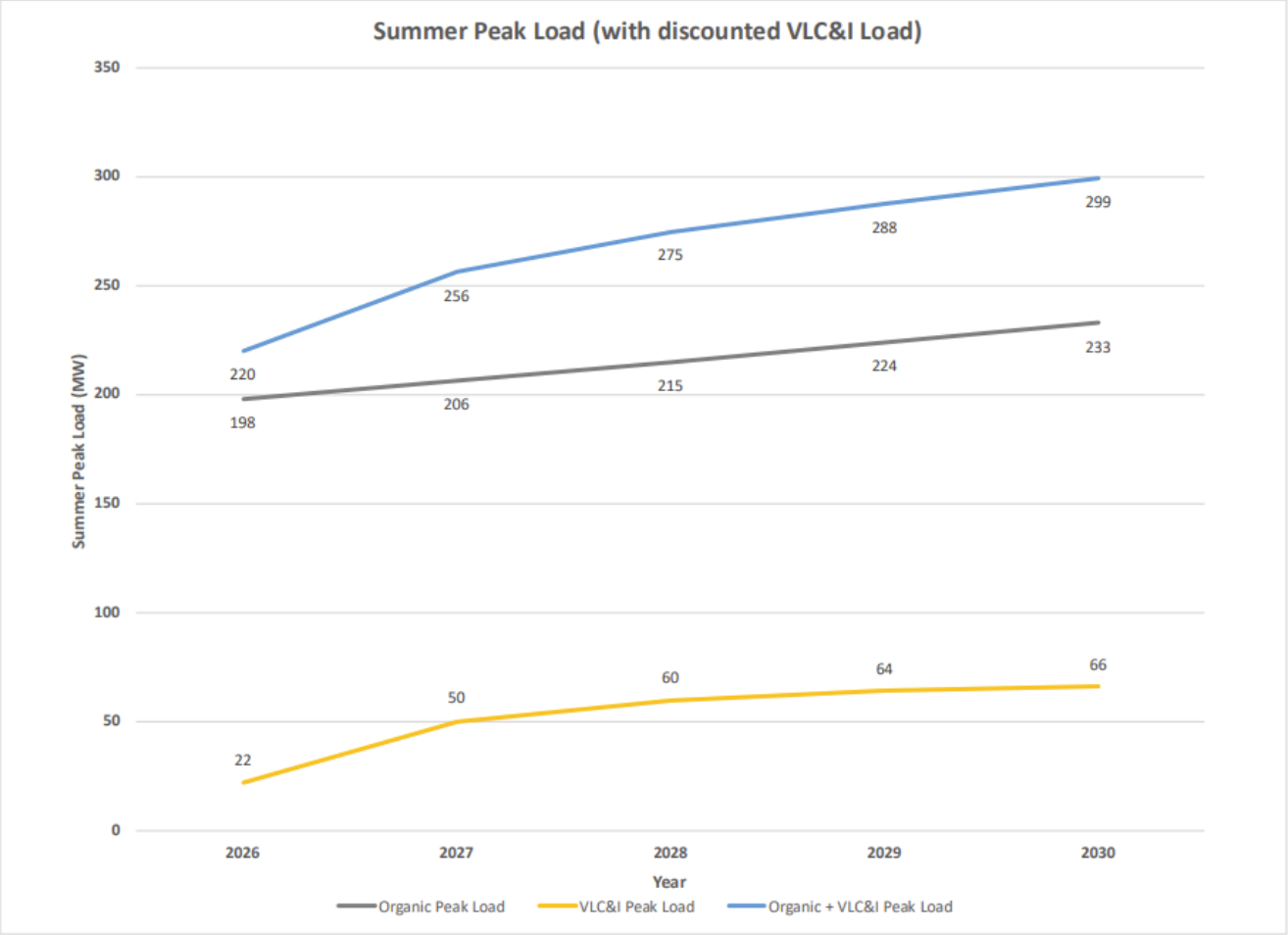
COG's Power Portfolio Challenges

- COG forecasts significant load growth including discounted Very Large C&I Load (10-50MW).
- COG's current long-term power portfolio consists of the following intermittent renewable resources that offset some of COG's load position but exposure COG's power portfolio to risk due to their variability:
- COG's Electric Portfolio risks:
  - Significant Load Growth – daily and hourly load depends on weather and economic activity
  - Buckthorn Solar Project – output highly variable depending on irradiance (cloud cover) and subject to curtailment/congestion risk
  - Spinning Spur Wind Farm – highly variable depending on wind and subject to congestion risk
  - South Trent Wind Farm – highly variable depending on wind and subject to congestion risk
- Portfolio has volumetric risk due to highly intermittent nature of supply

COG Peak Load Forecast



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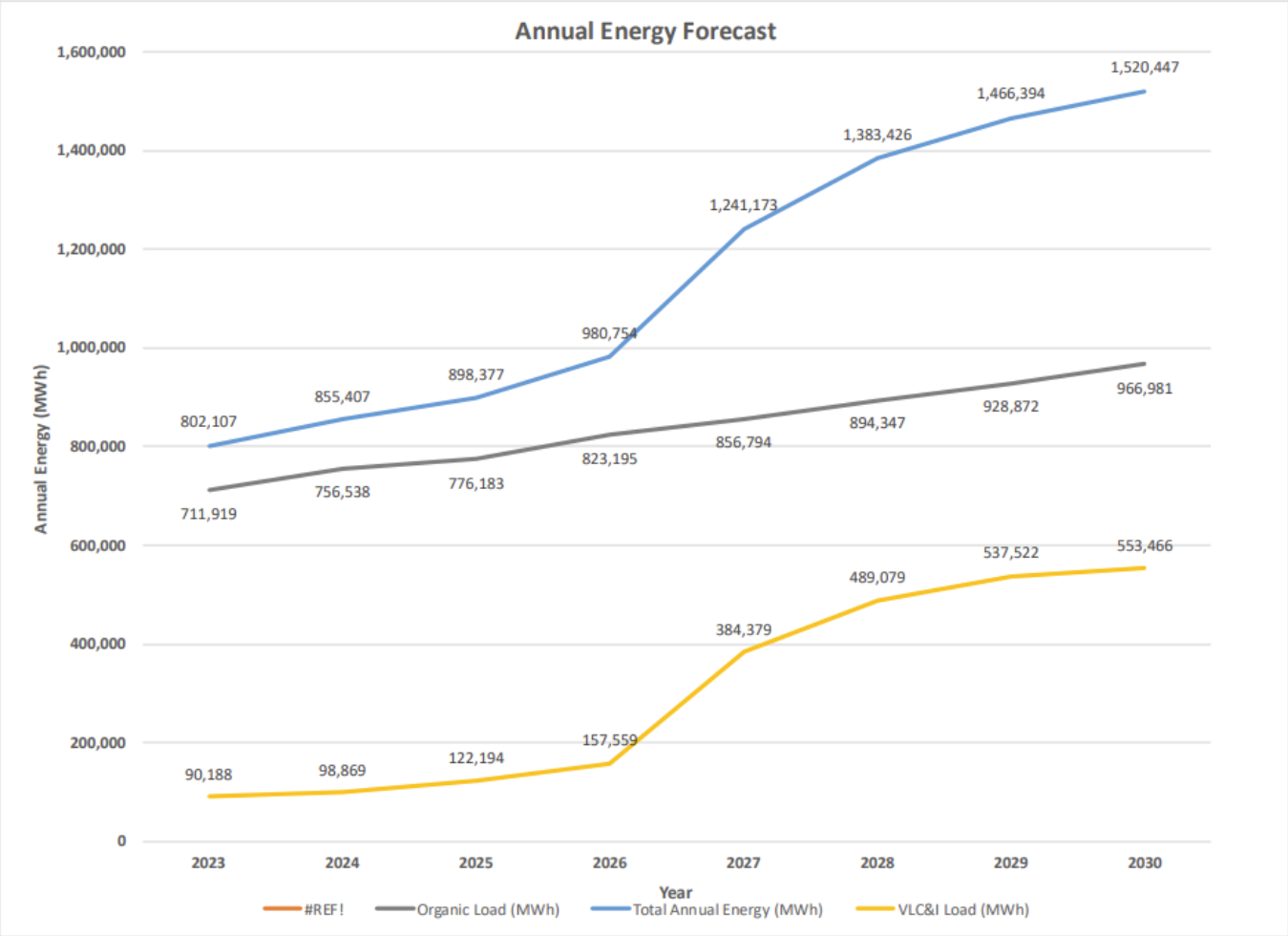
Crescent Power, Inc.

COG Annual Energy Forecast



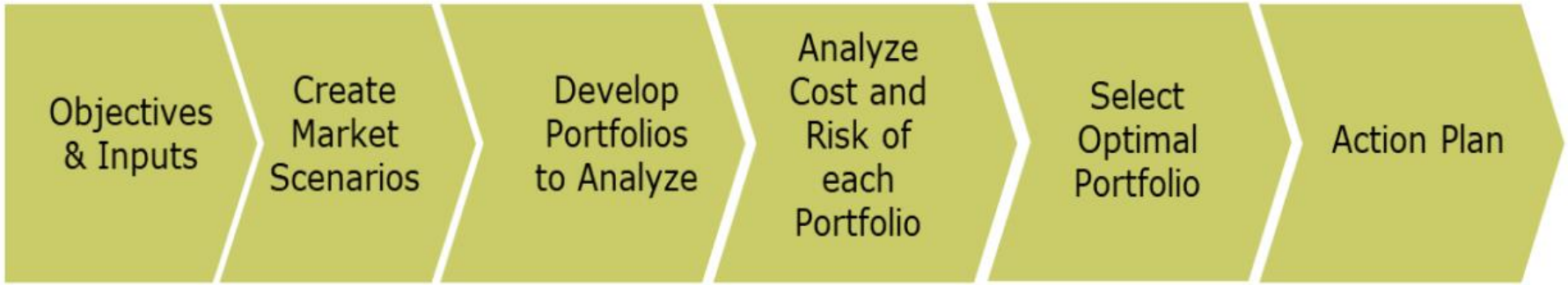
Crescent Power, Inc.

Current Portfolio Hedging Strategy

- COG currently manages electric portfolio price risk by actively engaging in hedging strategies considering variability of COG's intermittent resources.
- **Native+VLC&I load hedges** consist of Firm products purchased in staggered volumes based on target percentages of average hourly load by month ("Load Hedge Targets"). This policy requires COG to hedge load for each temporal period in each month for the planning horizon of the policy. For Intermittent Renewal Resources (IRR) under PPAs, the expected capacity will be based on historical monthly delivered energy as adjusted appropriately by the Portfolio Management Team to account for weather variability.
- **Congestion Hedging**: Congestion risk is the price differential between the location of the energy sources and the location of native load. Congestion risk can be mitigated by participating in the Congestion Revenue Right (CRR) market, purchasing delivered energy, or executing basis swaps with bilateral counterparties.
- **Day-Ahead Hedging**: Any remaining daily short position is purchased in the ERCOT Day-Ahead Market (DAM) at the appropriate settlement point and any congestion risk in Real-Time Market is hedged by taking the necessary CRRs to real-time.

GEORGETOWN TEXAS

COG ERP Process



GEORGETOWN TEXAS

COG Exposure tied to ERCOT Market

- COG's power portfolio exposure is directly tied to ERCOT Market prices, transmission constraints, and Regulatory changes
- Challenging time to hedge COG portfolio given very significant near-term changes to the ERCOT Market:
  - ERCOT Market supply and demand – massive Solar and BESS additions and massive load growth driven by Datacenter and other large load additions
  - Insufficient Dispatchable Resource additions to address long-duration Winter Storm events with little Solar and Wind during such events and BESS durations not long enough
  - Real-Time Co-optimization has had significant impact on Energy and Ancillary Service prices
  - Yet-to-be-designed Dispatchable Reliability Reserve Service (DRRS) may be a significant cost to Loads if used to ensure Resource Adequacy during Winter Storm events
  - Yet-to-be-designed SB6 requirement for Large Loads to be curtailable or have backup generation is likely to improve grid reliability
- Thus, it's important to understand and take into account ERCOT Market dynamics in determining hedging strategy for COG

GEORGETOWN TEXAS

Study Resources Considered

Block Purchases

- Firm supply with no force majeure provision from credit worthy counter-parties hedges COG's Energy cost exposure. Source: COG
- Does not hedge Ancillary Service/DRRS cost exposure

Natural Gas Peaker

- Long-term (>5 years) PPA with quick start Natural Gas Peaker that is not unit contingent (i.e., day-ahead hourly call option with a strike price equal to the Peaker's heat rate times Natural Gas price) hedges COG's Energy cost exposure, ECRS, Non-Spin, and DRRS (when implemented).

FTM Battery Energy Storage System

- Long-term (>5 years) PPA with Front-of-the-Meter BESS (i.e., real-time 5-minute co-optimized charging/discharging and AS) hedges COG's Energy cost exposure, potentially all Ancillary Services, and DRRS.

BTM Battery Energy Storage System

- Long-term (>5 years) PPA with Behind-the-Meter BESS (i.e., real-time 5-minute charging/discharging) hedges COG's Energy cost exposure, provides resiliency, reduces 4-CP TCOS charges.

Solar/Wind Resources

- No additional Solar/Wind resources were considered since COG's existing portfolio already has significant intermittent renewals and market prices are negatively correlated to IRR production

Resource Portfolios Studied

Portfolio 1 - Existing

- COG's portfolio of PPA, including wind, solar, and short-term block energy
- Does not include additional purchases for future years to meet Hedge Policy

Block Energy & FTM BESS Portfolio 2

- Existing Portfolio plus 7x24 Block Energy Bilaterals and Front-of-the-Meter 1-hour BESS PPAs May need additional block energy bilaterals to meet Hedge Policy
- Hedges Energy and AS exposures.

Block Energy & Nat. Gas Turbine Portfolio 3

- Existing Portfolio plus 7x24 Block Energy Bilaterals and Natural Gas Combustion Turbine PPAs
- May need additional block energy bilaterals to meet Hedge Policy
- Hedges Energy, Non-Spin and DRRS exposures

FTM BESS Only Portfolio 4

- Existing Portfolio plus FTM 1-hour BESS PPAs
- Needs additional block energy bilaterals to meet Hedge Policy
- Hedges Energy and AS exposures.

Block Energy & BTM BESS Portfolio 5

- Existing Portfolio plus BTM 1-hour BESS PPAs
- Needs additional block energy bilaterals to meet Hedge Policy
- Hedges Energy and transmission cost exposures, provides resiliency.

Market Scenarios Studied

Base Case

- Normal weather year (2013 as used by ERCOT) with ERCOT-determined wind and solar generation and grid-wide load and COG 2013 load escalated to the study year (2026 to 2030)
- UPLAN analysis to determine Base Case market Energy and Ancillary Service prices and wind and solar resource curtailments

2019

- Historical 2019 market prices; wind and solar output/curtailment
- COG 2019 load escalated to the study year (2026 to 2030)

2020

- Historical 2020 market prices; wind and solar output/curtailment
- COG 2020 load escalated to the study year (2026 to 2030)

2021

- Historical 2021 market prices; wind and solar output/curtailment
- COG 2021 load escalated to the study year (2026 to 2030)

2022

- Historical 2022 market prices; wind and solar output/curtailment
- COG 2022 load escalated to the study year (2026 to 2030)

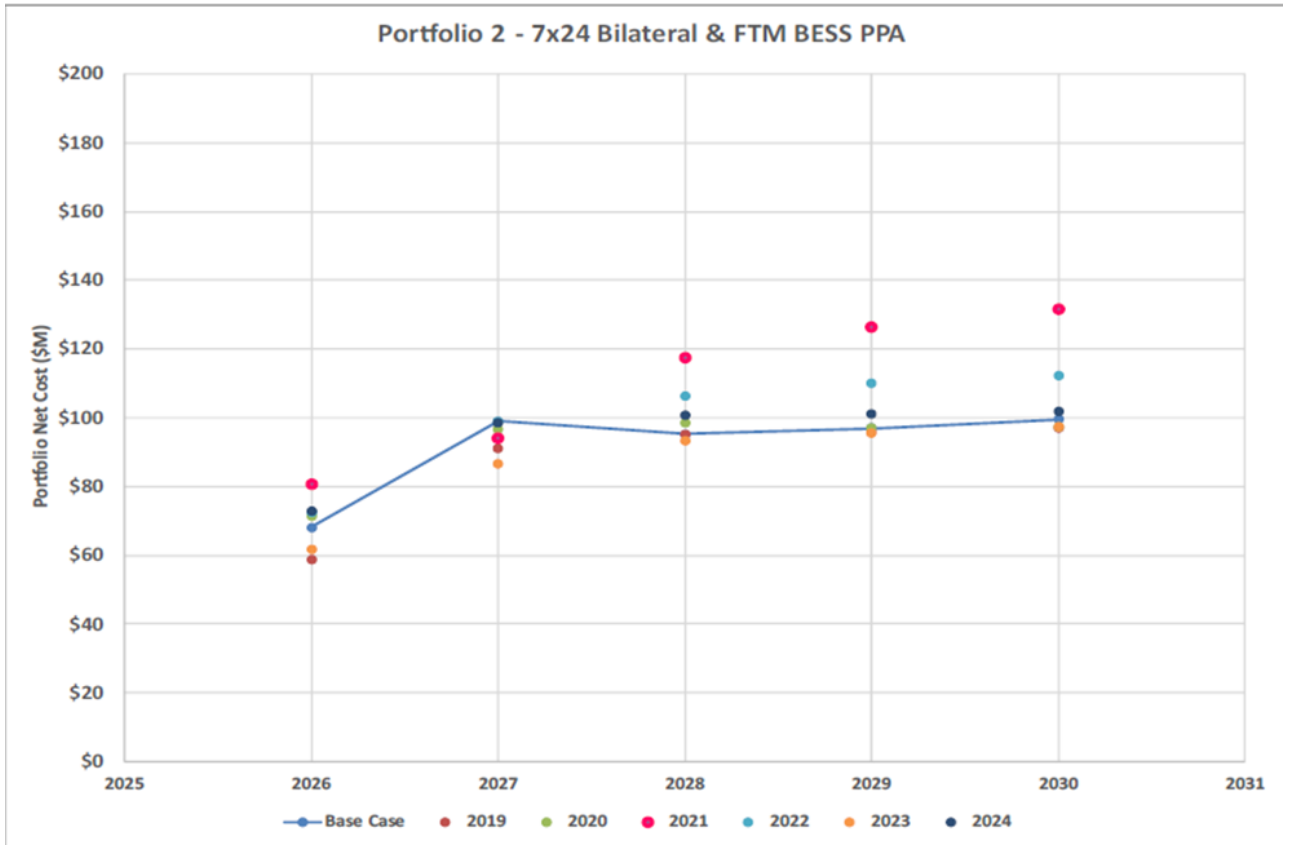
2023

- Historical 2023 market prices; wind and solar output/curtailment
- COG 2023 load escalated to the study year (2026 to 2030)

2024

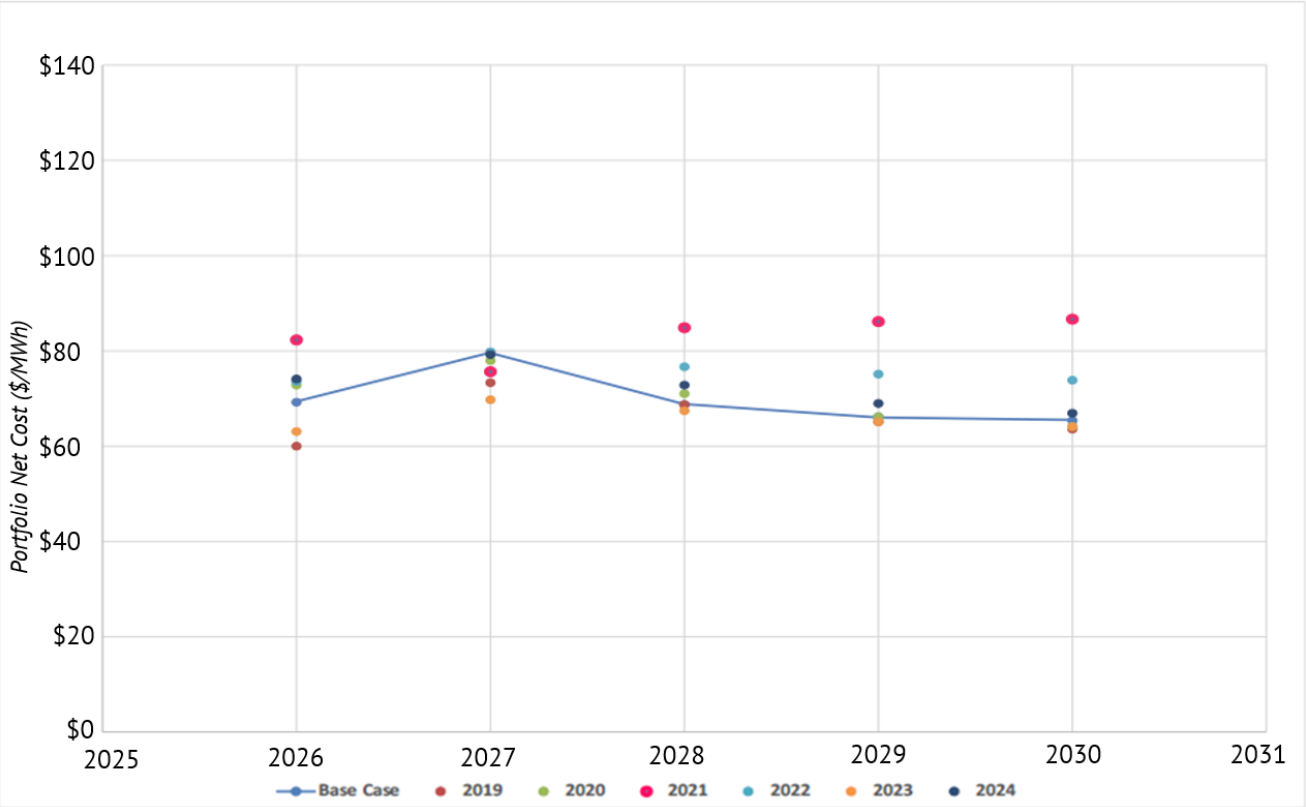
- Historical 2024 market prices; wind and solar output/curtailment
- COG 2024 load escalated to the study year (2026 to 2030)

Recommended Portfolio 2: 7x24 Block, BESS



Portfolio 2 significantly decreases COG exposure to market price volatility as shown above by the tight portfolio cost spread under various scenarios (even 2021 Winter Storm Uri scenario). Future years show greater spread since Portfolio 2 procures based on realized load – additional procurement would be needed in future years assuming the forecasted load growth is realized.

Recommended Portfolio 2: 7x24 Block, BESS



Portfolio 2 significantly decreases COG exposure to market price volatility as shown above by the tight portfolio cost spread under various scenarios (even 2021 Winter Storm Uri scenario) shown here on $/MWh basis.

Why Portfolio 2 is optimal for COG

Portfolio 1 - Existing

- Low Base Case cost but highest portfolio cost volatility due to lack of hedges.
- Hedge Policy requires additional purchases in future years which increases costs above Portfolio 2.

Block Energy & FTM BESS Portfolio 2

- Optimally hedges using 7x24 Block Energy Bilaterals and Front-of-the-Meter BESS PPAs.
- Lowest expected cost and lowest portfolio cost volatility.
- Hedges Energy and AS exposures.

Block Energy & Nat. Gas Turbine Portfolio 3

- Higher expected cost and higher portfolio cost volatility compared to Portfolio 2.
- May become cost-effective depending on the future DRRS design.
- Hedges Energy, Non-Spin and DRRS exposures.

FTM BESS Only Portfolio 4

- Even though apparently having lowest cost and cost volatility, lower cost is due to inadequate hedging and cost volatility is likely to be higher than Portfolio 2 due to breakdown of historical correlation between Energy and AS prices.

Block Energy & BTM BESS Portfolio 5

- Behind-the-meter BESS smaller sized and higher priced than FTM BESS in Portfolio 2.
- Hedges Energy and transmission cost exposures, provides resiliency.

ERP Action Plan – Next Steps

Hedge Policy

- Existing Portfolio has significant exposure to scarcity events and is significantly short capacity due to VLC&I load growth
- Significant VLC&I load growth presents new challenge/opportunity
- ERP long-term PPAs may procure Hedge Policy capacity requirements sooner than specified; however, additional short-term PPAs may be needed to meet near-term Hedge Policy requirements.

Procure Block PPA

- Given the sizable need for 7x24 Energy Blocks to hedge against market price/IRR volatility, explore entering longer term PPA with larger block sizes for better prices for confirmed load.
- Procure firm Energy Blocks for quantities in Portfolio 2 which quantities are lower than roughly 50% of quantities needed in 4-5 years to avoid over-procurement due to VLC&I load uncertainty.

FTM Battery Energy Storage System

- Front-of-the-Meter BESS is a good fit for COG's portfolio.
- Can hedge Energy and Ancillary Service market price exposure.
- Consider procuring 1- or 2-hour BESS in smaller quantity initially to gain experience.
- 30% Investment Tax Credit makes BESS even more attractive.

The ERP Action Plan is dependent on changes to the load forecast.

GEORGETOWN TEXAS

ERP Action Plan – Future Re-evaluation

BTM Battery Energy Storage System

- Behind-the-Meter 1- or 2-hour BESS should also be considered initially at a small scale to reduce T&D costs and provide customers Resiliency benefits if located in COG system.
- 30% Investment Tax Credit makes BESS even more attractive.
- Can hedge Energy, ECRS, Non-Spin and future DRRS price exposure.

Nat Gas Peaker

- Currently not economical but economics may change depending on how Legislatively mandated Dispatchable Reliability Reserve Service is implemented.
- Monitor and explore potential PPA if DRRS makes it attractive.

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
Electric Rate Ordinance Updates

SUGGESTED ACTION:
Presentation and discussion regarding proposed updates to the Electric Rate Ordinance (Chapter 13.04) -- Daniel Bethapudi, Electric Utility General Manager

ITEM SUMMARY:
Presentation & discussion regarding proposed amendments to Chapter 13.04 of the City Code relating to electric rates, fees, and service provisions. An overview of the proposed updates to the Electric Rate Ordinance will be presented. The proposed amendments are intended to align the ordinance with current industry practices and the City's long-term financial objectives. The presentation will also include proposed operational and rate revisions, including updates to the Very Large Commercial and Industrial (VLC&I) and Large Commercial and Industrial (LC&I) rate schedules. The proposed revisions were previously presented to the Electric Utility Advisory Board (EUAB) during its June 2026 meeting. The workshop will provide an opportunity for Council to review the proposed changes and provide feedback prior to formal consideration of the ordinance.

FINANCIAL IMPACT:
The proposed amendments are expected to improve cost recovery, strengthen the Electric Utility's financial position, and reduce financial risk by aligning rates, fees, and service provisions with the cost of providing electric service. The fiscal impact will vary based on customer demand and participation.

SUBMITTED BY:
Rene Bywater-Barajas, Electric Department

ATTACHMENTS:
City of Georgetown_Cost Recovery for Large and Very Large Electric Customers Memo_07.06.26_CLEAN.pdf
City of Georgetown_Rate Revisions for Non-ESA Large Load Customers_07-06-26_CLEAN (002).pdf
Presentation-Electric Rate Ordinance Updates.pdf

NewGen Strategies & Solutions
225 Union Boulevard
Suite 450
Lakewood, CO 80228
Phone: (720) 633-9514

Memorandum

To: Daniel N. Bethapudi, General Manager – Electric Utility, City of Georgetown, Texas

From: NewGen Strategies and Solutions, LLC

Date: July 6, 2026

Re: Proposed Updates for Selected Fees for Very Large Load Customers

The City of Georgetown (City) and Georgetown Electric Utility (Utility) have retained NewGen Strategies and Solutions, LLC (NewGen) to review and update the cost recovery rates applicable to all Very Large Commercial and Industrial (VLC&I) electric customers (referred to as "Very Large Load" electric customers herein). Very Large Load electric customers have unique electrical needs, including specific infrastructure equipment and power supply requirements. As the City continues to grow and attract new residents and businesses, the Utility must constantly reassess and update its cost recovery mechanism associated with the required investments in its electric infrastructure to serve these customers. The purpose of this memorandum is to provide an update to the underlying cost assumptions used to develop proposed rates for the one-time Very Large Load Account Setup Fee and monthly Customer Charge for Fiscal Year (FY) 2027, as applicable to Very Large Load customers.

Very Large Load Account Setup Fee

As a best practice, the City requires customers with loads of sufficient size, within the City's service territory, to register and be metered as a Sub-Qualified Service Entity (Sub-QSE) and a Load Serving Entity (LSE). The proposed account setup fee includes recovery of costs for installation of an Electric Reliability Council of Texas (ERCOT)-Polled Settlement (EPS) meter, as well as ERCOT application fees, and for the Utility to provide procurement, testing, installation, and evaluation of specialized metering equipment. Costs also include those incurred by the Utility for data aggregation tools and time for Utility staff to set up the Sub-QSE/LSE account with ERCOT. Other costs include time for Utility staff to set up the electric panel for new customers and communications equipment for the Advanced Metering Infrastructure (AMI), as well as a 10% contingency factor. The total proposed Very Large Load Setup Fee for FY 2027 is $27,349, as shown in Table 1 below.

Table 1
Proposed Very Large Load Setup Fee (FY 2027)

Large Load Setup Fee	Estimated Cost	Description of Fee Item
Sub-QSE Application Fee	$500	Required for every Sub-QSE set up
Additional LSE Application Fee	$500	Required for every LSE set up
EPS Meter Set Up	$21,136	Primary meter, secondary meter, meter enclosure, modem, meter certification
Data Aggregation Tools	$500	Settlement/extract tool
Senior Portfolio Analyst	$908	Sub-QSE/LSE set up with ERCOT
Senior Electrical Engineer Analyst AMI	$659	8 hours for EPS meter electrical panel set up
Senior Electrical Engineer Analyst AMI	$659	8 hours for communications set up
Contingency Factor	$2,486	10% inflation and unanticipated expenses
Total Setup Fee (1)	**$27,349**	

(1) Totals may not add due to rounding.

Customer Charge

In addition to the one-time account setup fee specific to Very Large Loads, the Utility proposes to update the monthly Customer Charge for these customers to recover the costs associated with the maintenance and ongoing operations specific to their equipment. Table 2 provides a summary of the FY 2027 costs estimated by Utility staff to provide these ongoing services.

Table 2
Proposed Very Large Load Customer Service Charge (FY 2027)

Large Load Customer Service Charge	Estimated Cost	Description/Frequency
EPS Testing (3 x per year at $2K per test)	$6,000	Annual cost
EPS Communications	$250	Annual – Cellular
ERO Fee (NERC Charge Billed Through ERCOT)	$704	Quarterly (every 3 months)
Letter of Credit Fee	$2,576	Monthly ($313,953 / 220 [peak load]) x 20 megawatts (estimated load) / 12 months
Senior Portfolio Analyst (Billing & ERCOT Extract Analysis)	$3,634	Estimating 40 hours/month
Senior Electrical Engineer Analyst AMI	$330	Estimating 4 hours/month
Meter Data Analyst AMI	$299	Estimating 4 hours/month
AMI & Billing Specialist	$396	Estimating 10 hours/month
Contingency Factor	$399	5% for inflation and unanticipated expenses (monthly)
Total Cost per Month (1)	**$8,182**	

(1) Totals may not add due to rounding.

The cost elements within the monthly Customer Charge include ongoing meter testing (required by ERCOT), costs for communication (cellular costs), a quarterly fee charged by the North American Electric Reliability Council (NERC) for the Electric Reliability Organization (ERO), and a Letter of Credit Fee. The Letter of Credit Fee is a requirement of the Utility to ensure financial liquidity to ERCOT and is in addition to the Letter of Credit required by the new large load customer for power supply. This fee increased based on anticipated costs to be incurred by the City. Additionally, the monthly Customer Charge includes time required by Utility staff to develop and analyze monthly billing determinants (40 hours a month), as well as time for Utility staff to review the AMI data system's needs (4 hours each month for an engineer and a data analyst). Further, this customer service charge includes 10 hours per month for the AMI and an AMI & Billing Specialist to review the customer contract and prepare a monthly bill, as well as a 5% contingency factor to account for inflation and unanticipated expenses. The total proposed Very Large Load Customer Charge for FY 2027 is proposed to be $8,182.

Conclusion

It is NewGen's opinion that the proposed updates to the existing up-front Very Large Load Account Setup Fee and ongoing monthly Customer Charge for Very Large Load customers are reasonable and equitable. These cost recovery mechanisms reflect the updated costs incurred by the Utility to serve these customers, as required by NERC and ERCOT. These costs may also be applied to selected Large Commercial and Industrial (LC&I) customers with an Electric Service Agreement (ESA), at the City's sole discretion. It is recommended that the Utility continue to evaluate the costs associated with Very Large Loads on an annual basis.

NewGen Strategies & Solutions
225 Union Boulevard
Suite 450
Lakewood, CO 80228
Phone: (720) 633-9514

Memorandum

To: Daniel Bethapudi, General Manager – Electric Utility, City of Georgetown, Texas

From: NewGen Strategies and Solutions, LLC

Date: July 6, 2026

Re: Rate Revisions for Large Load

The City of Georgetown (City) and Georgetown Electric Utility (Utility) have retained NewGen Strategies and Solutions, LLC (NewGen) to review proposed changes to existing rate provisions for their Large Commercial and Industrial (LC&I) and Very Large C&I (VLC&I) rate classes. Specifically, the City is proposing to increase the energy rate charged to LC&I and VLC&I customers that are required to enter into an Electric Service Agreement (ESA). The purpose of this memo is to provide background information regarding the City's requirements for an ESA, as well as the development of the proposed energy rate charged to customers who choose not to agree to an ESA.

Background

Large load customers served by the City create unique operational issues for the Utility. These include certain customers within the LC&I rate class (those with service requirements between 2 megawatts [MW] and 10 MW) and all customers within the VLC&I rate class (those with service requirements greater than 10 MW but less than 51 MW). The operational issues are directly related to the Utility's investments to provide electricity service to these large load customers, including the procurement of wholesale power. To address these issues, the Utility requires those customers to enter into an ESA with the City, which includes provisions for forecasts of energy usage, invoicing, prepayment amounts, credit support, performance assurances, required equipment cost recovery, curtailment events, cost recovery charges (rates), specific billed demand requirements, and other elements.

The existence of an executed ESA prior to the provisions of service allows the City to effectively manage the potential energy price risk associated with such large loads. In addition to the specific charges and revenue recovery provisions, the ESA requires customers to provide a forecast of their projected energy needs. This energy forecast is utilized by the City to purchase power in the Electric Reliability Council of Texas (ERCOT) power market via its energy procurement optimization and price hedging strategies. Without the energy forecast, the City is exposed to potential volatility in market energy prices, as it may need to meet the customers' energy needs in the Day-Ahead and/or Real-Time Market. Currently, some legacy large load customers are being served by the Utility without an ESA. The purpose of the proposed changes to the LC&I and VLC&I energy rates is to reduce the financial risks to the City for those large load customers that are, or will be, served by the City without an ESA.

Proposed Rate Changes

The City is proposing to change the energy rate charged to selected LC&I customers and all VLC&I customers required to have an ESA but who have not entered into such an agreement with the City. The

current energy rate charged to these customers is $0.0543 per kilowatt-hour (kWh). These customers also incur a Customer Charge and Demand Charge, which varies by rate class, as well as the Power Cost Adjustment Charge (which does not vary by rate class) and the Energy Rate Rider (which is unique to the VLC&I class and may be applied to the LC&I class at the City's discretion). The proposed energy rate for those customers subject to the ESA, but receiving services without one, is $0.0874 per kWh.

Table 1
LC&I and VLC&I Rates

Rates	LC&I	VLC&I
Customer Charge	$520.71 per month	$5,615.50 per month
Energy Charge	$0.0543 per kWh	$.0543 per kWh
Demand Charge	$19.65 per kW per month	$19.65 per kW per month
Power Cost Adjustment Charge	$0.01375 per kWh	$0.01375 per kWh
Energy Rate Rider (1)	TBD	TBD
Proposed Non-ESA Energy Charge (2)	$0.0874 per kWh	$0.0874 per kWh

(1) The City is updating the rate and applicability of the Energy Rate Rider for LC&I and VLC&I customers.
(2) The proposed non-ESA energy rate was developed using an Energy Market Price Factor of 1.61.

Non-ESA Energy Rate

The proposed "non-ESA" energy rate was developed by NewGen based on a historical analysis of market prices compared to the existing retail energy rate ($0.0543 per kWh). For this analysis, NewGen developed an Energy Market Price Factor, which represents the difference between the historical hourly market price for energy and the energy rate, as described herein. The maximum historical hourly Real-Time Market price, excluding outliers, was approximately 1.61 times higher than the energy rate (resulting in a rounded Energy Market Price Factor of 1.61). The proposed energy rate for these customers is equal to the existing retail energy rate times the Energy Market Price Factor.

The Energy Market Price Factor was derived from historic real-time (RT) hourly ERCOT settlement prices (wholesale prices for the South Load Zone from which the Utility purchases power) from January 1, 2021, to May 1, 2026, as provided by the Utility. The analysis conducted by NewGen excluded hourly price outliers defined as one standard deviation from the mean (average), as well as negative variances from the existing retail energy rate. This analysis results in a reasonable proxy energy price that reduces the potential risk incurred by the City from serving selected large load customers that do not have an ESA.

ELECTRIC RATE ORDINANCE UPDATES
Workshop

DANIEL BETHAPUDI | *Electric Utility General Manager*

GEORGETOWN TEXAS

Electric Rate Ordinance Changes

The utility is proposing to make several changes to our rate ordinance, including:

1. Sec. 13.04.010: Requirement for new customers to provide service access rights to the Utility for installation and maintenance.
2. Sec. 13.04.011: Adding a "Definitions" section to clearly define the terms used within the rate ordinance, such as:
    a. Difference between "Actual Demand" and "Billed Demand"
    b. Difference between "Requested Load", "Connected Load", "Design Load", and "Installed Capacity"
2. Sec. 13.04.011: Adding a "Initial Rate Classification" section to explain how new customers are assigned to their initial rate classes
    a. Includes description of how customers may be reassigned to a new rate class based on actual operating history.
3. Sec. 13.04.060. : Creation of a "Power Pedestal" Rate Class
4. Sec. 13.04.081: New section detailing the City's right to curtail energy due to ERCOT directives, force majeure, and outages.
5. Sec. 13.04.082:New Section detailing customer's financial liability for causing damage to the electric system
    a. Damage caused by usage exceeding installed capacity, or usage which causes voltage disturbances.
6. Sec. 13.04.083: Requirement for customers to receive the City's authorization prior to participating in demand response programs.
7. Sec. 13.04.045: Updated VLC&I Rate Ordinance
    A. ERR Calculation Methodology
    B. Customer Charge
    C. Account Set-Up Fee
    D. Month-to-Month Rate
    E. Other provisions

Electric Rate Ordinance Changes

New Definitions Section – Sec. 13.04.011

The utility is proposing to add a section to the rate ordinance to define key terms used in the ordinance.

Key Defined Terms:

1. **Actual Demand** – highest 15-minute rate of energy consumption by a customer in each month (kW)
2. **Billed Demand** - the kilowatt (kW) demand used to calculate the customer's demand charge under the applicable rate schedule.
    a. May be based on measured demand, minimum demand, or ratcheted demand
3. **Requested Load** - the total electrical load (kW) requested by the customer or the customer's representative as part of a service request
4. **Connected Load** - the combined electrical capacity (kW) or rating of the customer's motors, equipment, appliances, devices, and other electric-consuming facilities that are or will be connected to the customer's electrical system
5. **Load Analysis** - the evaluation used by the City to determine expected load characteristics and service requirements for a specific customer
6. **Design Load** - the City's estimate of the customer's expected maximum demand based on the customer's requirements, expressed in kilowatts (kW)
7. **Installed Capacity** - the distribution infrastructure capacity (kW) installed at the customer's facility based on the customer's specified load requirements
8. **Allocated Capacity** – The distribution and allocated substation infrastructure capacity (kW) installed or allocated to the customer's facility based on the customer's specified load requirements.

Electric Rate Ordinance Changes

Initial Rate Classification Methodology – Sec. 13.04.011

The utility is proposing to add a section to the rate ordinance to detail how new customers are assigned to their initial rate classes.

Rate Classification Process:

1. The initial rate class for new customers shall be based on the customer's design load.
2. If a customer's demand exceeds the rate class threshold three times in any consecutive 12-month period, the utility may move the customer to a higher rate class.
3. If a customer's demand remains below the rate class threshold for any consecutive 12-month period, the utility may move the customer to a lower rate class.
4. For new customers with a requested load exceeding 2 MW, the rate class shall be based on installed capacity and shall not be reclassified based on demand.

Electric Rate Ordinance Changes

Creation of a Power Pedestal Rate Class – Sec. 13.04.060

The utility is proposing to create a "Power Pedestal" rate class to better serve temporary or seasonal loads related to festivals or public events.

Applicability

Unmetered power pedestals designed to serve multiple temporary loads, which do not qualify for any other established rate schedule.

Proposed Rates:

Customer Charge - $0 / Month

Energy Charge - $0.1205 / kWh

Power Cost Adjustment - $0.01375 / kWh

Electric Rate Ordinance Changes

New Ordinance Section Relating to Curtailment – Sec.13.04.081

The utility is proposing to include a disclaimer that the utility does not guarantee uninterrupted service in the following scenarios:

1. The utility receives a load shedding directive from ERCOT
2. During the events of force majeure
3. During both planned and unplanned outages

Electric Rate Ordinance Changes

New Ordinance Section Relating to Customer Liability for Damage Caused to Utility Property – Sec. 13.04.082

The utility is proposing to include an ordinance section that details that customers financially liable for damage to utility infrastructure related to improper use of utility assets, including:

1. Excessive voltage fluctuations
2. Usage exceeding a customer's installed capacity
3. Waveform distortions
4. Other

Electric Rate Ordinance Changes

Requirement to Receive Authorization Prior to Participation in 3rd-party Demand Response Programs Sec. 13.04.083

The utility is proposing to include an ordinance section that requires customers to receive written authorization from the City prior to participating in any third-party demand response programs.

The city may condition authorization of participation in 3rd-party demand response programs upon the provision of specific metering configurations, communication requirements, telemetry measurements, operational controls, scheduling protocol compliance, financial assurances, or any other requirements required to protect the City and the electric system.

A customer that participates in a demand response program without prior authorization shall be responsible for all costs incurred by the city arising from such participation.

Customer's participating in demand response programs may only shed load that exceeds their prorated portion of the utility's overall load shed obligations in the case of ERCOT emergency events.

Electric Rate Ordinance Changes

Requirement to Provide the Utility Service Access Rights - Sec. 13.04.010

The utility is proposing to include a requirement for customers to provide the utility access to electric facilities located on customer premises as necessary for:

1. Installation
2. Inspection
3. Operation
4. Maintenance
5. Repair
6. Replacement
7. Meter reading
8. Service disconnection and removal of utility equipment

VLC&I RATE ORDINANCE CHANGES

Introduction

Staff is proposing six updates to the VLC&I Rate ordinance:

1. Updating the VLC&I Energy Rate Rider Calculation based on lessons learned since implementation in June 2025.
2. Increasing the VLC&I Energy Rate Rider to $0.0110/kWh
   a. Currently $0.0082/kWh
3. Increasing the VLC&I Customer Charge to $8,125/Month
   a. Currently $5,615/Month
4. Increasing the VLC&I Set-Up Fee to $27,349
   a. Currently $25,645
5. Creation of a VLC&I "Month-to-Month" rate for customers who do not sign ESAs
   a. Current VLC&I Energy Rate: $0.0543/kWh
   b. Rate for customers on a month to month rate: $0.08755/kWh
6. More descriptive Primary Voltage Discount definition

VLC&I RATE ORDINANCE CHANGES

Energy Rate Rider - Sec. 13.04.046

Purpose and Background

- The VLC&I ERR is a $/kWh charge was implemented in June 2025 to ensure the full cost recovery of purchased power expenses attributable to the VLC&I rate class.
- The VLC&I ERR is currently $0.0082 / kWh
  - The City Manager, General Manager or their respective designees are responsible for making periodic adjustments to the ERR.
  - The ERR may not be less than zero.
  - ERR model is updated monthly, with rate changes done at the discretion of the City Manager, Electric Utility General Manager, or their respective designees.
- The VLC&I ERR is updated periodically to reflect changes in VLC&I purchased power costs.
- The VLC&I ERR maintains a fund balance to manage power market volatility associated with VLC&I customers.
  - When power costs exceed VLC&I energy revenues, the fund balance decreases.
  - When power costs are below VLC&I energy revenues, the fund balance increases.
  - Over or under collection of power costs is corrected over the next six-months.
  - Currently, the “Target Account Balance” is based on the revenue from the customer class.

VLC&I RATE ORDINANCE CHANGES

Energy Rate Rider - Sec. 13.04.046

Current Rate Ordinance Calculation Methodologies

The current ERR rate ordinance specifies that the ERR is calculated based on the following formula, with calculations done using two-months of historical data and six-months of forecasted data:

$$FERR = \underbrace{(((ER + ERR) * TL)}_{\text{Energy Revenues}} - \underbrace{HG/L - FHC - SMP - FLH - AS)}_{\text{Energy Costs}} + \underbrace{(TAB - AAB))}_{\text{Change in Fund Balance}} / TL$$

Where:

FERR = Future energy rate rider
ER = Energy Rate
ERR = Current Energy Rate Rider
TL = Total Load during 8-month period
HG/L = Hedge Gains or Losses
FHC = Future Hedge Costs
SMP = Spot Market Purchases
FLH = Future Load Hedges
AS = Ancillary Service Costs
TAB = Target Account Balance
AAB = Actual Account Balance

After implementation, staff has identified several necessary modifications to the ERR calculation.

VLC&I RATE ORDINANCE CHANGES

Energy Rate Rider - Sec. 13.04.046

Proposed Rate Ordinance Revisions

Since implementation of the VLC&I ERR in June 2025, staff has identified several rate ordinance revisions to improve calculation accuracy and clarity.

1. **Include PPA Net Settlements, ERCOT Fees, Miscellaneous Costs**
   a. Previous methodology assumed that VLC&I load was hedged through bilateral contracts and the DA / RT market. In practice, VLC&I load is hedged through PPAs.
   b. Proposed methodology explicitly includes:
      a. VLC&I's allocated share of Power Purchase Agreement (PPA) net settlements in the ERR calculation. Net settlement includes REC revenue, curtailment costs etc.
      b. VLC&I's allocated share of ERCOT fees and Miscellaneous Costs
2. **Eliminate Double Counting of Historical Data**
   a. The original rate ordinance required the ERR calculation to include two months of historical data and six months of forecasted data.
   b. Because the Actual Account Balance (AAB) already reflects all historical activity, this resulted in double counting for the two historical months in question.
   c. To avoid double counting, staff proposes using six months of forecasted data only, with historical actuals reflected only through the AAB.
3. **Correct Revenue Requirement Formula**
   a. Revise the formula so required ERR revenue is calculated as costs minus revenues rather than revenues minus costs.
   b. This ensures the ERR properly recovers projected cost shortfalls when costs exceed revenues.

VLC&I RATE ORDINANCE CHANGES

Energy Rate Rider - Sec. 13.04.046

Calculations

The ERR is designed to:

1. Recover forecasted VLC&I power costs over the six-month forecast period.
2. Restore the Actual Account Balance (AAB) to the Target Account Balance (TAB) by the end of the six-month forecast period.

- The Actual Account Balance (AAB) reflects the cumulative over or under-recovery of VLC&I power costs through the current period.

Proposed ERR Formula

ERR ($/kWh) = ((Power Costs – Energy Revenues) + (TAB - AAB)) / TL

Where:

ERR = Proposed Energy Rate Rider ($/kWh)

(Power Costs – Energy Revenues) = ERR revenue required to fully recover forecasted VLC&I power costs during the six-month forecast period.

(Target Account Balance – Actual Account Balance) = ERR revenue required to bring the forecasted account balance to the Target Account Balance by the end of the six-month forecast period.

TL (Total Load) = Forecasted VLC&I energy sales (kWh) during the six-month forecast period.

Key Changes:

1. Explicit inclusion of load ratio share of PPA Net Settlements, ERCOT Fees, and Miscellaneous Costs
2. Elimination of double-counting of two-months of historical data.
3. Formula revision such that ERR revenue is calculated as costs minus revenues rather than revenues minus costs.
4. Changes peer reviewed by external consultants.

VLC&I RATE ORDINANCE CHANGES

Energy Rate Rider - Sec. 13.04.046

1. Staff recommends updating the VLC&I ERR rate ordinance to reflect operational experience gained since June 2025.
2. Staff recommends increasing the VLC&I ERR rate to $0.0110 / kWh effective August 1, 2026.
    a. Currently $0.0082 / kWh
    b. ERR increase represents a 1.9% increase in revenue from the VLC&I class

VLC&I RATE ORDINANCE CHANGES

VLC&I Customer Charge - Sec. 13.04.046

- The VLC&I Customer Charge recovers costs associated with sub-QSE administration, meter testing, billing, and ERCOT Letter-of-Credit fees.
  - The current VLC&I Customer Charge is **$5,615.50** per customer per month.
- The VLC&I Customer Charge may be updated periodically to reflect changes in underlying costs.
- The Utility requested an updated VLC&I Customer Charge calculation from its rate consultant, NewGen Strategies and Solutions.
- The proposed VLC&I Customer Charge is **$8,125.00** per customer per month.

Primary drivers behind the proposed increase:

1. The utility-wide ERCOT Letter-of-Credit Fee will increase in FY27, and the growing VLC&I class is being assigned a larger portion of that cost as they become a larger percentage of our load. Initial assumption of 10 MW updated to 20 MW average load size.
2. Internal labor rates have increased.

VLC&I RATE ORDINANCE CHANGES

VLC&I Customer Charge - Sec. 13.04.046

Staff Recommendations

1. Approve a VLC&I Customer Charge Rate of $8,125 / month effective August 1, 2026.
   a. Currently $5,615.50 / Month

VLC&I RATE ORDINANCE CHANGES

VLC&I Account Set-Up Fee - Sec. 13.04.046

- The VLC&I Account Set-Up Fee recovers costs associated VLC&I Sub-QSE creation, EPS meter setup, and associated internal labor.
  - The current VLC&I Account Set-Up Fee is $25,645 per new customer.
- The VLC&I Account Set-Up Fee may be updated periodically to reflect changes in underlying costs.
- The Utility requested an updated VLC&I Account Set-Up Fee calculation from its rate consultant, NewGen Strategies and Solutions.
- The proposed VLC&I Customer Charge is $27,349 per new customer.

Primary drivers behind the proposed increase:

1. Increased cost for EPS meter set-up.
2. Internal labor rates have increased.

VLC&I RATE ORDINANCE CHANGES

VLC&I Account Set-Up Fee - Sec. 13.04.046

Staff Recommendations

1. Approve a VLC&I Set-Up Fee of $27,349 effective August 1, 2026.
    a. Currently $25,645

VLC&I RATE ORDINANCE CHANGES

VLC&I Month-to-Month Rate - Sec. 13.04.046

Background and Risk Exposure

- The utility's Energy Service Agreements (ESAs) contain contractual provisions that help manage credit, operational, and market risks.
- The utility is legally obligated to provide electric service to eligible customers within its service territory, regardless of whether they execute an ESA.
- Customers who refuse to execute an ESA present greater financial and operational risk.
  - VLC&I ESAs require a binding energy forecast and collateral requirements
  - Customers without ESAs increase the utility's exposure to spot markets
- Staff believes customers who elect not to execute an ESA should bear the additional costs associated with that increased risk.

Proposed Risk Mitigation

- The utility engaged its rate consultant, NewGen Strategies and Solutions, to develop a Month-to-Month rate option for customers who do not execute an ESA.
- The Month-to-Month rate includes a higher energy charge to compensate for the additional risk associated with serving customers without signed ESAs.
- Proposed Month-to-Month Energy Charge: $0.08755/kWh
  - Standard Energy Charge (with ESA): $0.05430/kWh
  - Represents a $0.03325/kWh risk premium for customers without an ESA

VLC&I RATE ORDINANCE CHANGES

VLC&I Month-to-Month Rate - Sec. 13.04.046

Staff Recommendations

1. Approve a VLC&I Month-to-Month Energy Charge of $0.08755/kWh effective August 1, 2026.
   a. Currently $0.0543/kWh

RATE ORDINANCE CHANGES

Primary Voltage Discount Language – Sec. 13.04.046 & Sec. 13.04.045

The utility is proposing to include more thorough descriptions of the primary voltage discount in the rate ordinance.

Key Changes:

1. More thorough definition of primary voltage service
2. Added description of transformer maintenance responsibilities of primary voltage customers.

RATE ORDINANCE CHANGES

Redundant Feed Provisions – Sec. 13.04.046

- The proposed ordinance clarifies that the Utility is not required to provide redundant electric infrastructure or backup service capacity to Very Large Commercial and Industrial (VLC&I) customers as part of standard electric service.
- Customers requiring enhanced reliability, including redundant feeders, transformers, substations, or other dedicated infrastructure, may obtain such facilities only through a separate agreement with the Utility and at the customer's expense.

Key Changes:

- Establishes that redundant electric infrastructure is not included in standard VLC&I service.
- Allows customers to request enhanced reliability infrastructure through a negotiated agreement.
- Requires customers to fund the full cost of any customer-specific redundant facilities.

RATE ORDINANCE CHANGES

Conditions for Capacity Guarantees – Sec. 13.04.046

The proposed ordinance establishes the conditions under which the Utility may reserve and commit future electric system capacity for Very Large Commercial and Industrial (VLC&I) customers. The purpose of these provisions is to ensure that capacity commitments are supported by enforceable agreements and financial commitments before utility resources are dedicated to a specific project.

Key Changes:

1. Describes the requirements which must be met prior to VLC&I customers receiving guaranteed future capacity, including:
   a. Execution of an Electric Service Agreement (ESA).
   b. Payment of all applicable Line Extension Application and related study fees.
   c. Agreement to a City-approved Contribution in Aid of Construction (CIAC) payment schedule, where applicable.
   d. Ongoing compliance with all required CIAC payments and other obligations established by the Utility.

RATE ORDINANCE CHANGES

Addition of VLC&I Clawback Provisions – Sec. 13.04.046

- The proposed ordinance establishes a capacity management framework that allows the Utility to reassess and reallocate reserved electric system capacity when a Very Large Commercial and Industrial (VLC&I) customer consistently fails to utilize the capacity that has been reserved on its behalf.
- The purpose of this provision is to ensure that limited feeder, substation, and distribution system capacity is used efficiently and remains available to support growth throughout the service territory.

Key Changes:

1. Authorizes the Utility to review reserved capacity that remains substantially underutilized for an extended period.
2. Allows the Utility to reduce, reclaim, or reallocate unused reserved capacity when warranted.
3. Enables feeder, substation, and other system capacity that is not being utilized to be made available for service to other customers.
4. Preserves the Utility's ability to manage system resources and respond to changing customer development schedules and load forecasts.

RATE ORDINANCE CHANGES

Requirement for VLC&I customers to use e-bill– Sec. 13.04.046

- The proposed ordinance requires Very Large Commercial and Industrial (VLC&I) customers to receive invoices electronically. This requirement is intended to improve billing efficiency, reduce invoice delivery delays, and support timely payment processing for large-load customers.
- Because VLC&I customers are subject to complex billing arrangements, significant monthly charges, and financial assurance requirements, electronic delivery provides a more reliable and auditable billing process.

Key Changes:

1. Requires VLC&I customers to enroll in and utilize electronic billing (e-billing).Establishes electronic delivery as the primary method for transmitting invoices and billing-related communications.

RATE ORDINANCE CHANGES

Specification of VLC&I Exit Fees – Sec. 13.04.046

The utility is proposing to include language in the rate ordinance which specifies all costs incurred by VLC&I customers when terminating their contract with the utility.

Exit costs include:

1. Any remaining account balance.
2. Net costs associated with unwinding any associated hedging transactions conducted on behalf of the customer.
3. The remaining portion of their TCOS and transformation bill from the previous 4CP
   a. Each summer, the utility is allocated a portion of the state-wide transmission costs based on their 4CP
   b. This cost is recovered over the following year
   c. When a VLC&I customer leaves the utility, they are obligated to pay out the remainder of their allocation of the transmission and transformation costs assigned to the utility on their behalf from the previous summer.

RATE ORDINANCE CHANGES

Large C&I Month-to-Month Rate

Background and Risk Exposure

- The utility reserves the right to require certain LC&I customers to enter in to an ESA.
- The utility's Energy Service Agreements (ESAs) contain contractual provisions that help manage credit, operational, and market risks.
- The utility is legally obligated to provide electric service to eligible customers within its service territory, regardless of whether they execute an ESA.
- Customers who refuse to execute an ESA present greater financial and operational risk.
  - ESAs require a binding energy forecast and collateral requirements
  - Customers without ESAs increase the utility's exposure to spot markets
- Staff believes customers who elect not to execute an ESA should bear the additional costs associated with that increased risk.

Proposed Risk Mitigation

- The utility engaged its rate consultant, NewGen Strategies and Solutions, to develop a Month-to-Month rate option for customers who do not execute an ESA.
- The Month-to-Month rate includes a higher energy charge to compensate for the additional risk associated with serving customers without signed ESAs.
- Proposed Month-to-Month Energy Charge: $0.08755/kWh
  - Standard Energy Charge (with ESA): $0.05430/kWh
  - Represents a $0.03325/kWh risk premium for customers without an ESA

LC&I RATE ORDINANCE CHANGES

Large C&I Month-to-Month Rate - Sec. 13.04.046

Staff Recommendations

1. Approve a LC&I Month-to-Month Energy Charge of $0.08755/kWh effective August 1, 2026.
   a. Currently $0.0543/kWh

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
Line Extension Policy Updates

SUGGESTED ACTION:
Presentation, discussion, and possible direction regarding proposed Electric Line Extension Policy updates -- Daniel Bethapudi, General Manager of Electric Utilities

ITEM SUMMARY:
Presentation and discussion of the proposed updates to the Electric Line Extension and Electric Meter Connect Policy are intended to improve cost recovery, enhance administrative efficiency, and better align the City's electric service application process with the increasing complexity of larger commercial and industrial service requests. The proposed revisions establish a standardized application fee of $9,312 per megawatt (MW) of requested connected load, rounded up to the nearest whole MW, for all new electric service requests. For projects requiring an Energy Service Agreement, as determined by the Electric Utility, an additional $56,400 application fee will be assessed to recover legal and project management costs associated with negotiating, reviewing, and administering these complex service agreements. The proposed amendments to the Electric Line Extension and Electric Meter Connect Policy and, if approved, will become effective August 1, 2026. Staff recommends approval of these updates to ensure application fees more accurately reflect the resources required to evaluate and process increasingly complex electric service requests while maintaining equitable cost recovery for existing utility customers.

FINANCIAL IMPACT:
The proposed policy update improves cost recovery by requiring applicants to pay fees that reflect the actual cost of processing electric service requests. Projects requiring an Energy Service Agreement will include an additional $56,400 fee to recover legal and project management costs, minimizing cost impacts to the Electric Utility and existing customers.

SUBMITTED BY:
Rene Bywater-Barajas, Electric Department

ATTACHMENTS:
Resolution_Line_Extension_Policy_Update_07.14.26 (1).pdf
LineExtension_Policy_July 2026_v3_clean.pdf
LineExtension_Policy_July 2026_v3 redlines.pdf
Presentation-Line Extension.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING THE ELECTRIC LINE EXTENSION AND ELECTRIC METERING POLICY; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City's policy is to collect 100% of the electric infrastructure costs as a result of requests for new service and service upgrades; and

WHEREAS, the City previously approved an Electric Line Extension and Electric Metering Policy ("Policy") ensuring the City's costs for said extensions are collected and enhance the City's ability to provide economic and reliable service to its customers on March 24, 2020, through Resolution No. 041420-AA; and

WHEREAS, the City amended the Policy on July 27, 2021 through Resolution No.072721-1, on February 22, 2022 through Resolution No. 022222-AI, and on January 24, 2023, through Resolution No. 012423-6.F; on September 12, 2023 through Resolution No. 091223-5.Q; February 27, 2024 through Resolution No. 022724-5.F; on June 10, 2025 through Resolution No. 061025-5.V; on October 28, 2025 through Resolution No. 102825-5.E; and on May 26, 2026 through Resolution No. 052626-6.C; and

WHEREAS, certain new requirements and fees are needed to ensure system safety, reliability, and full recovery of all costs incurred by the Utility and its substation service provider to provide the distribution and substation infrastructure necessary to serve customers, including but not limited to material, equipment, construction, engineering, consulting, legal, project management, administrative, and related overhead costs; and minor modifications to the language of the Policy will enhance understanding and provide clarification,; and

WHEREAS, the City finds it necessary to amend the Policy to add clarification and continue to collect 100% of the costs for electric infrastructure costs as a result of requests for new service and service upgrades.

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

Section 1. The meeting at which this resolution 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 resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. The Electric Line Extension and Electric Metering Policy is hereby updated as shown in Exhibit A.

Section 4. All resolutions that conflict with the provisions of this resolution are hereby repealed, and all other resolutions of the City not in conflict with the provisions of this resolution shall remain in full force and effect.

Section 5. If any provision of this resolution, 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 resolution, which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are hereby declared to be severable.

Section 6. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest. This resolution shall become effective and be in full force and effect on August 1, 2026, in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on the _____ day of _____, 2026

ATTEST:

_____
Robyn Densmore, City Secretary

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

Electric Line Extension and Electric Meter Connect Policy

Purpose:

The Electric Line Extension and Electric Metering Policy (Policy) establishes the basic conditions and requirements for adding electric infrastructure to serve new or modified service installations including new and additional load. This Electric Line Extension Policy shall apply only to those facilities that the Electric Utility will construct and maintain in order to provide electric service to its Customer. The electric utility will extend the electric service to an applicant in accordance with the following line extension provisions.

This Policy shall apply to all customers of the City of Georgetown's Electric Utility, both new and existing, who request or require modifications or extensions to the existing electric power system to meet their needs while maintaining overall system reliability and resiliency.

This Policy shall apply to the entire City of Georgetown's electric service territory, including Single, Double, or Triple Certified areas, as defined by the Public Utility Commission of Texas (PUCT) approved Certificate of Convenience and Necessity (CCN).

The City of Georgetown Electric Utility's policy is to recover all costs associated with line extensions and infrastructure additions, including substation and transmission infrastructure, distribution system upgrades, and retirements required to serve based on the line extension service application, customer load, and redundancy requirements.

The electric power infrastructure design and installation shall meet industry standards and regulations, follow the Electric Utility's engineering and construction standards, the Unified Development Code of the City of Georgetown, and the latest edition of the National Electric Safety Code (NESC) and National Electric Code (NEC).

The City of Georgetown will design, procure materials, and install electric distribution infrastructure based on a service request. If the service requires additional and/or upgraded substation and transmission infrastructure, the City will coordinate the associated studies, engineering, design, and installation of such infrastructure through the Transmission Service Provider (TSP). The substation and transmission infrastructure additions and upgrades may be installed and operated by other Transmission Service Providers.

Due to the complexity of designing and maintaining reliable electric power systems, this Policy cannot detail all the line extension issues the Electric Utility may encounter. The Electric Utility, at its sole discretion, shall determine the additional requirements and costs required to provide safe and reliable service to all its customers at its sole discretion and on a case-by-case basis.

Line Extension Process:

The line extension process for all the electric service requests shall follow the 4-step process outlined below.

Line Extension Application

Applicants shall submit a line extension application provided by the City of Georgetown and the required line extension application fee as outlined below.

For any service requests which require an Energy Service Agreement as determined by the Electric Utility, an additional $56,400 for legal and project management costs will be added to the application fee.

Service Request Type	Application Fee
Single Family service and upgrades • Single Lot Residential (single-family residential structure on a lot) • Small General Service (as defined in Code Sec. 13.04.020) • Commercial Tenant* • Existing Service upgrades under 1 MW	$ 431
Residential Subdivision Developments	$ 9,312
Multi-Family Developments	$ 9,312
Service requests for any service type up to 2 Megawatt (MW) of connected load rounded up to the nearest MW	$ 9,312/MW
Service requests greater than 2 MW up to less than 10 MW of connected load rounded up to the nearest MW	$ 9,312/MW
Service requests 10 MW up to less than 50 MW of connected load rounded up to the nearest MW and require an Energy Service Agreement as determined by the Electric Utility.	$ 9,312/MW+ $ 56,400 for legal and project management costs
All other requests	At cost, to be provided by the Electric Utility

* Typically, these are tenants who reside in a commercial building strip center.

The application fee is non-refundable. A line extension application shall be submitted on the required form and include the site development plan, construction plan, additional detailed electric load data, and any other information required by the Electric Utility.

Additional information is required for customer loads greater than 1 Megawatt (MW) of connected load, including but not limited to the load ramp-up schedule and projected 3-year load forecast.

All the required information shall be provided in the format prescribed by the City. The applicant is responsible for ensuring that the site development plan, construction plan, electric load data, and other customer requirements submitted are accurate and up to date, as any subsequent changes will result in additional engineering costs and line extension fees to the applicant.

Issuance of Initial Design, Cost Estimate and CONTRIBUTION IN AID OF CONSTRUCTION (CIAC):

Upon receipt of the application, the application fee, and the required information, the Electric Utility shall complete a detailed engineering analysis and design of the electric distribution, substation, and transmission infrastructure additions (if needed) required to serve the customer. This forms the basis for the cost estimate and the Contribution in aid of Construction. The utility's cost estimate is based on its current unit material and labor costs, labor cost adders, costs associated with third party vendors and consultants, costs associated with the procurement of real property rights, costs associated with securing all necessary approvals, taxes, interest charges, overheads and in accordance with the Utility's current Engineering and construction standards and specifications. Additional costs listed below are included in the line extension fees, if applicable. The Cost Estimate Letter, which the Electric Utility will send to the customer, provides a detailed breakdown of the Contribution in aid of Construction along with other requirements related to the customer's request.

The Cost Estimate may expire or be recalculated at the sole discretion of the Electric Utility. Any additional cost incurred by the Utility in excess of the cost estimate will be at the sole expense of the Applicant, and a final bill for all costs to complete the line extension will be presented to the customer upon completion of the line extension if required.

Processing times for initial design: The following are the typical processing times of the line extension application and the issuance of initial design and cost estimate letter:

Service Request Type	Processing Times
Single Family service and upgrades • Single Lot Residential (single-family residential structure on a lot) • Small General Service (as defined in Code Sec. 13.04.020) • Commercial Tenant* Existing Service upgrades under 1 MW	30 business days
Service requests for any service type up to 1 Megawatt (MW) of connected load	60 business days
Service requests for any customer type greater than 1 MW up to 25 MW of connected load	90 business days
All other requests	90 business days

Please note that the above-mentioned processing times will apply only upon receipt of the application, the application fee, and the required information in the required format.

The Applicant will be required to pay all costs per service location to extend electric service to the Point of Interconnection as a CIAC prior to construction.

Plant Investment Fee (PIF):

A non-refundable charge called Plant Investment Fee will be collected for extending the electric service to a new service location. This amount represents a contribution to the Utility's system cost associated with substation and electric distribution backbone facilities and is in addition to the Contribution in Aid of Construction amount. The PIF amount is updated at least annually. PIF rate is based on substation and distribution backbone capacity additions.

The Plant Investment Fee is assessed on a tiered structure proportional to a customer's demand on the system. Customers with greater capacity requirements place a higher burden on infrastructure and are therefore assessed a higher fee, ensuring that cost responsibility is equitably distributed in relation to each customer's proportionate use of and impact on the system.

- **Plant Investment Fee per Customer Class**The diversified service demand is discounted by 75% for single-family residential and multi-family residential.

Plant Investment Fee	Rate
Plant Investment Fee rate	$572/kW
Adjusted PIF*	$526/kW

*The Adjusted PIF is used in instances where a customer pays for a dedicated distribution feeder.

Customer requests that require dedicated substations and distribution feeder additions may be exempt from PIF at the sole discretion of the Electric Utility

The PIF for all other classes is a per kW rate and varies by service type.

Service Type	Plant Investment Fee*
Single Family Residential	$714/ dwelling unit
Multi-Family Residential	$429/dwelling unit
Small General Service	$143/kW
School Service	$286/kW
Municipal Service	$286/kW
Municipal Water & Wastewater Pumping	$572/kW
Large General Service	$286/kW
Commercial & Industrial Service	$429/kW
Large Commercial and Industrial Service	$572/kW
Very Large Commercial and Industrial	$572/kW
Electric Vehicle Charging Service	$572/kW

*based on PIF rate of $572/kW. Adjusted PIF rate will be substituted if appropriate on a case by case basis.

NO REFUND OF CONTRIBUTION IN AID OF CONSTRUCTION: Payments necessary for construction of facilities, including CIAC and PIF, are not refundable after construction.

The Electric Utility may require the Customer to provide and maintain financial security, equal to the amount of any cost for New Facilities, including but not limited to electric distribution substation and transmission infrastructure, in a form that is acceptable at the Electric Utility's sole discretion.

Electric service and any electric infrastructure additions will not be provided until the applicant has met all requirements within this policy for extension of service including, without limitation, routing, underground and overhead service requirements, if applicable, and paid any and all fees or charges associated with the provision of electric service including any outstanding balances due from another account or related account for provision of electric service at the property.

The Cost Estimate letter and the CIAC and the customer invoices will be valid for 30 days from the date of the letter. The Electric Utility reserves the right to recalculate the actual cost of the line extension if more than 30 days elapse from the time the most recent Cost Estimate Letter is presented to the Customer or in the case of extraordinary events that affect such costs by more than 10%.

Any changes to the site development plan, construction plan, electric load data, and other customer requirements after the Cost Estimate Letter is issued will result in additional engineering costs and potential changes in the line extension fees for which the applicant is responsible.

All costs used to generate the cost estimate shall be reviewed at least annually to adjust for changes in labor, material, and engineering costs required to provide standard electric distribution infrastructure at the service location. Any proposed per dwelling unit (residential single-family and residential multi-family) cost changes greater than 5% from the existing fee shall be presented to the City of Georgetown's City Council for approval.

Single Family Residential, including Detached Multi-family and Duplexes.

Residential developments requirements: To qualify for an extension pursuant to this section, the Applicant and the residential development for which the Applicant is requesting electric service must comply with the following provisions:

1. The development is plated and recorded in Williamson County with sites or lots for multiple prospective Applicants to be primarily used or developed for permanent Individual Private Dwelling(s) or Multi-Family Dwelling(s) or a preliminary plan approved by a municipality or county or other authority having jurisdiction for the purposes of sale, transfer, or residential development.
2. The development has been approved by all relevant governing agencies.
3. The Applicant will provide at no cost to the Utility:
   a) Easements granted on the City's standard easement forms approved by the City Attorney; for the Utility's construction, installation, maintenance, operation, replacement and/or repair of City Facilities in a form satisfactory to the Utility.

b) Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.) and notice of construction start dates and construction schedules that are reasonable and industry standard for the type of work to be performed.

c) Survey points for grades, lot corners, street right-of-way, and other locations reasonably necessary for installation of the electric system; and

d) An "Approved-for-Construction" Plan by a Municipality or county or other authority having jurisdiction.

4. The Electric Utility's point of interconnection/point of delivery for residential services is the meter pedestal.
5. The Utility is not and will not be obligated to provide designs or Development Cost estimate to an Applicant for a preliminary plan that has not been reviewed and approved by the applicable authority.
6. The Utility will determine the Development Cost Estimate for the electric facilities adequate to serve all prospective Individual Private Dwelling(s) or Multi-Family Dwelling(s) in the residential development.
7. The Applicant will bear all the cost of the facilities, required for the electric distribution system within the residential subdivision or development as determined in the Development Cost estimate and will pay such costs in advance of construction.
8. The Development Cost Calculation may expire or be re-calculated at the sole discretion of the Utility. Any additional cost incurred by the Utility in excess of the Development Cost Calculation will be at the sole expense of the Applicant, and a final bill for all costs to complete the line extension will be presented to the Applicant upon completion of the line extension if required.

Fee Per Dwelling Unit	$ 4,151*
Plant Investment Fee per dwelling unit	$ 714

*The Fee Per Dwelling Unit includes the applicable labor, material, and engineering costs required to provide standard electric distribution infrastructure and substation capacity needed at the service location. This includes but is not limited to the conductor, transformers, and metering equipment associated with the electric service. The additional costs (if applicable) are outlined in the Additional Costs and Requirements section below. The electric connect fees are separate from this Policy and are not included in the line extension fees.

Residential Multi-Family Development (Apartments)

Fee per multi-family unit	$ 1,018*
Plant Investment Fee per dwelling unit	$ 429

*The Fee per Multi-Family Unit includes the labor, material, and engineering costs required to provide standard electric distribution infrastructure and substation capacity needed at the service location. This includes but is not limited to the conductor, transformers, and metering equipment associated with the electric service. The additional costs (if applicable) are outlined in the Additional Costs and Requirements section below.

The electric connect fees (including the cost of the metering equipment) are in addition to the line extension fees. The connect Fees for multifamily developments shall be billed and collected along with the line extension fees.

All Other Service Requests

Line Extension fees for all other requests shall be based upon the detailed engineering analysis and design of electric distribution, substation, and transmission infrastructure required to serve the customer. They will include the labor, material, and engineering costs required to provide standard electric distribution infrastructure and substation capacity needed at the service location. This includes but is not limited to the conductor, transformers, metering equipment, and all other equipment associated with the electric service. The additional costs are outlined in the Additional Costs and Requirements section below.

The electric connect fees (including the cost of the metering equipment) for commercial requests shall be billed and collected along with the line extension fees.

Additional Costs and Requirements:

For all service request types, the following requirements and the associated costs will be included in the line extension fees and are the responsibility of the Applicant; Some of these requirements and costs may not apply to all service requests.

1. The extension and/or upgrade of three-phase electric power lines to serve new load.
2. The relocation and/or upgrade of existing underground or overhead electric facilities.
3. The substation and transmission infrastructure needed to serve the customer's load requirements. This includes right-of-way acquisition , easements, and any associated studies.
4. The retirement of existing and/or temporary electric infrastructure.
5. The Plant Investment Fee, a one-time charge that recovers costs associated with extending and upgrading the existing electrical infrastructure, including substation and distribution feeder capacity, to accommodate growth.
6. Installation and retirement of temporary power, including the installation of transformers for temporary power.
7. Additional permits required to serve the service location. (TxDOT, Railroad, environmental, etc.)
8. System protection devices necessitated by the developer/service request and/or required to meet the utility design guidelines and NESC.
9. Advanced Metering Infrastructure Costs.
10. Metering equipment.
11. Civil infrastructure (installed by developer/customer) installation inspection costs.
12. Streetlight infrastructure (installed by developer/customer) installation inspection costs.
13. Infrastructure verification costs. For multi-family installation, before installing the permanent meters, the developers must correctly label meter sockets with matching unit designations. This process shall be performed in the presence of City of Georgetown personnel.
14. Specialized power quality/power factor correction equipment required by the service request and/or required to meet the utility, NEC, and NESC design guidelines.
15. Dual feeds required by the developer/service request. In the case of a dual/redundant feed, the customer shall be required to pay the applicable monthly stand-by rate.

16. City shall have no obligation to provide redundant feeders, transformer redundancy, automatic transfer capability, alternate feeder supply, or service from another substation except pursuant to a request by the customer. The customer is responsible for all additional costs. .
17. Any requirements needed to comply with the electric utility's engineering and construction standards and the Unified Development Code of the City of Georgetown.
18. Costs associated with auxiliary service locations such as serving clubhouses, pumping loads, pools, signage, mail kiosks, etc.
19. Based on some customers' demands and energy usage, additional requirements may be necessary for service.
20. Any non-standard costs necessitated by the customer's/developer's service request.
21. The Electric Utility's ability to serve a customer is dependent on the availability of enough substation capacity. All applications for new service will be subject to substation capacity review. This review will determine if the capacity is available for the additional load presented by the line extension application.

Civil Infrastructure Responsibility for all requests:

The applicant is responsible for the complete installation and associated cost for civil infrastructure designed to support, protect, or convey electric equipment, such as, but not limited providing and installing all trenches and backfill, sectionalizing cabinets, conduit, transformer pads, and meter pedestal pads, concrete work associated with pad-mounted facilities, all conduit, vaults, and any and all other facilities deemed necessary by the Utility, adequate to serve the entire development.

The cost for Civil Infrastructure is not included in the cost estimate and is an obligation of the applicant.

Streetlights:

The Electric Utility will design the street lighting required for new subdivisions within its CCN. Street lighting designs outside the CCN, but within the Corporate City Limits of the City of Georgetown, will need to comply with the Georgetown Electric Utility design standards.

The developer at their cost is responsible for the trench and associated backfill, concrete work, secondary service conductors, and conduit in the foundations, poles, light fixtures, and secondary pull-boxes.

The developer is responsible for installing streetlights according to Section 12.06 (F) in the Design and Technical Standards of the Unified Development Code (UDC).

The cost for street light infrastructure (including the cost of installation) is not included in the cost estimate and is an obligation of the applicant.

The Applicant will be required to pay any costs as a CIAC prior to construction for any additional Utility infrastructure needed for street lighting.

Customer Invoicing and Issuance of Electric Utility Services Availability Letter

Projects that have not received cost estimates before the Policy Effective Date will be subject to rates and fees according to the new policy. Customers that have pending Cost Estimates have Net

30 days to pay the first invoice as specified in the Cost Acceptance Form. After the Net 30 day timeline, customers will fall under the new approved policy.

VLC&I customers applying for 10 + MW of capacity are not guaranteed capacity until both invoice 1 and invoice 2 are paid and the Electric Service Agreement (ESA) must be signed within 90 days of paying invoice 1. All payments from these customer types are non-refundable.

The Cost estimate letter which identifies the CIAC and PIF fees to be paid by the customer/applicant will be issued only when the customer/applicant agrees to the 90% design drawings.

The cost estimate will be broken down into two separate invoices for the following customer types.

I. Residential Subdivision
II. Multifamily
III. Large Commercial & Industrial
IV. Any Customer Type Greater than 1 MW

The cost estimate will be one invoice for the following customer types.

I. Single Lot Residential
II. Small General Service
III. Commercial Tenant (Tenant Finish Out within Strip Center)
IV. Existing Service Upgrades under 1MW
V. Pole Attachment Make Readies

Payment terms for all invoices will be Net 30 per invoice.

Invoice #1:

Pre-requisites: Written customer approval of 90% Design Drawings.

Invoice #1 to include the following cost items:

- Material costs for all 4 cost categories
- Engineering fees
- PIF Fees
- Advanced Metering Infrastructure costs (adders)
- System Protection Fee (if no Switchgear needed for the project)
- Power Factor Correction Fee
- Additional Permit Costs
- Street Light Study
- Other project Costs (if material costs are included)

Once full payment of Invoice #1 is received, a Letter of Serviceability is provided to the Customer.

Invoice #2:

Pre-requisites:

- Invoice # 1 is fully paid.
- Customer's Written approval of Final Design Drawings.
- Customer ready for Construction

Invoice #2 to include the following cost items:

- Direct labor costs from all 4 infrastructure categories.
- Engineering fees incurred after Invoice # 1 was issued
- Tree Trimming Costs
- Traffic Control Costs
- Additional Permit Costs (if applicable)
- Any revision costs (differences in materials and engineering)
- Inspection Costs
- Other project Costs (if labor costs are included and / or if needed based on the final design)

Within 30 days of issuing the Invoice # 1, the Electric Utility requires the full payment of the invoice before issuing the "Electric Utility Services Availability letter" that is required by the City of Georgetown's Planning Department for the approval of the construction plans/site development plans. No material procurement shall occur until Invoice # 1 is paid in full.The meter Connect Fees for multifamily and commercial developments shall be billed and collected in the invoices.

Due to the long lead times associated with electric distribution, substation, and transmission equipment (transformers, conductors, poles, specialized protective equipment, etc.), Invoice # 2 must be paid in full before the scheduled electric infrastructure installation date at a time determined by the Electric Utility.

Any design changes the applicant requests after issuing the "Electric Utility Services Availability letter" shall result in additional engineering costs and potential changes in the CIAC. The applicant must pay the actual engineering costs incurred due to the changes and the updated line extension fees.

Processing times for final and approved for construction design: The following are the typical processing times for the issuance of the final and approved for construction design:

Service Request Type	**Processing Times**
Single Family service and upgrades • Single Lot Residential (single-family residential structure on a lot) • Small General Service (as defined in Code Sec. 13.04.020) • Commercial Tenant*	30 business days

Existing Service upgrades under 1 MW	
Service requests for any service type up to 1 Megawatt (MW) of connected load	60 business days
Service requests for any customer type greater than 1 MW up to 25 MW of connected load	90 business days
All other requests	90 business days

Please note that the above-mentioned processing times will apply only upon receipt of the Invoice # 1 payment.

Payment of All Outstanding Fees

All outstanding CIAC, PIF fees, connect fees, and additional engineering costs (if applicable) shall be paid in full before the Electric Utility installs the electric distribution infrastructure. All outstanding fees shall be received no later than 30 days from issuing the invoices.

Electric Connect Fees. (Per Meter)

The following electric connect fees apply to all new services, temporary service for construction, service relocations, re-builds, upgrades, small general commercial building tenants, and conversions from overhead to underground and shall be paid by the applicant when requesting the electric service to be energized.

The Electrical Connect Fee is based on the City of Georgetown's cost to provide the metering equipment, the labor to install the metering equipment, the initial inspection of the meter, and related metering and engineering system updates.

1. Single Phase Power (for single-family and multi-family residential service): Fee assessed and payment due before any Building Permit is issued.

0-400 amps	$318Connect Fee
Greater than 400 amps	Actual Cost

2. Commercial Single-Phase or Three-Phase*: Fee assessed and payment due before any Building Permit is issued.

Commercial Connect Fee	Actual Cost

* Applicable to customers whose monthly peak demand exceeds 50 kW

3. Small General - Commercial Tenant*: Fee assessed and payment due before any Building Permit is issued. This fee is applicable to existing commercial buildings with existing infrastructure.

Small General Commercial Tenant	$1,230^

* Applicable to all commercial and general service consumers whose monthly peak demand for all uses is less than 50 kW. Typically, these are tenants who reside in a commercial building strip center.

^ Includes the labor and material for metering equipment and other system costs.
Connect Fees for multifamily developments and commercial developments shall be billed and collected along with the line extension fees.

Inactive Line Extension Applications: Line extension applications inactive for more than 6 months from the issuance of the cost estimate will be considered inactive. The cost estimate and the design will no longer be valid. Any subsequent requests for design updates shall treated as new requests. Applications for which the required fee has been paid but remain incomplete due to missing information, documentation, or applicant action for a period exceeding ninety (90) days may be deemed inactive and subject to cancellation at the City's discretion. In such cases, the application will be cancelled, and any subsequent request will be treated as a new application.

Inactive Projects and Refunds: Projects where the line extension fees have been paid but the project has not started within 12-months of payment will be considered inactive. The Electric Utility will refund fees net of all costs incurred by the utility. This provision can be extended at the utility's sole discretion.

A customer who has paid the line extension fees can request a refund of the paid fees. The Electric Utility will refund fees net of all costs incurred by the utility.

Access and Easements Requirements:

The Electric Utility requires that all new construction of primary voltage overhead and underground facilities be installed such that they are "truck accessible" both for construction and for any future maintenance or modification. As such, the infrastructure shall be installed at the front of the Customer's property or adjacent to a street, road, or other paved surface. The Electric Utility's standard transformer and meter pedestal installation is on the front lot line.

Rear lot line construction for new areas will only be permitted where there are paved alleys or other permanent roadways that are truck accessible.

The Electric Utility reserves the right to select or approve the route for construction of an Extension to serve an Applicant. In all cases infrastructure will be constructed in areas which, in the Electric Utility's sole determination, will permit ready access from public roads for personnel and equipment required for construction, operation, and maintenance purposes. Should the Applicant request a route differing from the one selected by the Electric Utility and if such route is acceptable to the Electric Utility, the route requested may be used provided the Applicant pays for all costs.

The Electric Utility may require additional clearance and access easements to ensure accessibility to maintain the infrastructure safely.

The customer must grant the City an easement on the City's standard easement form approved by the City Attorney. The Applicant grants the Electric Utility easement rights and acquires all necessary easements from adjacent landowners on a form acceptable to the Electric Utility for its facilities. All costs and expenses, if any, related to the acquisition of easements to serve the Applicant will be the responsibility of the Applicant, including the Electric Utility's costs and

expenses if the Electric Utility participates in the acquisition of the easements through condemnation proceedings; All **Easement Agreements** must be final and executed prior to the commencement of any work or construction by the Electric Utility.

The Electric Utility requires that customers adhere to the provisions of the applicable NEC, NESC, City of Georgetown Code and the Utility's construction specifications and Design Criteria Manual at the time of installation. All installations on the utility side of the point of service must be installed according to the Utility's construction standards, which contain the applicable construction standard for each installation. The electric infrastructure shall be designed, installed, and maintained in compliance with Section 13.06 of the Unified Development Code.

Where feasible, the Electric Utility will temporarily (or permanently) relocate distribution infrastructure at the Customer's expense. Relocation of distribution lines and associated equipment is performed pursuant to utility needs and operations, not at the request of a property owner/customer/developer, such as for the purpose of space or convenience. Electric Utility will not, at a property owner's request, temporarily or permanently relocate distribution lines from being on or adjacent to one property to being on or adjacent to another property without written consent of the property owner to which the distribution lines would be relocated adjacent to. Obtaining this written consent and easement is the responsibility of the property owner making the request.

Customers may request the removal of the Electric Utility owned facilities/infrastructure that are no longer in service; however, these facilities may be removed at the sole discretion of the Electric Utility, taking into account the current or future usefulness of the infrastructure. If deemed appropriate, the facilities may be removed at cost to the **Customer**.

If a **Developer** requests a modification to an existing development or **Subdivision** for the purpose of changing its present configuration or load requirements, the **Developer** shall be required to pay all costs required to accommodate the changes.

Any **Customer** requesting changes to existing Electric Utility's facilities will pay the full costs including but not limited to engineering studies, construction, relocation and removal of infrastructure as **CIAC**.

The Electric Utility will exercise prudent judgement in determining the conditions under which a specific line extension will be made for an Applicant with a load greater than 10 MW. This may include, but is not limited to, CIAC, contract minimums, service specifications, and/or other contract terms, arrangements, or conditions deemed reasonable by the City.

Primary Voltage Service:

A customer can request a primary level service wherein the Electric Utility is delivering service to the service location at primary level voltage at the Applicant's Service location. The following requirements will apply:

- The Applicant will procure, at the sole expense of the Applicant, all facilities and equipment, including but not limited to transformers, poles, and conductors required to take electric service at primary level voltage as required by the Electric Utility's most current design standards and specifications.
- The Applicant owns and maintains all facilities located beyond the Point of Interconnection and the Electric Utility will not perform work at any point past the Point of Interconnection.

- The costs for any upgrade, addition, or change in configuration to existing customer-owned or Electric Utility's Facilities will be at the sole expense of the Applicant and in accordance with the Electric Utility's policies and rate ordinances. This includes upgrades, additions, or changes required by Electric Utility to maintain the Electric Utility's Delivery System and to continue to provide service at primary level voltage.
- All customer-owned facilities must be tagged and visually identified as property of the customer.
- The Applicant must agree to provide an as-built facilities sheet to the Electric Utility within thirty (30) days of completed construction.
- The Applicant must agree to notify the Electric Utility in writing of any new load and/or facilities additions for the Electric Utility to assess existing facilities capacity and conduct any engineering studies required to serve the new load.
- All Customer-owned installations must be in accordance with the latest version of National Electric Safety Code (NESC) and NEC standards.
- The Electric Utility reserves the right to deny Primary Level Service to an Applicant if the Electric Utility in its sole discretion determines such service may have an adverse impact on the Electric Utility's Delivery System or service provided to other customers.

Version History:

1. Original Version: March 24, 2020
2. Update #1: July 27, 2021
3. Update #2: February 22, 2022
4. Update #3: January 24, 2023
5. Update #4: September 12, 2023.
6. Update #5: February 27, 2024
7. Update #6: June 10, 2025
8. Update #7: October 28, 2025
9. Update #8: May 26, 2026
10. Update #9 (this update): July 14, 2026

Electric Line Extension and Electric Meter Connect Policy

Purpose:

The Electric Line Extension and Electric Metering Policy (Policy) establishes the basic conditions and requirements for adding electric infrastructure to serve new or modified service installations including new and additional load. This Electric Line Extension Policy shall apply only to those facilities that the Electric Utility will construct and maintain in order to provide electric service to its Customer. The electric utility will extend the electric service to an applicant in accordance with the following line extension provisions.

This Policy shall apply to all customers of the City of Georgetown's Electric Utility, both new and existing, who request or require modifications or extensions to the existing electric power system to meet their needs while maintaining overall system reliability and resiliency.

This Policy shall apply to the entire City of Georgetown's electric service territory, including Single, Double, or Triple Certified areas, as defined by the Public Utility Commission of Texas (PUCT) approved Certificate of Convenience and Necessity (CCN).

The City of Georgetown Electric Utility's policy is to recover all costs associated with line extensions and infrastructure additions, including substation and transmission infrastructure, distribution system upgrades, and retirements required to serve based on the line extension service application, customer load, and redundancy requirements.

The electric power infrastructure design and installation shall meet industry standards and regulations, follow the Electric Utility's engineering and construction standards, the Unified Development Code of the City of Georgetown, and the latest edition of the National Electric Safety Code (NESC) and National Electric Code (NEC).

The City of Georgetown will design, procure materials, and install electric distribution infrastructure based on a service request. If the service requires additional and/or upgraded substation and transmission infrastructure, the City will coordinate the associated studies, engineering, design, and installation of such infrastructure through the Transmission Service Provider (TSP). The substation and transmission infrastructure additions and upgrades may be installed and operated by other Transmission Service Providers.

Due to the complexity of designing and maintaining reliable electric power systems, this Policy cannot detail all the line extension issues the Electric Utility may encounter. The Electric Utility, at its sole discretion, shall determine the additional requirements and costs required to provide safe and reliable service to all its customers at its sole discretion and on a case-by-case basis.

Line Extension Process:

The line extension process for all the electric service requests shall follow the 4-step process outlined below.

Line Extension Application

Applicants shall submit a line extension application provided by the City of Georgetown and the required line extension application fee as outlined below.

For any service requests which require an Energy Service Agreement as determined by the Electric Utility, an additional $56,400 for legal and project management costs will be added to the application fee.

Service Request Type	Application Fee
Single Family service and upgrades • Single Lot Residential (single-family residential structure on a lot) • Small General Service (as defined in Code Sec. 13.04.020) • Commercial Tenant* • Existing Service upgrades under 1 MW	$ 431
Residential Subdivision Developments	$ 9,312
Multi-Family Developments	$ 9,312
Service requests for any service type up to 2 Megawatt (MW) of connected load rounded up to the nearest MW	$ 9,312/MW
Service requests greater than 2 MW up to less than 10 MW of connected load rounded up to the nearest MW	$ 9,312/MW
Service requests 10 MW up to less than 50 MW of connected load rounded up to the nearest MW and require an Energy Service Agreement as determined by the Electric Utility.	$ 9,312/MW+ $ 56,400 for legal and project management costs
All other requests	At cost, to be provided by the Electric Utility

* Typically, these are tenants who reside in a commercial building strip center.

The application fee is non-refundable. A line extension application shall be submitted on the required form and include the site development plan, construction plan, additional detailed electric load data, and any other information required by the Electric Utility.

Additional information is required for customer loads greater than 1 Megawatt (MW) of connected load, including but not limited to the load ramp-up schedule and projected 3-year load forecast.

All the required information shall be provided in the format prescribed by the City. The applicant is responsible for ensuring that the site development plan, construction plan, electric load data, and other customer requirements submitted are accurate and up to date, as any subsequent changes will result in additional engineering costs and line extension fees to the applicant.

Issuance of Initial Design, Cost Estimate and CONTRIBUTION IN AID OF CONSTRUCTION (CIAC):

Upon receipt of the application, the application fee, and the required information, the Electric Utility shall complete a detailed engineering analysis and design of the electric distribution, substation, and transmission infrastructure additions (if needed) required to serve the customer. This forms the basis for the cost estimate and the Contribution in aid of Construction. The utility's cost estimate is based on its current unit material and labor costs, labor cost adders, costs associated with third party vendors and consultants, costs associated with the procurement of real property rights, costs associated with securing all necessary approvals, taxes, interest charges, overheads and in accordance with the Utility's current Engineering and construction standards and specifications. Additional costs listed below are included in the line extension fees, if applicable. The Cost Estimate Letter, which the Electric Utility will send to the customer, provides a detailed breakdown of the Contribution in aid of Construction along with other requirements related to the customer's request.

The Cost Estimate may expire or be recalculated at the sole discretion of the Electric Utility. Any additional cost incurred by the Utility in excess of the cost estimate will be at the sole expense of the Applicant, and a final bill for all costs to complete the line extension will be presented to the customer upon completion of the line extension if required.

Processing times for initial design: The following are the typical processing times of the line extension application and the issuance of initial design and cost estimate letter:

Service Request Type	Processing Times
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Service requests for any service type up to 1 Megawatt (MW) of connected load	60 business days
Service requests for any customer type greater than 1 MW up to 25 MW of connected load	90 business days
All other requests	90 business days

Please note that the above-mentioned processing times will apply only upon receipt of the application, the application fee, and the required information in the required format.

The Applicant will be required to pay all costs per service location to extend electric service to the Point of Interconnection as a CIAC prior to construction.

Plant Investment Fee (PIF):

A non-refundable charge called Plant Investment Fee will be collected for extending the electric service to a new service location. This amount represents a contribution to the Utility's system cost associated with substation and electric distribution backbone facilities and is in addition to the Contribution in Aid of Construction amount. The PIF amount is updated at least annually. PIF rate is based on substation and distribution backbone capacity additions.

The Plant Investment Fee is assessed on a tiered structure proportional to a customer's demand on the system. Customers with greater capacity requirements place a higher burden on infrastructure and are therefore assessed a higher fee, ensuring that cost responsibility is equitably distributed in relation to each customer's proportionate use of and impact on the system.

- **Plant Investment Fee per Customer Class**The diversified service demand is discounted by 75% for single-family residential and multi-family residential.

Plant Investment Fee	Rate
Plant Investment Fee rate	$572/kW
Adjusted PIF*	$526/kW

*The Adjusted PIF is used in instances where a customer pays for a dedicated distribution feeder.

Customer requests that require dedicated substations and distribution feeder additions may be exempt from PIF at the sole discretion of the Electric Utility

The PIF for all other classes is a per kW rate and varies by service type.

Service Type	Plant Investment Fee*
Single Family Residential	$714/ dwelling unit
Multi-Family Residential	$429/dwelling unit
Small General Service	$143/kW
School Service	$286/kW
Municipal Service	$286/kW
Municipal Water & Wastewater Pumping	$572/kW
Large General Service	$286/kW
Commercial & Industrial Service	$429/kW
Large Commercial and Industrial Service	$572/kW
Very Large Commercial and Industrial	$572/kW
Electric Vehicle Charging Service	$572/kW

*based on PIF rate of $572/kW. Adjusted PIF rate will be substituted if appropriate on a case by case basis.

NO REFUND OF CONTRIBUTION IN AID OF CONSTRUCTION: Payments necessary for construction of facilities, including CIAC and PIF, are not refundable after construction.

The Electric Utility may require the Customer to provide and maintain financial security, equal to the amount of any cost for New Facilities, including but not limited to electric distribution substation and transmission infrastructure, in a form that is acceptable at the Electric Utility's sole discretion.

Electric service and any electric infrastructure additions will not be provided until the applicant has met all requirements within this policy for extension of service including, without limitation, routing, underground and overhead service requirements, if applicable, and paid any and all fees or charges associated with the provision of electric service including any outstanding balances due from another account or related account for provision of electric service at the property.

The Cost Estimate letter and the CIAC and the customer invoices will be valid for 30 days from the date of the letter. The Electric Utility reserves the right to recalculate the actual cost of the line extension if more than 30 days elapse from the time the most recent Cost Estimate Letter is presented to the Customer or in the case of extraordinary events that affect such costs by more than 10%.

Any changes to the site development plan, construction plan, electric load data, and other customer requirements after the Cost Estimate Letter is issued will result in additional engineering costs and potential changes in the line extension fees for which the applicant is responsible.

All costs used to generate the cost estimate shall be reviewed at least annually to adjust for changes in labor, material, and engineering costs required to provide standard electric distribution infrastructure at the service location. Any proposed per dwelling unit (residential single-family and residential multi-family) cost changes greater than 5% from the existing fee shall be presented to the City of Georgetown's City Council for approval.

Single Family Residential, including Detached Multi-family and Duplexes.

Residential developments requirements: To qualify for an extension pursuant to this section, the Applicant and the residential development for which the Applicant is requesting electric service must comply with the following provisions:

1. The development is plated and recorded in Williamson County with sites or lots for multiple prospective Applicants to be primarily used or developed for permanent Individual Private Dwelling(s) or Multi-Family Dwelling(s) or a preliminary plan approved by a municipality or county or other authority having jurisdiction for the purposes of sale, transfer, or residential development.
2. The development has been approved by all relevant governing agencies.
3. The Applicant will provide at no cost to the Utility:
   a) Easements granted on the City's standard easement forms approved by the City Attorney; for the Utility's construction, installation, maintenance, operation, replacement and/or repair of City Facilities in a form satisfactory to the Utility.

b) Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.) and notice of construction start dates and construction schedules that are reasonable and industry standard for the type of work to be performed.

c) Survey points for grades, lot corners, street right-of-way, and other locations reasonably necessary for installation of the electric system; and

d) An "Approved-for-Construction" Plan by a Municipality or county or other authority having jurisdiction.

4. The Electric Utility's point of interconnection/point of delivery for residential services is the meter pedestal.
5. The Utility is not and will not be obligated to provide designs or Development Cost estimate to an Applicant for a preliminary plan that has not been reviewed and approved by the applicable authority.
6. The Utility will determine the Development Cost Estimate for the electric facilities adequate to serve all prospective Individual Private Dwelling(s) or Multi-Family Dwelling(s) in the residential development.
7. The Applicant will bear all the cost of the facilities, required for the electric distribution system within the residential subdivision or development as determined in the Development Cost estimate and will pay such costs in advance of construction.
8. The Development Cost Calculation may expire or be re-calculated at the sole discretion of the Utility. Any additional cost incurred by the Utility in excess of the Development Cost Calculation will be at the sole expense of the Applicant, and a final bill for all costs to complete the line extension will be presented to the Applicant upon completion of the line extension if required.

Fee Per Dwelling Unit	$ 4,151*
Plant Investment Fee per dwelling unit	$ 714

*The Fee Per Dwelling Unit includes the applicable labor, material, and engineering costs required to provide standard electric distribution infrastructure and substation capacity needed at the service location. This includes but is not limited to the conductor, transformers, and metering equipment associated with the electric service. The additional costs (if applicable) are outlined in the Additional Costs and Requirements section below. The electric connect fees are separate from this Policy and are not included in the line extension fees.

Residential Multi-Family Development (Apartments)

Fee per multi-family unit	$ 1,018*
Plant Investment Fee per dwelling unit	$ 429

*The Fee per Multi-Family Unit includes the labor, material, and engineering costs required to provide standard electric distribution infrastructure and substation capacity needed at the service location. This includes but is not limited to the conductor, transformers, and metering equipment associated with the electric service. The additional costs (if applicable) are outlined in the Additional Costs and Requirements section below.

The electric connect fees (including the cost of the metering equipment) are in addition to the line extension fees. The connect Fees for multifamily developments shall be billed and collected along with the line extension fees.

All Other Service Requests

Line Extension fees for all other requests shall be based upon the detailed engineering analysis and design of electric distribution, substation, and transmission infrastructure required to serve the customer. They will include the labor, material, and engineering costs required to provide standard electric distribution infrastructure and substation capacity needed at the service location. This includes but is not limited to the conductor, transformers, metering equipment, and all other equipment associated with the electric service. The additional costs are outlined in the Additional Costs and Requirements section below.

The electric connect fees (including the cost of the metering equipment) for commercial requests shall be billed and collected along with the line extension fees.

Additional Costs and Requirements:

For all service request types, the following requirements and the associated costs will be included in the line extension fees and are the responsibility of the Applicant; Some of these requirements and costs may not apply to all service requests.

1. The extension and/or upgrade of three-phase electric power lines to serve new load.
2. The relocation and/or upgrade of existing underground or overhead electric facilities.
3. The substation and transmission infrastructure needed to serve the customer's load requirements. This includes right-of-way acquisition , easements, and any associated studies.
4. The retirement of existing and/or temporary electric infrastructure.
5. The Plant Investment Fee, a one-time charge that recovers costs associated with extending and upgrading the existing electrical infrastructure, including substation and distribution feeder capacity, to accommodate growth.
6. Installation and retirement of temporary power, including the installation of transformers for temporary power.
7. Additional permits required to serve the service location. (TxDOT, Railroad, environmental, etc.)
8. System protection devices necessitated by the developer/service request and/or required to meet the utility design guidelines and NESC.
9. Advanced Metering Infrastructure Costs.
10. Metering equipment.
11. Civil infrastructure (installed by developer/customer) installation inspection costs.
12. Streetlight infrastructure (installed by developer/customer) installation inspection costs.
13. Infrastructure verification costs. For multi-family installation, before installing the permanent meters, the developers must correctly label meter sockets with matching unit designations. This process shall be performed in the presence of City of Georgetown personnel.
14. Specialized power quality/power factor correction equipment required by the service request and/or required to meet the utility, NEC, and NESC design guidelines.
15. Dual feeds required by the developer/service request. In the case of a dual/redundant feed, the customer shall be required to pay the applicable monthly stand-by rate.

16. City shall have no obligation to provide redundant feeders, transformer redundancy, automatic transfer capability, alternate feeder supply, or service from another substation except pursuant to a request by the customer. The customer is responsible for all additional costs. .
17. Any requirements needed to comply with the electric utility's engineering and construction standards and the Unified Development Code of the City of Georgetown.
18. Costs associated with auxiliary service locations such as serving clubhouses, pumping loads, pools, signage, mail kiosks, etc.
19. Based on some customers' demands and energy usage, additional requirements may be necessary for service.
20. Any non-standard costs necessitated by the customer's/developer's service request.
21. The Electric Utility's ability to serve a customer is dependent on the availability of enough substation capacity. All applications for new service will be subject to substation capacity review. This review will determine if the capacity is available for the additional load presented by the line extension application.

Civil Infrastructure Responsibility for all requests:

The applicant is responsible for the complete installation and associated cost for civil infrastructure designed to support, protect, or convey electric equipment, such as, but not limited providing and installing all trenches and backfill, sectionalizing cabinets, conduit, transformer pads, and meter pedestal pads, concrete work associated with pad-mounted facilities, all conduit, vaults, and any and all other facilities deemed necessary by the Utility, adequate to serve the entire development.

The cost for Civil Infrastructure is not included in the cost estimate and is an obligation of the applicant.

Streetlights:

The Electric Utility will design the street lighting required for new subdivisions within its CCN. Street lighting designs outside the CCN, but within the Corporate City Limits of the City of Georgetown, will need to comply with the Georgetown Electric Utility design standards.

The developer at their cost is responsible for the trench and associated backfill, concrete work, secondary service conductors, and conduit in the foundations, poles, light fixtures, and secondary pull-boxes.

The developer is responsible for installing streetlights according to Section 12.06 (F) in the Design and Technical Standards of the Unified Development Code (UDC).

The cost for street light infrastructure (including the cost of installation) is not included in the cost estimate and is an obligation of the applicant.

The Applicant will be required to pay any costs as a CIAC prior to construction for any additional Utility infrastructure needed for street lighting.

Customer Invoicing and Issuance of Electric Utility Services Availability Letter

Projects that have not received cost estimates before the Policy Effective Date will be subject to rates and fees according to the new policy. Customers that have pending Cost Estimates have Net

30 days to pay the first invoice as specified in the Cost Acceptance Form. After the Net 30 day timeline, customers will fall under the new approved policy.

VLC&I customers applying for 10 + MW of capacity are not guaranteed capacity until both invoice 1 and invoice 2 are paid and the Electric Service Agreement (ESA) must be signed within 90 days of paying invoice 1. All payments from these customer types are non-refundable.

The Cost estimate letter which identifies the CIAC and PIF fees to be paid by the customer/applicant will be issued only when the customer/applicant agrees to the 90% design drawings.

The cost estimate will be broken down into two separate invoices for the following customer types.

I. Residential Subdivision
II. Multifamily
III. Large Commercial & Industrial
IV. Any Customer Type Greater than 1 MW

The cost estimate will be one invoice for the following customer types.

I. Single Lot Residential
II. Small General Service
III. Commercial Tenant (Tenant Finish Out within Strip Center)
IV. Existing Service Upgrades under 1MW
V. Pole Attachment Make Readies

Payment terms for all invoices will be Net 30 per invoice.

Invoice #1:

Pre-requisites: Written customer approval of 90% Design Drawings.

Invoice #1 to include the following cost items:

- Material costs for all 4 cost categories
- Engineering fees
- PIF Fees
- Advanced Metering Infrastructure costs (adders)
- System Protection Fee (if no Switchgear needed for the project)
- Power Factor Correction Fee
- Additional Permit Costs
- Street Light Study
- Other project Costs (if material costs are included)

Once full payment of Invoice #1 is received, a Letter of Serviceability is provided to the Customer.

Invoice #2:

Pre-requisites:

- Invoice # 1 is fully paid.
- Customer's Written approval of Final Design Drawings.
- Customer ready for Construction

Invoice #2 to include the following cost items:

- Direct labor costs from all 4 infrastructure categories.
- Engineering fees incurred after Invoice # 1 was issued
- Tree Trimming Costs
- Traffic Control Costs
- Additional Permit Costs (if applicable)
- Any revision costs (differences in materials and engineering)
- Inspection Costs
- Other project Costs (if labor costs are included and / or if needed based on the final design)

Within 30 days of issuing the Invoice # 1, the Electric Utility requires the full payment of the invoice before issuing the "Electric Utility Services Availability letter" that is required by the City of Georgetown's Planning Department for the approval of the construction plans/site development plans. No material procurement shall occur until Invoice # 1 is paid in full.The meter Connect Fees for multifamily and commercial developments shall be billed and collected in the invoices.

Due to the long lead times associated with electric distribution, substation, and transmission equipment (transformers, conductors, poles, specialized protective equipment, etc.), Invoice # 2 must be paid in full before the scheduled electric infrastructure installation date at a time determined by the Electric Utility.

Any design changes the applicant requests after issuing the "Electric Utility Services Availability letter" shall result in additional engineering costs and potential changes in the CIAC. The applicant must pay the actual engineering costs incurred due to the changes and the updated line extension fees.

Processing times for final and approved for construction design: The following are the typical processing times for the issuance of the final and approved for construction design:

Service Request Type	**Processing Times**
Single Family service and upgrades • Single Lot Residential (single-family residential structure on a lot) • Small General Service (as defined in Code Sec. 13.04.020) • Commercial Tenant*	30 business days

Existing Service upgrades under 1 MW	
Service requests for any service type up to 1 Megawatt (MW) of connected load	60 business days
Service requests for any customer type greater than 1 MW up to 25 MW of connected load	90 business days
All other requests	90 business days

Please note that the above-mentioned processing times will apply only upon receipt of the Invoice # 1 payment.

Payment of All Outstanding Fees

All outstanding CIAC, PIF fees, connect fees, and additional engineering costs (if applicable) shall be paid in full before the Electric Utility installs the electric distribution infrastructure. All outstanding fees shall be received no later than 30 days from issuing the invoices.

Electric Connect Fees. (Per Meter)

The following electric connect fees apply to all new services, temporary service for construction, service relocations, re-builds, upgrades, small general commercial building tenants, and conversions from overhead to underground and shall be paid by the applicant when requesting the electric service to be energized.

The Electrical Connect Fee is based on the City of Georgetown's cost to provide the metering equipment, the labor to install the metering equipment, the initial inspection of the meter, and related metering and engineering system updates.

1. Single Phase Power (for single-family and multi-family residential service): Fee assessed and payment due before any Building Permit is issued.

0-400 amps	$318Connect Fee
Greater than 400 amps	Actual Cost

2. Commercial Single-Phase or Three-Phase*: Fee assessed and payment due before any Building Permit is issued.

Commercial Connect Fee	Actual Cost

* Applicable to customers whose monthly peak demand exceeds 50 kW

3. Small General - Commercial Tenant*: Fee assessed and payment due before any Building Permit is issued. This fee is applicable to existing commercial buildings with existing infrastructure.

Small General Commercial Tenant	$1,230^

* Applicable to all commercial and general service consumers whose monthly peak demand for all uses is less than 50 kW. Typically, these are tenants who reside in a commercial building strip center.

^ Includes the labor and material for metering equipment and other system costs.
Connect Fees for multifamily developments and commercial developments shall be billed and collected along with the line extension fees.

Inactive Line Extension Applications: Line extension applications inactive for more than 6 months from the issuance of the cost estimate will be considered inactive. The cost estimate and the design will no longer be valid. Any subsequent requests for design updates shall treated as new requests. Applications for which the required fee has been paid but remain incomplete due to missing information, documentation, or applicant action for a period exceeding ninety (90) days may be deemed inactive and subject to cancellation at the City's discretion. In such cases, the application will be cancelled, and any subsequent request will be treated as a new application.

Inactive Projects and Refunds: Projects where the line extension fees have been paid but the project has not started within 12-months of payment will be considered inactive. The Electric Utility will refund fees net of all costs incurred by the utility. This provision can be extended at the utility's sole discretion.

A customer who has paid the line extension fees can request a refund of the paid fees. The Electric Utility will refund fees net of all costs incurred by the utility.

Access and Easements Requirements:

The Electric Utility requires that all new construction of primary voltage overhead and underground facilities be installed such that they are "truck accessible" both for construction and for any future maintenance or modification. As such, the infrastructure shall be installed at the front of the Customer's property or adjacent to a street, road, or other paved surface. The Electric Utility's standard transformer and meter pedestal installation is on the front lot line.

Rear lot line construction for new areas will only be permitted where there are paved alleys or other permanent roadways that are truck accessible.

The Electric Utility reserves the right to select or approve the route for construction of an Extension to serve an Applicant. In all cases infrastructure will be constructed in areas which, in the Electric Utility's sole determination, will permit ready access from public roads for personnel and equipment required for construction, operation, and maintenance purposes. Should the Applicant request a route differing from the one selected by the Electric Utility and if such route is acceptable to the Electric Utility, the route requested may be used provided the Applicant pays for all costs.

The Electric Utility may require additional clearance and access easements to ensure accessibility to maintain the infrastructure safely.

The customer must grant the City an easement on the City's standard easement form approved by the City Attorney. The Applicant grants the Electric Utility easement rights and acquires all necessary easements from adjacent landowners on a form acceptable to the Electric Utility for its facilities. All costs and expenses, if any, related to the acquisition of easements to serve the Applicant will be the responsibility of the Applicant, including the Electric Utility's costs and

expenses if the Electric Utility participates in the acquisition of the easements through condemnation proceedings; All **Easement Agreements** must be final and executed prior to the commencement of any work or construction by the Electric Utility.

The Electric Utility requires that customers adhere to the provisions of the applicable NEC, NESC, City of Georgetown Code and the Utility's construction specifications and Design Criteria Manual at the time of installation. All installations on the utility side of the point of service must be installed according to the Utility's construction standards, which contain the applicable construction standard for each installation. The electric infrastructure shall be designed, installed, and maintained in compliance with Section 13.06 of the Unified Development Code.

Where feasible, the Electric Utility will temporarily (or permanently) relocate distribution infrastructure at the Customer's expense. Relocation of distribution lines and associated equipment is performed pursuant to utility needs and operations, not at the request of a property owner/customer/developer, such as for the purpose of space or convenience. Electric Utility will not, at a property owner's request, temporarily or permanently relocate distribution lines from being on or adjacent to one property to being on or adjacent to another property without written consent of the property owner to which the distribution lines would be relocated adjacent to. Obtaining this written consent and easement is the responsibility of the property owner making the request.

Customers may request the removal of the Electric Utility owned facilities/infrastructure that are no longer in service; however, these facilities may be removed at the sole discretion of the Electric Utility, taking into account the current or future usefulness of the infrastructure. If deemed appropriate, the facilities may be removed at cost to the **Customer**.

If a **Developer** requests a modification to an existing development or **Subdivision** for the purpose of changing its present configuration or load requirements, the **Developer** shall be required to pay all costs required to accommodate the changes.

Any **Customer** requesting changes to existing Electric Utility's facilities will pay the full costs including but not limited to engineering studies, construction, relocation and removal of infrastructure as **CIAC**.

The Electric Utility will exercise prudent judgement in determining the conditions under which a specific line extension will be made for an Applicant with a load greater than 10 MW. This may include, but is not limited to, CIAC, contract minimums, service specifications, and/or other contract terms, arrangements, or conditions deemed reasonable by the City.

Primary Voltage Service:

A customer can request a primary level service wherein the Electric Utility is delivering service to the service location at primary level voltage at the Applicant's Service location. The following requirements will apply:

- The Applicant will procure, at the sole expense of the Applicant, all facilities and equipment, including but not limited to transformers, poles, and conductors required to take electric service at primary level voltage as required by the Electric Utility's most current design standards and specifications.
- The Applicant owns and maintains all facilities located beyond the Point of Interconnection and the Electric Utility will not perform work at any point past the Point of Interconnection.

- The costs for any upgrade, addition, or change in configuration to existing customer-owned or Electric Utility's Facilities will be at the sole expense of the Applicant and in accordance with the Electric Utility's policies and rate ordinances. This includes upgrades, additions, or changes required by Electric Utility to maintain the Electric Utility's Delivery System and to continue to provide service at primary level voltage.
- All customer-owned facilities must be tagged and visually identified as property of the customer.
- The Applicant must agree to provide an as-built facilities sheet to the Electric Utility within thirty (30) days of completed construction.
- The Applicant must agree to notify the Electric Utility in writing of any new load and/or facilities additions for the Electric Utility to assess existing facilities capacity and conduct any engineering studies required to serve the new load.
- All Customer-owned installations must be in accordance with the latest version of National Electric Safety Code (NESC) and NEC standards.
- The Electric Utility reserves the right to deny Primary Level Service to an Applicant if the Electric Utility in its sole discretion determines such service may have an adverse impact on the Electric Utility's Delivery System or service provided to other customers.

Version History:

1. Original Version: March 24, 2020
2. Update #1: July 27, 2021
3. Update #2: February 22, 2022
4. Update #3: January 24, 2023
5. Update #4: September 12, 2023.
6. Update #5: February 27, 2024
7. Update #6: June 10, 2025
8. Update #7: October 28, 2025
9. Update #8: May 26, 2026
10. Update #9 (this update): July 14, 2026

Electric Line Extension Policy Update

JULY 14, 2026

GEORGETOWN TEXAS

POLICY BACKGROUND

1. Initial policy was adopted on March 24, 2020, and is updated annually
2. Outlines the cost recovery process for new electric infrastructure additions/upgrades/replacements and retirements driven by customer requests
3. Cost recovery through the line extension policy is important, if not, these costs have to be recovered through retail rates
4. Any proposed changes in per dwelling costs (single family and multi-family) greater than 5% shall be approved by the City of Georgetown's City Council
5. The policy should be updated at least annually
6. The City Council approved the policy on 5/26/2026.
7. Staff has identified an additional update to better align cost recovery efforts.

FY2026 RECOMMENDED FEE CHANGES –
July Amendment

Line Extension Application Fee Changes			
Service Type	**2025 (existing)**	**2026 (proposed)**	**Changes**
Single Family Service and upgrades/ Commercial Tenant Finish Out	$500	$431	$(69)
Residential Subdivision Developments	$8,800	$9,312	$512
Multi-family Developments	$8,800	$9,312	$512
Service requests for any service type up to 2 Megawatt (MW) of connected load	$8,800	$9,312	$512
Service requests greater than 2 MW up to less than 10 MW of connected load rounded up to the nearest MW for each MW above the initial 1 MW	$8,800 for initial MW + $4,400/MW	**$9,312/MW**	**$512 for initial MW, $4,912/Additional MW**
Service requests 10 MW up to less than 50 MW of connected load rounded up to the nearest MW for each MW above the initial 1 MW or other service requests which require an Energy Service Agreement as determined by the Electric Utility.	$8,800 for initial MW + $4,400/MW + $50,000 for legal and project management costs	**$9,312/MW + $56,400 for legal and project management costs**	**$512 for initial MW, $4,912/ Additional MW, $6,400 legal/project mgmt**
All other requests	At cost, to be provided by the Electric Utility	At cost, to be provided by the Electric Utility	-
All requests requiring an ESA	-	**$56,400 for legal and project management costs**	**$56,400 for legal and project management costs**

FY2026 RECOMMENDED POLICY CHANGES

– July Amendment

1. Remove Application Cost per Megawatt discount on load requests over 1 MW.
2. Apply $56,400 legal and project management costs for all projects requiring an ESA.

STAFF RECOMMENDATION

1. Staff recommends accepting the line extension policy and fee change proposal.
2. The recommended changes will enable Georgetown Electric to recover all the costs associated with line extensions, especially related to Very Large Commercial & Industrial customers.
3. If accepted, the new changes will be effective August 1, 2026

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
Executive Session 07.14.2026

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
- Reagor TLAP: SOAH Docket No. 582-26-14285 TCEQ Docket No. 2025-1668-MWD

Sec.551.072: Deliberations about Real Property
- 8th and Forrest
- Deliberations regarding the purchase and value of two parcels of real property situated in Williamson County, Texas, such parcels being locally known as 5601 Williams Drive, Georgetown, Texas 78633; and 5631 Williams Drive, Georgetown, Texas 78633.
- Deliberations regarding the purchase and value of certain real property situated in Williamson County, Texas, such real property being locally known as 2200 Church Street, Georgetown, Texas 78626.
- Deliberations regarding the purchase and value of certain real property situated in Williamson County, Texas, such real property being identified by the Williamson County Central Appraisal District as Parcel Number R040501.

Sec. 551.086: Certain Public Power Utilities: Competitive Matters
- Risk Management Policy Update
- Purchase Power Update

Sec. 551.087: Deliberation Regarding Economic Development Negotiations
- Wolf Lakes Village TIRZ
- Project Vista Prism

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
Call to Order 07.14.2026

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

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
Public Wishing to Address 07.14.2026

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

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
Council Minutes 06.23.26

SUGGESTED ACTION:
Consideration and possible action to approve the minutes of the regular City Council meeting held on June 23, 2026 -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:
City Council Minutes 06.23.2026.pdf

Minutes of the City Council
City of Georgetown, Texas
Tuesday, June 23, 2026

The Georgetown City Council met on Tuesday, 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 for additional information; TTY users route through Relay Texas at 711.

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

Councilmember Pitts arrived after the Workshop Item was presented, but before the start of the Executive Session. He did not participate in the Workshop portion of the meeting but did participate in the remainder of the meeting.

1. Policy Development and Discussion - Workshop

Mayor Schroeder called the meeting to order at 12:00 p.m.

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.

Morgan presented and reviewed the following: the purpose of the presentation; budget context and pressures; context for FY2027 budget development; FY2027 budget themes; public safety resource investment; strategic infrastructure investment; reliable service delivery; investing in City employees; strong financial stewardship; address financial trends in the current economy; budget development workshops with Council since January 2026; preliminary draft budget; budget focus and planning; FY2027 total budget; base budgets for departments; FY2027 new programming; FY2027 total budget non-operating; budget workbook; ClearGov digital book contents; budget review; and a government budget/accounting refresher.

Nathan Parras, Assistant Chief Financial Officer, presented and reviewed the General Fund key themes; General Fund revenue, including property tax rate, franchise fees, interest earnings, sales tax trends, transfers in, and PILOT (payment in lieu of taxes); and the FY2026 non-departmental revenues, expenses, and service level requests.

Jack Daly, Assistant City Manager, presented and reviewed the General Fund expenses for Parks and Recreation, Library, and Public Works.

Wayne Nero, Assistant City Manager, presented and reviewed the General Fund expenses for Public Safety.

General discussion among the Council and staff regarding the start time of public safety new hires being October 1st, 2026.

Nick Woolery, Assistant City Manager, presented and reviewed Development.

Morgan presented and reviewed Administrative Services, and Municipal Court.

Woolery presented and reviewed Downtown Arts and Events, and Communications and Public Engagement.

Morgan presented and reviewed AskGTX and CIP (capital improvement projects) general capital projects.

General discussion among the Council and staff regarding a possible delay in the Blue Hole Rehabilitation Project until other street projects are completed; the timing of bond sales for the project; if funding is not spent on the Blue Hole Project, then it is preferred that it goes to road projects; how staff can adjust the budget as needed to accommodate the timing of the Blue Hole Rehabilitation Project; that road projects have been funded; facilities projects; and the consensus of the Council to leave in the Blue Hole Rehabilitation Project.

Morgan presented and reviewed the Facilities Fund.

General discussion among the Council and staff regarding how the increase in technology allocations will be an ongoing figure, the increase in Library and Parks and Recreation fees, and the EMS substation lease.

Daly presented and reviewed the Solid Waste Fund key themes, operating revenues, operating expenses, non-operating revenues, non-operating expenses, and service level requests.

General discussion among the Council and staff regarding how many years are left on the TDS contract.

Daly presented and reviewed the Stormwater Fund key themes, FY2026 and FY2027 revenue variances, service level requests, and Stormwater CIP.

General discussion among the Council and staff regarding City and County costs for stormwater projects.

Mayor Schroeder called for a break at 1:31 p.m. and resumed the meeting at 1:47 p.m.

Morgan presented and reviewed the Electric Fund key themes, FY2026 and FY2027 revenue, FY2026 and FY 2027 electric technology, service level requests, Electric Administration, Electric Resource Management, Electric T&D Services, Electrical Engineering, and CIP.

General discussion among the Council and staff regarding the payment of PILOT and Franchise Fees.

Leigh Wallace, Chief Financial Officer, presented and reviewed the Water Fund key themes, FY2026 and FY2027 revenue, Water Operations, service level requests, Wastewater Operations, Irrigation, Metering, non-departmental, and CIP.

Nero presented and reviewed the Airport Fund key themes, FY2026 and FY2027 revenue and expense variances, and CIP.

Wallace presented and reviewed the Joint Services Fund key themes, revenues, Finance FY2026 and FY2027 expenses, Utility Customer Services FY2026 and FY2027 expenses and service level requests, Human Resources FY2026 and FY2027 expenses and service level requests, non-departmental FY2026 and FY2027 expenses and service level requests, Systems Engineering FY2026 and FY2027 expenses and service level requests, Utility Locates FY2026 and FY2027 expenses and service level requests, Real Estate and Legal FY2026 and FY2027 expenses and service level requests, Economic Development FY2026 and FY2027 expenses and service level requests; Fleet Fund key themes, FY2026 and FY2027 revenue and projections, and CIP; and the Facilities Fund key themes, FY2026 and FY2027 revenue and projections, and service level requests.

Nero presented and reviewed the IT Fund key themes, FY2026 and FY2027 revenue and projections, expenses, and service level requests.

Woolery presented and reviewed the Tourism Fund key themes, FY2026 revenue and expenses, FY2026 and FY2027 revenue projections, budget, expense projections, budget, and service level requests; GEDCO (Georgetown Economic Development Corporation) Fund key themes, FY2026 revenue projections, FY2026 expense projections, FY2027 revenue, and FY2027 expenses; and GTEC (Georgetown Transportation Enhancement Corporation) Fund key themes, FY2026 revenue projections, FY2026 expense projections, FY2027 revenue, and FY2027 expenses.

Morgan presented and reviewed the Council Discretionary Fund comparison from FY2026 to FY2027 and next steps, including FY2027 budget changes in development, public outreach, and the FY2027 budget calendar.

General discussion among the Council and staff regarding when a tax rate election would have to be called, and appreciation for the work done by staff.

Mayor Schroeder recessed into Executive Session at 3:00 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 06.23.2026

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

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 06.23.2026
Pledge of Allegiance
Recognitions
Actions out of Executive Session

Moved by Kevin Pitts; seconded by Jake French to Approve the authorization of the City Attorney, and/or her designee, to settle the condemnation case pending in County Court at Law # 5 under Cause Number 23-1593-CC5, in accordance with the terms discussed in Executive Session.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

Moved by Kevin Pitts; seconded by Jake French to Approve the authorization of the City of Georgetown to accept the donation of certain real property identified by WCAD Property ID R505405 and located at 324201 Ronald Reagan Blvd., Georgetown, Texas 78633, in accordance with the terms discussed in Executive Session; and further move to authorize the City Manager to execute all necessary documents related to City of Georgetown's acceptance of the donation of the aforementioned property, in accordance with the terms discussed in Executive Session."
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

Moved by Kevin Pitts; seconded by Jake French to Approve the authorization of the City of Georgetown to acquire water line easement rights across portions of certain properties located at, or near the northwest corner of Kaufman Loop and Highway 29 in Liberty Hill, TX 78642, such properties owned by the following owners: K29 1941 Investments LP, Duncan Lee Forest, and Middlebrook LTD, as part of the "Braun EST to Ronald Reagan Blvd. Water Line Connection Project" in accordance with the terms discussed in executive session; and further move to authorize the City Manager to negotiate the final terms of acquisition and consideration, and to execute all necessary documents to acquire the aforementioned easement rights in accordance with the terms discussed in executive session.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, B Butler, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

Moved by Kevin Pitts; seconded by Joseph (jake) French IV to Approve the authorization of the City of Georgetown to acquire easement rights for a water transmission line, across portions of properties along a selected 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", in accordance with the terms discussed in executive session; further move to authorize the City Manager to negotiate the final terms of acquisition and consideration, and to execute all necessary documents to acquire the aforementioned easement rights, in accordance with the terms discussed in executive session for the Georgetown Regional Water Initiative Project.
Motion Approved: 7- 0

Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

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@georgetowntexas.gov.

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

Moved by Kevin Pitts; seconded by Ron Garland to Approve as presented.
Motion Approved: 7 - 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

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

6. 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

Edgar Garcia, Planning Department Director, presented and reviewed the Aerial Map; Future Land Use Map; Parks and Recreation (PR) zoning designation explanation; Open Space (OS) designation explanation; Public Facilities (PF) zoning designation explanation; allowed uses in PF by right, with limitations, and with an SUP; and how the application complies with the approval criteria of UDC Section 3.06.030. He added that public notifications were sent and, to date, City staff have received no comments. At their June 2nd meeting, the Planning & Zoning Commission recommended approval of the request with a 7-0 vote.

Garcia read the Ordinance caption.

The Council had no comments or questions on this item.

Mayor Schroeder opened and closed the public hearing at 6:06 p.m. as there were no speakers.

Moved by Kevin Pitts; seconded by Ron Garland to Approve as presented.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, B Butler, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

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

Garcia presented the item and reviewed the Aerial Map; summary of the request; Conceptual Site Plan for the Special Use Permit (SUP) request; SUP designation explanation; applicable UDC Sections 16.02 and 5.03.010; and how the application complies and partially complies with the approval criteria for UDC Sections 3.07.030 and 3.06.030. He added that public notifications were sent and, to date, City staff have received no comments; and the Planning and Zoning Commission recommended approval at its meeting on June 2, 2026, with a 6-0 vote.

Garcia read the Ordinance caption.

General discussion among Council, staff, and Patricia Rojas, applicant, regarding: staggered drop-off times to address parking constraints; reason for the SUP to address the number of children attending the daycare; there is currently only one teacher, with the potential to add another in the future; and there is currently only one vehicle for staff.

Mayor Schroeder opened and closed the public hearing at 6:14 p.m., as there were no speakers

Moved by Ben Stewart; seconded by Jake French to Approve as presented.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Ron Garland, and Doug Noble

Voting Against: None

Adjournment

Mayor Schroeder adjourned the meeting at 6:15 p.m.

These minutes were approved at the meeting of _____.

_____ _____

Chair Attest

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
Resolution - ETJ Disannexation - Jason Fuller - 1.995 Acres

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 1.995 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R040624 and owned by Jason Fuller -- Michael Charles, Real Estate Services Coordinator

ITEM SUMMARY:

FINANCIAL IMPACT:

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

ATTACHMENTS:
Res_ETJ_Release_Fuller_SH29_2 AC wExhibits.pdf
JASON FULLER Map.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("GEORGETOWN") RELEASING APPROXIMATELY 1.995 ACRE OF LAND FROM THE CITY OF GEORGETOWN'S EXTRATERRITORIAL JURISDICTION ("ETJ"), SAID LAND IDENTIFIED BY THE WILLIAMSON COUNTY APPRAISAL DISTRICT AS PARCEL R040624, AND BEING LOCALLY KNOWN AS 5354 EAST STATE HIGHWAY 29, GEORGETOWN, WILLIAMSON COUNTY, TEXAS, RESULTING IN A REDUCTION OF GEORGETOWN'S ETJ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 17, 2026, the City of Georgetown, Texas, received a petition requesting release from its ETJ of an approximately 1.995 acre tract of land in the Woodruff Stubblefield 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

Robyn Densmore, TRMC
City Secretary
City of Georgetown
808 Martin Luther King Jr. Street
Georgetown, TX 78626

June 15, 2026

Petition for Release from Extraterritorial Jurisdiction (ETJ)
Property: 5354 East State Highway 29, Georgetown, TX 78626 (Approx. 1.995 acres)

Dear Ms. Densmore,

I am submitting a Petition for Release from the City of Georgetown Extraterritorial Jurisdiction (ETJ) for the above-referenced property. Thank you for the timely review of my request.

I respectfully request that the City review this submission for compliance with applicable state laws. Please let me know if any additional information is required.

Thank you for your time and assistance.

Sincerely,

RECEIVED
JUN 17 2026
CITY SEC.

Jason Fuller
901 County Road 250
Georgetown, TX 78633
[redacted]

PETITION FOR RELEASE FROM THE CITY OF GEORGETOWN EXTRATERRITORIAL JURISDICTION (ETJ)

Pursuant to Texas Local Government Code §§ 42.102–42.104 and Texas Elections Code Chapter 277

Property Description

We, the undersigned, are the owners of record of the property described below and hereby petition for the release of the property from the extraterritorial jurisdiction ("ETJ") of the City of Georgetown, Texas.

Property Address:
5354 East State Highway 29
Georgetown, TX 78626

Legal Description:
BEING 1.995 acres of land, situated in the Woodruff Stubblefield Survey, Abstract No. 556, in Williamson County, Texas, said 1.995 acres being the same tract of land described as a 2.00 acre tract, of record to Jason Lynn Fuller, Document No. 2024094191, Official Public Records Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in May of 2025 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:

A map of the Area is attached hereto in compliance with Section 42.104 of the Texas Local Government Code.

Petition Signatures *(All information must be completed by each signer)*

SIGNER #1

Printed Name: Jason Fuller
Signature (handwritten): _____

Residence Address:
901 County Road 250
Georgetown, TX 78633

Voter Registration Number (VUID): [redacted]
Date of Birth: [redacted]
Date Signed: June 15, 2026

Statement of Authority

The undersigned constitute the majority of landowners by value of the Area described above, as reflected in the tax rolls of the Williamson County Appraisal District, and are authorized to submit this petition for release from the City of Georgetown ETJ under applicable Texas law.

Notary Acknowledgment *(Optional but included at the request of the petitioners)*

State of Texas §
County of Williamson §

This instrument was acknowledged before me by Jason Fuller on the 15th day of Jan, 2026:

Notary Public, State of Texas

Printed Name: Terri L Rothfusz

My Commission Expires: 6/27/28

Notary ID No.: 134969596

Terri Lea Rothfusz
My Commission Expires
6/27/2028
Notary ID 134969596

Terri Lea Rothfusz
My Commission Expires
6/27/2028
Notary ID 134969596

Terri Lea Rothfusz
My Commission Expires
6/27/2028
Notary ID 134969596

LEGAL DESCRIPTION

BEING 1.995 acres of land, situated in the Woodruff Stubblefield Survey, Abstract No. 556, in Williamson County, Texas, said 1.995 acres being the same tract of land described as a 2.00 acre tract, of record to Jason Lynn Fuller, Document No. 2024094191, Official Public Records Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in May of 2025 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" iron pin found (steel pin), said point being a point in the South Right-of-Way line of State Highway 29 (SH-29), said point being the Northeast corner of said 2.00 acre tract, same being the Northwest corner of a 1.00 acre tract, of record to Christopher James Vogler, Document No. 2019014825, (OPRWCT), described in Volume 1116, Page 671, Deed Records, Williamson County, Texas, (DRWCT), for the Northeast corner hereof, from which a 1" iron pipe found bears: N 9°54'W, 0.43 feet, and from which a ½" iron pin found, at the Northeast corner of said 1.00 acre tract, bears: N 87°28'36" E, 104.58 feet,

THENCE, departing said Right-of-Way line, with the common boundary line of said 2.00 acre tract and said 1.00 acre tract, S 17°50'15" E, 437.91 feet, to a ½" iron pin found, at the Southeast corner of said 2.00 acre tract, same being the Southwest corner of said 1.00 acre tract, said point being a point in the North boundary line of a 5.5 acre tract, of record to Irvin L. King, Document No. 2006043171, (OPRWCT), Save and Except a one acre tract, recorded in Volume 1073, Page 187, (DRWCT), for the Southeast corner hereof, from which a 1" iron pipe found bears: S 45° E, 0.31 feet, and from which a ½" iron pin found, at the Southeast corner of said 1.00 acre tract, bears: N 81°39'12" E, 102.37 feet,

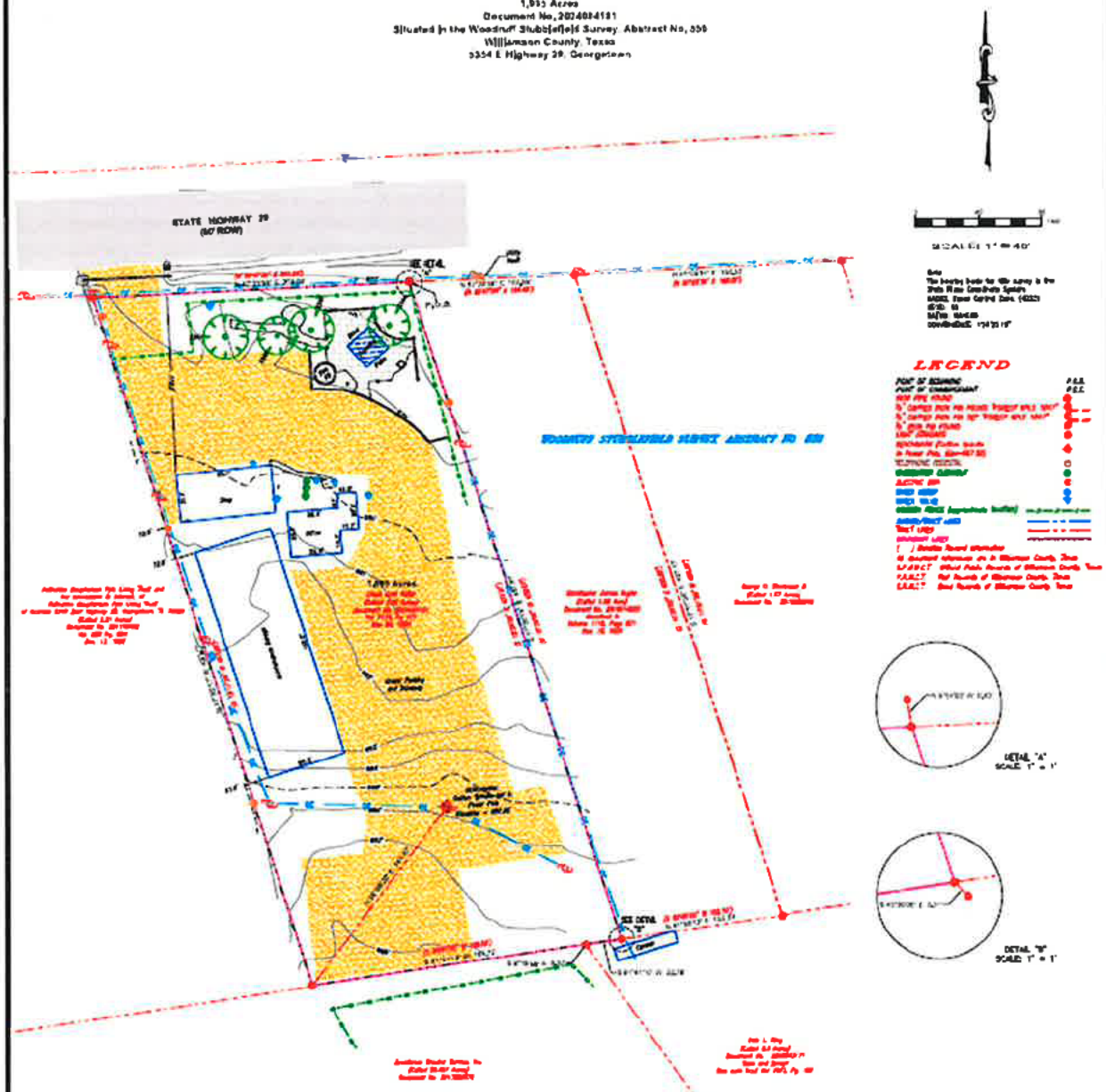
THENCE, with the common boundary line of said 2.00 acre tract and said 5.5 acre tract, S 81°41'10" W, passing at 22.78 feet, a ½" iron pin found, S 08°18'50" E, 0.37 feet, at the Northwest corner of said 5.5 acre tract, same being the Northeast corner of a 20.427 acre tract, of record to Excellence Wrecker Service, Inc., Document No. 2013062078, (OPRWCT), and continuing with the common boundary line of said 2.00 acre tract and said 20.427 acre tract, in all a total distance of 197.72 feet, to a ½" iron pin found, at the Southwest corner of said 2.00 acre tract, same being the Southeast corner of a 2.51 acre tract, of record to the Katherine Macpherson Pyle Living Trust, Document No. 201159402, (OPRWCT), for the Southwest corner hereof,

THENCE, with the common boundary line of said 2.00 acre tract and said 2.51 acre tract, N 17°35'17" W, 457.77 feet, to a ½" iron pin found, said point being a point in the South Right-of-Way line of State Highway 29 (SH-29), said point being the Northwest corner of said 2.00 acre tract, same being the Northeast corner of said 2.51 acre tract, for the Northwest corner hereof,

THENCE, with the South Right-of-Way line of State Highway 29 (SH-29) and the North boundary line of said 2.00 acre
tract, N 87°23'58" E, 200.03 feet, to the POINT OF BEGINNING, and containing 1.995 acres, more or less.

Said tract being commonly known as **5354 E. State Hwy 29, Georgetown, TX 78626**

TREE, TOPOGRAPHY AND SITE PLAN SURVEY
FOR
JASON LYNN FULLER
1.995 Acres
Document No. 2024084151
Situated in the Woodruff Stubblefield Survey, Abstract No. 558
Williamson County, Texas
3354 E Highway 29, Georgetown



TREE LIST					
TREE TAG	CALIPER	(MULTI TRUNK)	SPECIES	PROTECTED	DBH
2364	33"		CYPRESS	Y	33
2365	34"		LIVE OAK	Y	34
2366	32"		POST OAK	Y	32
2367	34"		LIVE OAK	Y	34

Forest Surveying & Mapping Company
1002 Ash Street, Georgetown, Texas
Phone (512) 930-5927
www.forestsurveying.com
TBPLS FIRM NO. 10030700

DATE: June 11, 2025
FB/PG: 186/73
FN: H:\3354 E HWY 29
DWG: 3354 E HWY 29
LO: 3354 E HWY 29 TOPO AND TREEDWG
Forest Surveying & Mapping Co. © 2025

Exhibit B to Resolution

Legal Description and Map

LEGAL DESCRIPTION

BEING 1.995 acres of land, situated in the Woodruff Stubblefield Survey, Abstract No. 556, in Williamson County, Texas, said 1.995 acres being the same tract of land described as a 2.00 acre tract, of record to Jason Lynn Fuller, Document No. 2024094191, Official Public Records Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in May of 2025 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" iron pin found (steel pin), said point being a point in the South Right-of-Way line of State Highway 29 (SH-29), said point being the Northeast corner of said 2.00 acre tract, same being the Northwest corner of a 1.00 acre tract, of record to Christopher James Vogler, Document No. 2019014825, (OPRWCT), described in Volume 1116, Page 671, Deed Records, Williamson County, Texas, (DRWCT), for the Northeast corner hereof, from which a 1" iron pipe found bears: N 9°54'W, 0.43 feet, and from which a ½" iron pin found, at the Northeast corner of said 1.00 acre tract, bears: N 87°28'36" E, 104.58 feet,

THENCE, departing said Right-of-Way line, with the common boundary line of said 2.00 acre tract and said 1.00 acre tract, S 17°50'15" E, 437.91 feet, to a ½" iron pin found, at the Southeast corner of said 2.00 acre tract, same being the Southwest corner of said 1.00 acre tract, said point being a point in the North boundary line of a 5.5 acre tract, of record to Irvin L. King, Document No. 2006043171, (OPRWCT), Save and Except a one acre tract, recorded in Volume 1073, Page 187, (DRWCT), for the Southeast corner hereof, from which a 1" iron pipe found bears: S 45° E, 0.31 feet, and from which a ½" iron pin found, at the Southeast corner of said 1.00 acre tract, bears: N 81°39'12" E, 102.37 feet,

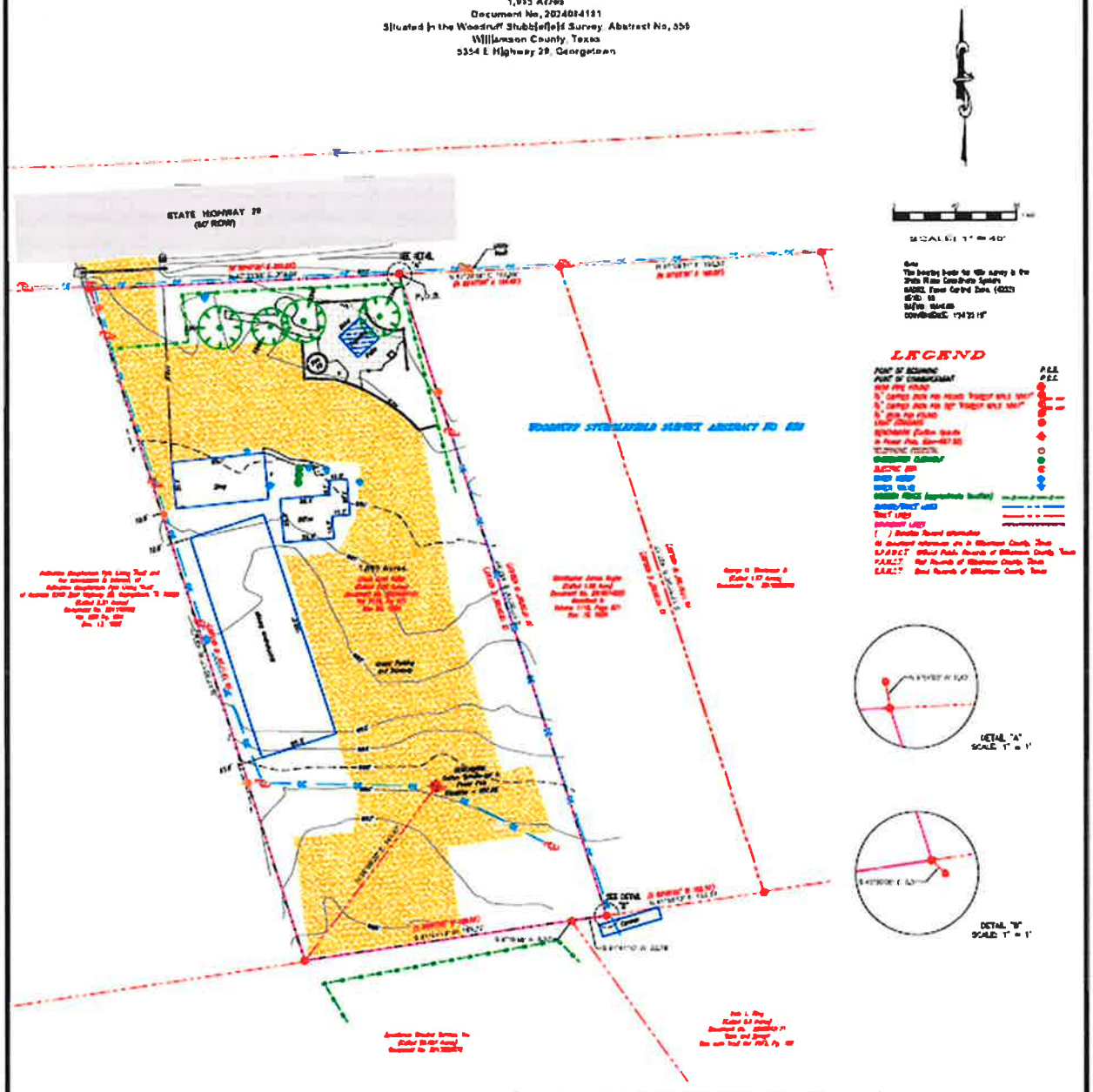
THENCE, with the common boundary line of said 2.00 acre tract and said 5.5 acre tract, S 81°41'10" W, passing at 22.78 feet, a ½" iron pin found, S 08°18'50" E, 0.37 feet, at the Northwest corner of said 5.5 acre tract, same being the Northeast corner of a 20.427 acre tract, of record to Excellence Wrecker Service, Inc., Document No. 2013062078, (OPRWCT), and continuing with the common boundary line of said 2.00 acre tract and said 20.427 acre tract, in all a total distance of 197.72 feet, to a ½" iron pin found, at the Southwest corner of said 2.00 acre tract, same being the Southeast corner of a 2.51 acre tract, of record to the Katherine Macpherson Pyle Living Trust, Document No. 201159402, (OPRWCT), for the Southwest corner hereof,

THENCE, with the common boundary line of said 2.00 acre tract and said 2.51 acre tract, N 17°35'17" W, 457.77 feet, to a ½" iron pin found, said point being a point in the South Right-of-Way line of State Highway 29 (SH-29), said point being the Northwest corner of said 2.00 acre tract, same being the Northeast corner of said 2.51 acre tract, for the Northwest corner hereof,

THENCE, with the South Right-of-Way line of State Highway 29 (SH-29) and the North boundary line of said 2.00 acre
tract, N 87°23'58" E, 200.03 feet, to the POINT OF BEGINNING, and containing 1.995 acres, more or less.

Said tract being commonly known as **5354 E. State Hwy 29, Georgetown, TX 78626**

TREE, TOPOGRAPHY AND SITE PLAN SURVEY
FOR
JASON LYNN FULLER
1.935 Acres
Document No. 2024084151
Situated in the Woodruff Stubblefield Survey, Abstract No. 556
Williamson County, Texas
5354 E Highway 29, Georgetown



TREE LIST					
TREE TAG	CALIPER	(MULTI-TRUNK)	SPECIES	PROTECTED	DBH
3744	33"		CYPRESS	Y	33
3745	34"		LIVE OAK	Y	34
3746	32"		POST OAK	Y	32
3747	34"		LIVE OAK	Y	34

Surveyors Note: Bearings — Grids Bearing Set in
Point Pole Elevation=687.36'

Survey Date May 27, 2025

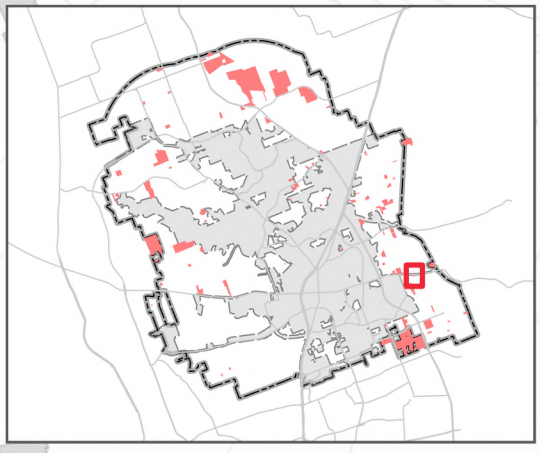
William F. Forest, Jr. R.P.L.S. 1847

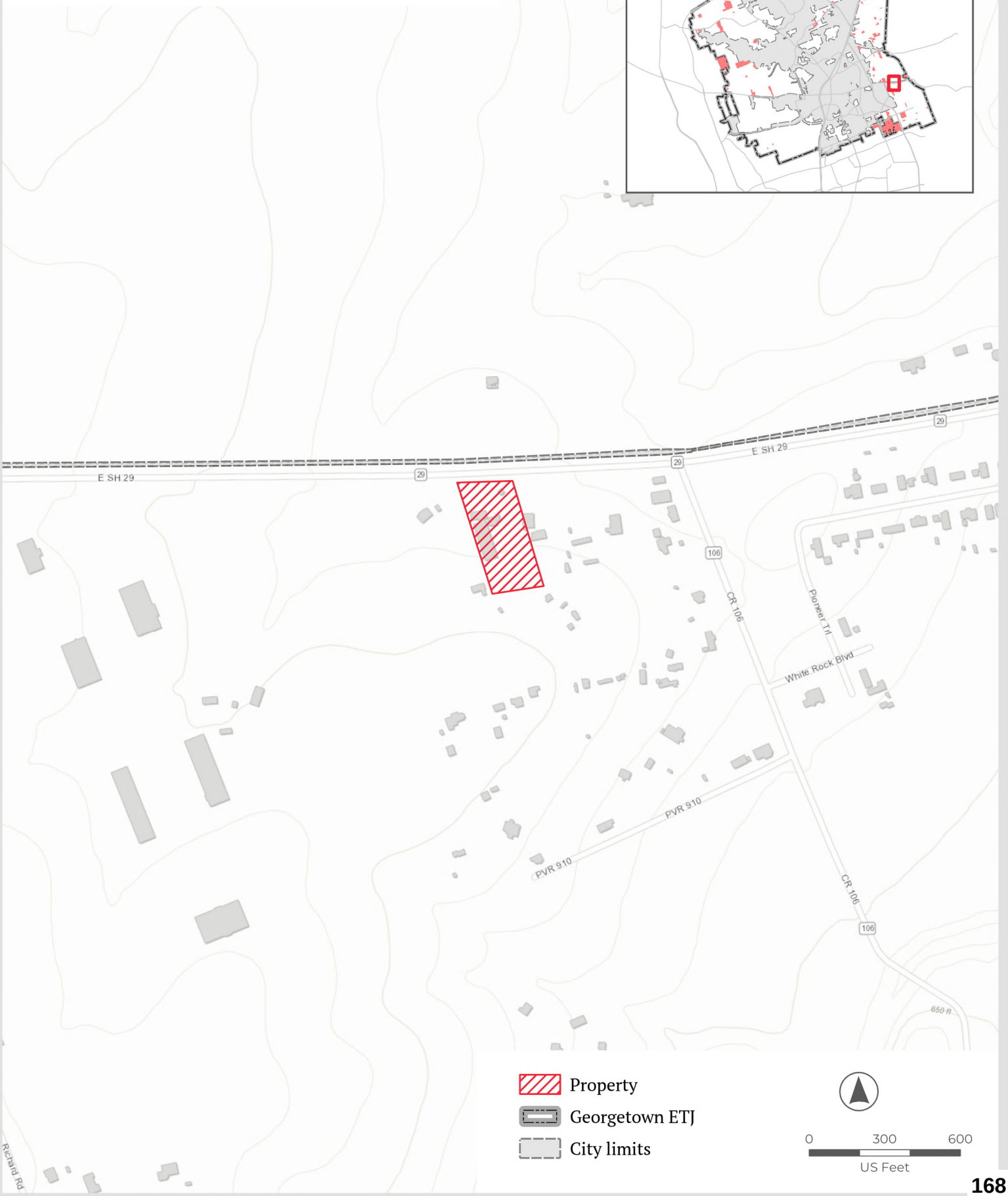
Forest Surveying & Mapping Company
1002 Ash Street, Georgetown, Texas
Phone: (512) 930-5927
www.forestsurveying.com
TBPLS FIRM NO. 10092000

DATE June 11, 2025
FB/PG 106/73
FN: H:\5354 E Hwy 29
DWG 5354 E HWY 29
LO 5354 E HWY 29 TOPO AND TREE.DWG
Forest Surveying & Mapping Co. © 2025

Petitioned for ETJ Removal

FULLER, JASON





City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
Resolution - ETJ Disannexation - Robert Ischy - 36.446 Acres

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 36.446 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R665597 and owned by Robert Ischy -- Michael Charles, Real Estate Services Coordinator

ITEM SUMMARY:

FINANCIAL IMPACT:

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

ATTACHMENTS:
Res_ETJ_Release_Ischy_RRBlvd_34 AC wExhibits.pdf
ISCHY ROBERT Map.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("GEORGETOWN") RELEASING APPROXIMATELY 34.446 ACRE OF LAND FROM THE CITY OF GEORGETOWN'S EXTRATERRITORIAL JURISDICTION ("ETJ"), SAID LAND IDENTIFIED BY THE WILLIAMSON COUNTY APPRAISAL DISTRICT AS PARCEL R665597, AND BEING LOCALLY KNOWN AS 34148 RONALD W. REAGAN BOULEVARD, GEORGETOWN, WILLIAMSON COUNTY, TEXAS, RESULTING IN A REDUCTION OF GEORGETOWN'S ETJ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 15, 2026, the City of Georgetown, Texas, received a petition requesting release from its ETJ of an approximately 34.446 acre tract of land in the Lemuel S. Walters 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

RECEIVED
JUN 15 2026
CITY SEC.

PETITION FOR THE RELEASE OF LAND FROM THE CITY OF GEORGETOWN' S EXTRATERRITORIAL JURISDICTION WITHOUT AN ELECTION

CITY OF GEORGETOWN

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

The undersigned petitioner (the " Petitioner"), acting pursuant to the provisions of Chapter42, Texas Local Government Code (as amended, the " Act"), request that the City of Georgetown, Texas (the " City"), release the territory 36.446 acre tract described in Exhibit A, attached hereto and incorporatedherein for all purposes (the " Land") from the City' s extraterritorial jurisdiction, and in support ofthis petition (this " Petition") the Petitioner would present the following:

Section 1. Authority to File Petition for Release. Pursuant to Section 42. 102 of the Act, Petitioner is (1) a resident of the Land, or (2) the owner or owners of the majority in value of the Land, which consists of one or more parcels of land in the City' s extraterritorial jurisdiction.

Section 2. Land to be Released. The boundaries of the Land to be released from the City's extraterritorial jurisdiction are legally described on Exhibit A, and a map of the Land is attached hereto as Exhibit B.

Section 3. Petition Requirements. Pursuant to Section 42. 104(a) of the Act, the signers of this Petition constitute: (1) more than 50 percent of the registered voters of the Land as of the date of the preceding uniform election date; or (2) a majority in value of the holders of title of the Land, as indicated by the tax rolls of the Williamson Central Appraisal District, as evidenced by that certain Partition Deed filed and recorded under Document No. 2024080966, in theOfficial Public Records of Williamson County, Texas, a copy of which is attached hereto as Exhibit C.

Petitioner

Date 6-15-26 Date of birth [redacted]

Robert Ischy

Residence

Email: [redacted]

34148 Ronald W Reagan Blvd

Georgetown, TX 78633

CERTIFICATE OF ACKNOWLEDGMENT

The State of Texas

County of Williamson

Before me, Leticia Macias / Notary (insert the name and character of the officer),

on this day personally appeared Robert Ischy, known to me (or proved to me on the oath of —— or through TX Driver License (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

(Seal)

LETICIA MACIAS
Notary Public, State of Texas
Notary ID# 125570480
My Commission Expires
FEBRUARY 2, 2030

Given under my hand and seal of office this 15 day of June, 2026.

(Notary's Signature)
Notary Public, State of Texas

Exhibit A

FIELD NOTES
JOB NO. 221283–00
DATE: AUGUST 2, 2024
PAGE 1 OF ~~3~~ 2

EXHIBIT "A"

36.446 ACRES

DESCRIPTION OF A 36.446 ACRE TRACT OF LAND, OUT OF AND A PART OF THE LEMUEL S. WALTERS SURVEY, ABSTRACT NO. 653, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT 57.95 ACRE TRACT 3, AND A PORTION OF THAT 28.59 ACRE TRACT 5, PLUS ALL OF THAT 0.98 ACRE TRACT 2 AS CONVEYED TO ROBERT ISCHY, ET AL, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2017008428, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON JULY 26, 2024, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" Iron rod with plastic cap stamped "CS LTD" found in the west right-of-way (250' Right-of-Way) line of Ronald Reagan Boulevard, at the most south corner of a 6.15 acre tract conveyed to Williamson County for the Right-of-Way for Ronald Reagan Boulevard, also at the northwest corner of a 39.498 acre tract as conveyed to Williamson County, by Special Warranty Deed recorded in Document No. 2014075742, of said Official Public Records;

THENCE, S 21°36'16" E, with the west line of the said 39.498 acre Williamson County tract and the east line of said 57.95 acre Tract 3, **for a distance of 808.84' feet,** to a 1/2 inch iron rod found, at the southeast corner of the said 57.95 acre Tract 3, also at an Ell corner of the said 39.498 acre Williamson County tract, for the southeast corner of the herein described tract;

THENCE, S 68°27'04" W, with north line of the said 39.498 acre Williamson County tract and the south line of the said 57.95 acre Tract 3, Passing at 314.43 feet, a 1/2 inch iron rod found, at the northwest corner of the said 39.498 acre Williamson County tract, also at the northeast corner of a 152 acre Tract 4 as conveyed to Susan Whitis Simpson, by Trustee's Distribution Deed recorded in Document No. 2017101217, of said Official Public Records, continuing with the north line of the said 152 acre Simpson Tract 4 and the south line of the said 57.95 acre Tracts 3 and the south line of a 0.98 acre Tract 2 as conveyed to Robert Ischy and recorded in Document # 2017008428 of the Official Public Records of Williamson County, Texas, continuing for an additional 805.66 feet passing a 1/2 inch iron rod found, at the southwest corner of the said 0.98 acre Tract 2, also at the southeast corner of a 28.59 acre Tract 5 as conveyed to Robert Ischy and recorded in Document #2017008428 of the Official Public records of Williamson County, Texas, continuing with the north line of said 152 Acre Simpson Tract 4 and the south line of the said 28.59 acre Tract 5, an additional 491.22 feet, for a **total distance of 1611.32' feet,** to a 1/2 inch iron rod with blue cap stamped "Quick Inc. RPLS 6447" found, at the southeast corner of a 161.439 acre tract as conveyed to FP Hacinda Properties, LLC, by Warranty Deed recorded in Document No. 2019068000, of the said Official Public Records, also at the southwest corner of the said 28.59 acre Tract 5, for the southwest corner of the herein described tract;

THENCE, N 21°09'52" W, with the east line of the said 161.439 acre FP Hacinda tract and the west line of the said 28.59 acre Tract 5, **for a distance of 498.51' feet,** to a 1/2" iron rod with plastic cap Stamped "TLS" set, for the most westerly northwest corner of the herein described tract;

THENCE, crossing the said 28.59 acre Tract 5 and the said 57.95 acre Tract 3 the following four (4) consecutive courses:

1. **N 59°00'11" E, for a distance of 634.19' feet,** to a 1/2" iron rod with plastic cap Stamped "TLS" set, for an Ell corner of the herein described tract;

2. **N 15°17'24" W, for a distance of 212.44' feet,** to a 2½ inch diameter metal fence post, for an angle point in the herein described tract;

3. **N 18°32'09" W, for a distance of 414.37' feet,** to a 1/2" iron rod with plastic cap Stamped "TLS" set for the most northerly northwest corner of the herein described tract;

Unofficial Document

FIELD NOTES
JOB NO.: 221283–00
DATE: AUGUST 2, 2024
PAGE 2 OF **X 2**

EXHIBIT "A"

4. **N.53°44'20" E, for a distance of 778.25' feet,** to a 1/2" iron rod with plastic cap Stamped "TLS" set in the west right-of-way line of the said 6.15 acre Ronald Reagan Boulevard (250' Right-of-Way) and the east line of the said 57.95 acre Tract 3, for the northeast corner of the herein described tract;

THENCE, S 37°59'51" E, with the west right-of-way line of the said 6.15 acre Ronald Reagan Boulevard (250' Right-of-Way) and the east line of the said 57.95 acre Tract 3, **for a distance of 533.83' feet,** to a 1/2 inch iron rod found at the point of curvature of a curve to the left, for the point of curvature of the herein described tract;

THENCE, with the west right-of-way line of the said 6.15 acre Ronald Reagan Boulevard (250' Right-of-Way) and the east line of the said 57.95 acre Tract 3, with a curve to the left having a Central Angle of 2°00'23", a Radius of 3125.00' feet, **Chord Bears: S 38°58'52" E 109.42' feet,** for an Arc distance of 109.43' feet, to the Place of Beginning, containing 36.446 acres of land area.

Bearings cited herein based on: Texas State Plane Coordinate System, Grid North, Central Zone, (4203) NAD 83. This Field Note description may not be used in violation of State of Texas Local Government Code, Chapter 232, County Regulations of Subdivisions. Unless this Field Note description, including preamble, seal and signature, appears in its entirety, and original form, this surveyor assumes no responsibility or liability for its accuracy. Texas land Surveying, Inc. assumes NO liability of any kind for the misuse (illegal use) of this Field Note description.

July 26, 2024

Dean Woodley, R.P.L.S. 5086
Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628

STATE OF TEXAS REGISTERED DEAN WOODLEY 5086 PROFESSIONAL LAND SURVEYOR

Texas Land Surveying, Inc.
-A Land Surveying Firm-
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPLS FIRM No. 10056200

S:\2022 PROJECTS\221283 LS WALTERS SURV 80.446 AC - 34148 RONALD REAGAN BOULEVARD\PORPERTY DIV 2024\221283 36.446 ACRES.odt

Unofficial Document

no subject)
message

:obert Ischy <robertischy@gmail.com>
'o: Robert Ischy <robertischy@gmail.com>

Fri, Jun 12, 2026 at 4:36 PM

Skip to main content

Select Language

WCAD
Williamson Central Appraisal District

Property Search

Advanced Search
Search

Owner:ISCHY, ROBERT

PROPERTY:R665597

PROPERTY ADDRESS:34148 RONALD W RE.

Page:

Property Details

Map

2026 GENERAL INFORMATION

2026 VALUE INFORMATION

MARKET VALUE

Special Exemptions **AG - Agriculture Use**

TAXING ENTITY:CAD-Williamson CAD	EXEMPTIONS:	EXEMPTIONS AMOUNT:-	TAXABLE VALUE:$394,997	T P
TAXING ENTITY:	EXEMPTIONS:	EXEMPTIONS AMOUNT:-	TAXABLE VALUE:$394,997	T 100:(
TAXING ENTITY:	EXEMPTIONS:HS	EXEMPTIONS AMOUNT:$16,587	TAXABLE VALUE:$378,410	T 100:(
TAXING ENTITY:	EXEMPTIONS:HS	EXEMPTIONS AMOUNT:$3,000	TAXABLE VALUE:$391,997	T 100:(
TAXING ENTITY:	EXEMPTIONS:HS	EXEMPTIONS AMOUNT:$140,000	TAXABLE VALUE:$254,997	T 10
TOTALS	TAX RATE PER 100:1.680662			

2026 IMPROVEMENTS

Improvement #1:-	State Code:**E1 - Farm And Ranch Improvements-residence**	Homesite:**Yes**	Total Main Area (Exterior Measured):**2,093 Sq. Ft**	Value:$

Property Status

Active

Property Type

Residential

Legal Description

AW0653 AW0653 - Walters, L.s. Sur., ACRES 36.446

Neighborhood

J002D35H - JARRELL ISD RURAL BEFORE 1990

Account

R-11-0653-0000-0014A

Map Number

2-3216

Effective Acres

0.000000

2026 OWNER INFORMATION

Owner Name

ISCHY, ROBERT

Owner ID

Exemptions

Agriculture Use (Active)
Homestead (Active 1/1/2020)

Percent Ownership

100%

Mailing Address

34148 RONALD W REAGAN BLVD GEORGETOWN, TX 78633

Agent

-

Improvement Homesite Value	$292,483
Improvement Non-Homesite Value	
Total Improvement Market Value	$315,231
Land Homesite Value	$39,263
Land Non-Homesite Value	$39,263
Land Agricultural Market Value	$1,352,467
Land Timber Market Value	
Total Land Market Value	$1,430,993
Total Market Value	$1,746,224

ASSESSED VALUE

Total Improvement Market Value	$315,231
Land Homesite Value	$39,263
Land Non-Homesite Value	$39,263
Agricultural Use	$1,240
Timber Use	$0
Total Appraised Value	$393,757
Homestead Cap Loss	-$0
Circuit Breaker Limit Cap Loss	-$0
Total Assessed Value	$394,997

2026 ENTITIES & EXEMPTIONS

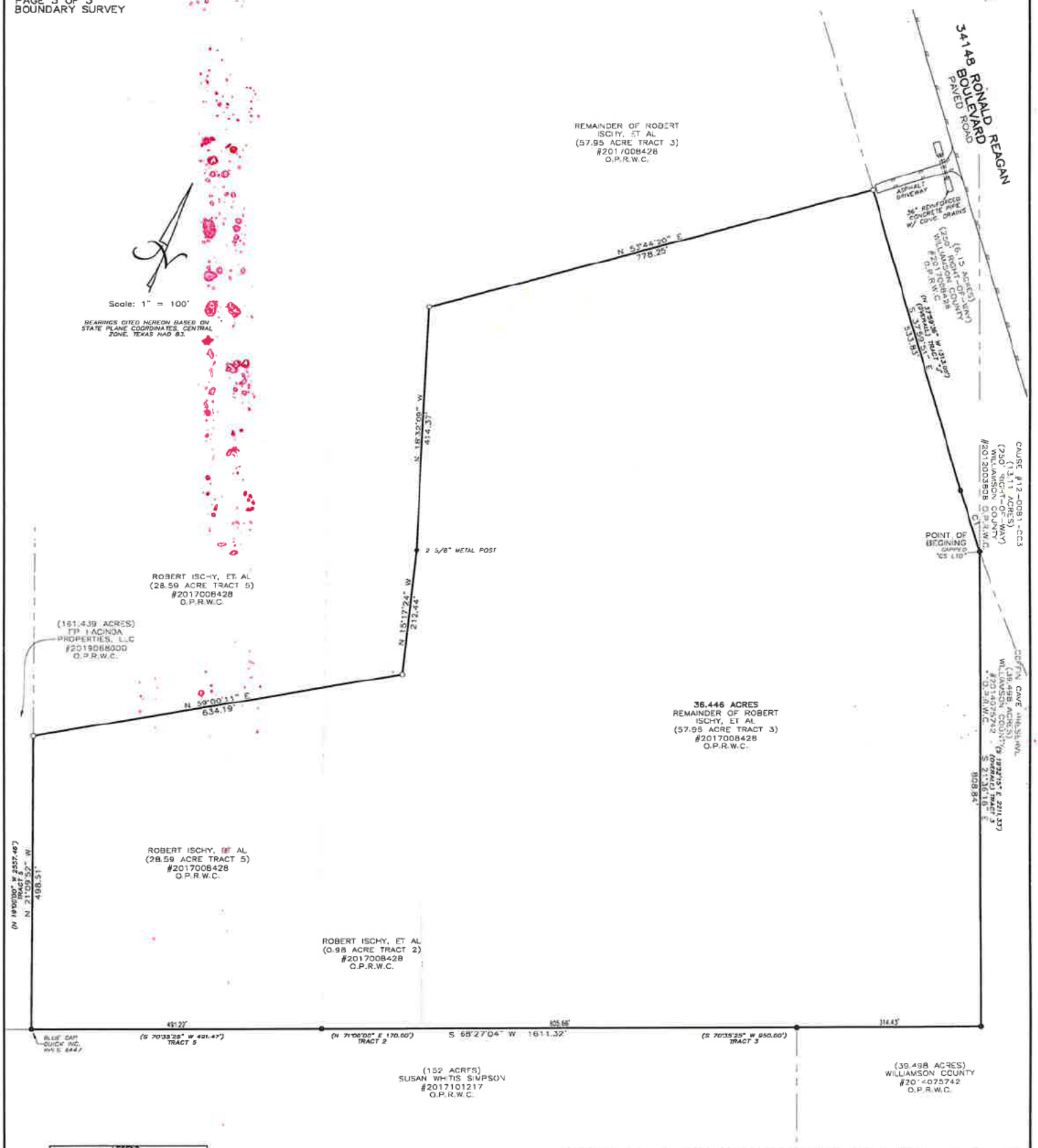
Exhibit B

Williamson County TX Vantor

DESCRIPTION OF A 36.446 ACRE TRACT OF LAND, OUT OF AND A PART OF THE LEMUEL S. WALTERS SURVEY, ABSTRACT NO. 653, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 57.95 ACRE TRACT 3 AND A 28.59 ACRE TRACT 5, PLUS ALL OF A 0.98 ACRE TRACT 2, AS CONVEYED TO ROBERT ISCHY, ET AL, BY DEED RECORDED IN DOCUMENT NO. 2017008428, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

JOB NO: 221283
DRAWN: JR9
F.C.: CC

PAGE 3 OF 3
BOUNDARY SURVEY



LEGEND	
●	1/2" IRON ROD FOUND WITH NO CAP UNLESS OTHERWISE NOTED
○	1/2" IRON ROD SET W/PLASTIC CAP STAMPED "TLS INC"
( )	RECORD INFORMATION

CURVE TABLE					
NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	2°00'23"	3125.00'	109.43'	109.43'	S 38°58'52" E
RECORD CURVE TABLE TRACT "A"					
NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C2	2°00'21"	3125.00'	109.40'	109.39'	N 38°58'42" W

THIS AREA DOES NOT APPEAR TO BE IN SPECIAL FLOOD HAZARD AREAS PER FEMA'S FLOOD INSURANCE RATE MAP #48491C0125F, DATED DEC. 20, 2019. THIS STATEMENT IS NOT MADE IN LIEU OF AN ELEVATION CERTIFICATE.

SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. OTHER EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON MAY AFFECT.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

THAT SURVEYOR FOR TEXAS LAND SURVEYING, INC., HAVE THIS DATE CAUSED TO BE PERFORMED AN ON-THE-GROUND SURVEY UNDER MY SUPERVISION OF THE FOREGOING TRACT OF LAND AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, ENCROACHMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

Texas Land Surveying, Inc.

–A Land Surveying Firm–
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPLS FIRM NO. 10056200

STATE OF TEXAS
REGISTERED
DEAN WOODLEY
5086
LAND SURVEYOR

Witness my hand and seal, this 26th Day of JULY 2024

© Copyright 2024 by Texas Land Surveying, Inc. This survey prepared solely for the use of the current parties and no license has been created, express or implied, to copy the survey except as necessary in conjunction with the original transaction, which shall take place within 90 days of the completion of the

Exhibit C

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PARTITION DEED

STATE OF TEXAS *
* KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON *

The parties to this Partition Deed are:

ROBERT ISCHY, a single man
34148 Ronald Reagan Blvd.
Georgetown, Texas 78633; and

ELLEN L. WALZ, not joined by her spouse as the property herein conveyed is her sole and separate property and estate and constitutes no part of her homestead
9787 Grays Mill Road
Lancaster, Wisconsin 53813.

The parties hereto are the owners of the following described real property, to-wit:

36.446 acre tract of land, out of and a part of the Lemuel S. Walters Survey, Abstract No. 653, Williamson County, Texas, more fully described in **Exhibit "A"** attached hereto;

32.866 acre tract of land, out of and a part of the Lemuel S. Walters Survey, Abstract No. 653, Williamson County, Texas, more fully described in **Exhibit "B"** attached hereto; and

11.138 acre tract of land, out of and a part of the Lemuel S. Walters Survey, Abstract No. 653, Williamson County, Texas, more fully described in **Exhibit "C"** attached hereto.

The parties hereto desire to partition the above described property.

NOW, THEREFORE, for the purpose of making partition of the above described property and in order that the parties may each hold his or her interest separately and not in common, and in consideration thereof, the parties, have agreed upon a partition of the above described real property and partition the property as hereinafter set forth.

1. ELLEN L. WALZ grants and conveys to ROBERT ISCHY, his heirs and assigns, all the right, title, and interest of ELLEN L. WALZ in and to that **36.446 acres** of land, more or less, described in **Exhibit "A"**, TO HAVE AND TO HOLD the said property, together with the tenements and appurtenances thereunto belonging to ROBERT ISCHY, his heirs and assigns forever, together with easement rights as described in that one certain Easement Agreement For Reciprocal Access recorded as Document No. 2005070268, Official Public Records of Williamson County, Texas, with the use of such easement to be in common with the use of ELLEN L. WALZ, her heirs and assigns, and all others that may be entitled to use such easement.

Unofficial Document

2. ROBERT ISCHY grants and conveys to ELLEN L. WALZ, her heirs and assigns, all the right, title, and interest of ROBERT ISCHY in and to that **32.866 acres** of land, more or less, described in **Exhibit "B"** and that **11.138 acres** of land, more or less, described in **Exhibit "C"**, TO HAVE AND TO HOLD the said property, together with the tenements and appurtenances thereunto belonging to ELLEN L. WALZ, her heirs and assigns forever, together with easement rights as described in that one certain Easement Agreement For Reciprocal Access recorded as Document No. 2005070268, Official Public Records of Williamson County, Texas, with the use of such easement to be in common with the use of ROBERT ISCHY, his heirs and assigns, and all others that may entitled to use such easement

Each conveyance is made, delivered and accepted subject to the payment of ad valorem taxes assessed against the property conveyed for the current year, all restrictions, covenants, any outstanding royalty and mineral reservations, conditions and easements of record affecting said property, and any and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities affecting said property.

Each party binds himself or herself, his or her heirs, executors, administrators, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto each respective Grantee, his or her heirs, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under such party but not otherwise, except as to the reservations from and exceptions to conveyance and warranty set forth herein.

Dated: September 17, 2024

Ellen L Walz
ELLEN L. WALZ

ROBERT ISCHY

STATE OF TEXAS *

COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on _____, 2024 by ROBERT ISCHY.

Notary Public, State of Texas

STATE OF WISCONSIN *

COUNTY OF Grant *

This instrument was acknowledged before me on Sept 17, 2024 by ELLEN L. WALZ.

RENEE SCHWANTES NOTARY PUBLIC State of Wisconsin

Renee Schwantes
Notary Public, State of Wisconsin
expires 2-7-2027

Unofficial Documents

2. ROBERT ISCHY grants and conveys to ELLEN L. WALZ, her heirs and assigns, all the right, title, and interest of ROBERT ISCHY in and to that **32.866 acres** of land, more or less, described in **Exhibit "B"** and that **11.138 acres** of land, more or less, described in **Exhibit "C"**, TO HAVE AND TO HOLD the said property, together with the tenements and appurtenances thereunto belonging to ELLEN L. WALZ, her heirs and assigns forever, together with easement rights as described in that one certain Easement Agreement For Reciprocal Access recorded as Document No. 2005070268, Official Public Records of Williamson County, Texas, with the use of such easement to be in common with the use of ROBERT ISCHY, his heirs and assigns, and all others that may entitled to use such easement

Each conveyance is made, delivered and accepted subject to the payment of ad valorem taxes assessed against the property conveyed for the current year, all restrictions, covenants, any outstanding royalty and mineral reservations, conditions and easements of record affecting said property, and any and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities affecting said property.

Each party binds himself or herself, his or her heirs, executors, administrators, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto each respective Grantee, his or her heirs, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under such party but not otherwise, except as to the reservations from and exceptions to conveyance and warranty set forth herein.

Dated: September 17, 2024

ELLEN L. WALZ

ROBERT ISCHY

STATE OF TEXAS *

COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on September 26, 2024 by ROBERT ISCHY.

SYLVIA VELEZ
Notary Public, State of Texas
My Commission Expires
June 08, 2028
NOTARY ID 13069226-8

Notary Public, State of Texas

STATE OF WISCONSIN *

COUNTY OF _____ *

This instrument was acknowledged before me on _____, 2024 by ELLEN L. WALZ.

Notary Public, State of Wisconsin

Unofficial Document

FIELD NOTES
JOB NO. 221283-00
DATE: AUGUST 2, 2024
PAGE 1 OF ~~3~~ 2

EXHIBIT "A"

36.446 ACRES

DESCRIPTION OF A 36.446 ACRE TRACT OF LAND, OUT OF AND A PART OF THE LEMUEL S. WALTERS SURVEY, ABSTRACT NO. 653, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT 57.95 ACRE TRACT 3, AND A PORTION OF THAT 28.59 ACRE TRACT 5, PLUS ALL OF THAT 0.98 ACRE TRACT 2 AS CONVEYED TO ROBERT ISCHY, ET AL, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2017008428, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON JULY 26, 2024, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with plastic cap stamped "CS LTD" found in the west right-of-way (250' Right-of-Way) line of Ronald Reagan Boulevard, at the most south corner of a 6.15 acre tract conveyed to Williamson County for the Right-of-Way for Ronald Reagan Boulevard, also at the northwest corner of a 39.498 acre tract as conveyed to Williamson County, by Special Warranty Deed recorded in Document No. 2014075742, of said Official Public Records;

THENCE, S 21°36'16" E, with the west line of the said 39.498 acre Williamson County tract and the east line of said 57.95 acre Tract 3, **for a distance of 808.84' feet**, to a 1/2 inch iron rod found, at the southeast corner of the said 57.95 acre Tract 3, also at an Ell corner of the said 39.498 acre Williamson County tract, for the southeast corner of the herein described tract;

THENCE, S 68°27'04" W, with north line of the said 39.498 acre Williamson County tract and the south line of the said 57.95 acre Tract 3, Passing at 314.43 feet, a 1/2 inch iron rod found, at the northwest corner of the said 39.498 acre Williamson County tract, also at the northeast corner of a 152 acre Tract 4 as conveyed to Susan Whitis Simpson, by Trustee's Distribution Deed recorded in Document No. 2017101217, of said Official Public Records, continuing with the north line of the said 152 acre Simpson Tract 4 and the south line of the said 57.95 acre Tracts 3 and the south line of a 0.98 acre Tract 2 as conveyed to Robert Ischy and recorded in Document # 2017008428 of the Official Public Records of Williamson County, Texas, continuing for an additional 805.66 feet passing a 1/2 inch iron rod found, at the southwest corner of the said 0.98 acre Tract 2, also at the southeast corner of a 28.59 acre Tract 5 as conveyed to Robert Ischy and recorded in Document #2017008428 of the Official Public records of Williamson County, Texas, continuing with the north line of said 152 Acre Simpson Tract 4 and the south line of the said 28.59 acre Tract 5, an additional 491.22 feet, for a **total distance of 1611.32' feet**, to a 1/2 inch iron rod with blue cap stamped "Quick Inc. RPLS 6447" found, at the southeast corner of a 161.439 acre tract as conveyed to FP Hacinda Properties, LLC, by Warranty Deed recorded in Document No. 2019068000, of the said Official Public Records, also at the southwest corner of the said 28.59 acre Tract 5, for the southwest corner of the herein described tract;

THENCE, N 21°09'52" W, with the east line of the said 161.439 acre FP Hacinda tract and the west line of the said 28.59 acre Tract 5, **for a distance of 498.51' feet**, to a 1/2" iron rod with plastic cap Stamped "TLS" set, for the most westerly northwest corner of the herein described tract;

THENCE, crossing the said 28.59 acre Tract 5 and the said 57.95 acre Tract 3 the following four (4) consecutive courses:

1. **N 59°00'11" E, for a distance of 634.19' feet**, to a 1/2" iron rod with plastic cap Stamped "TLS" set, for an Ell corner of the herein described tract;

2. **N 15°17'24" W, for a distance of 212.44' feet**, to a 2½ inch diameter metal fence post, for an angle point in the herein described tract;

3. **N 18°32'09" W, for a distance of 414.37' feet**, to a 1/2" iron rod with plastic cap Stamped "TLS" set for the most northerly northwest corner of the herein described tract;

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FIELD NOTES
JOB NO.: 221283–00
DATE: AUGUST 2, 2024
PAGE 2 OF ~~3~~ 2

EXHIBIT "A"

4. **N 53°44'20" E, for a distance of 778.25' feet,** to a 1/2" iron rod with plastic cap Stamped "TLS" set in the west right-of-way line of the said 6.15 acre Ronald Reagan Boulevard (250' Right-of-Way) and the east line of the said 57.95 acre Tract 3; for the northeast corner of the herein described tract;

THENCE, S 37°59'51" E, with the west right-of-way line of the said 6.15 acre Ronald Reagan Boulevard (250' Right-of-Way) and the east line of the said 57.95 acre Tract 3, **for a distance of 533.83' feet,** to a 1/2 inch iron rod found at the point of curvature of a curve to the left, for the point of curvature of the herein described tract;

THENCE, with the west right-of-way line of the said 6.15 acre Ronald Reagan Boulevard (250' Right-of-Way) and the east line of the said 57.95 acre Tract 3, with a curve to the left having a Central Angle of 2°00'23", a Radius of 3125.00' feet, **Chord Bears S 38°58'52" E 109.42' feet,** for an Arc distance of 109.43' feet, to the Place of Beginning, containing 36.446 acres of land area.

Bearings cited herein based on: Texas State Plane Coordinate System, Grid North, Central Zone, (4203) NAD 83. This Field Note description may not be used in violation of State of Texas Local Government Code, Chapter 232, County Regulations of Subdivisions. Unless this Field Note description, including preamble, seal and signature, appears in its entirety, and original form, this surveyor assumes no responsibility or liability for its accuracy. Texas land Surveying, Inc. assumes NO liability of any kind for the misuse (illegal use) of this Field Note description.

July 26, 2024

Dean Woodley, R.P.L.S. 5086
Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628

STATE OF TEXAS REGISTERED DEAN WOODLEY 5086 PROFESSIONAL LAND SURVEYOR

Texas Land Surveying, Inc.
-A Land Surveying Firm-
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPLS FIRM No. 10056200

Unofficial Document

S:\2022 PROJECTS\221283 LS WALTERS SURV 80.446 AC - 34148 RONALD REAGAN BOULEVARD\PORPERTY DIV 2024\221283 36.446 ACRES.odt

FIELD NOTES
JOB NO. 221283-00
DATE: AUGUST 2, 2024
PAGE 1 OF ~~3~~ 2

EXHIBIT "B"

32.866 ACRES

DESCRIPTION OF A 32.866 ACRE TRACT OF LAND, OUT OF AND A PART OF THE LEMUEL S. WALTERS SURVEY, ABSTRACT NO. 653, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT 57.95 ACRE TRACT 3, AND A PORTION OF THAT 28.59 ACRE TRACT 5 AS CONVEYED TO ROBERT ISCHY, ET AL, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2017008428, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON JULY 26, 2024, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found in the west right of way (120' Right-of-Way) of Ronald Reagan Boulevard, at the northwest corner of a 6.15 acre tract as conveyed to Williamson County, for right-of-way, and recorded in Document #2010061220 of the Official Public Records of Williamson County, Texas, and at the northeast corner of the remainder of a 57.95 acre Tract 3 as conveyed to Robert Ischy, et al and recorded in Document #2017008428 of the Official Public Records of Williamson County, and at the easterly southeast corner of a 161.439 acre tract as conveyed to FP Hacinda Properties, LLC. And recorded in Document #2019068000 Official Public Records of Williamson County;

THENCE, **S 80°34'50" W**, with the north line of the said remainder of the 57.95 acre Tract 3 and the south line of the said 161.439 acre FP Hacinda tract, for a distance of 400.57' feet, to a 1/2" inch iron rod with a plastic cap stamped "TLS" set in the south line of the said 161.439 acre FP Hacinda tract, and the north line of the said 57.95 acre Tract 3, for the northeast corner of the herein described tract and the Point of Beginning;

THENCE, crossing the said 57.95 acre Tract 3 and the said 28.59 acre Tract 5 the following five (5) consecutive courses;

1. **S 26°07'02" E, for a distance of 1117.99 feet,** to a 1/2 inch iron rod with a plastic cap stamped "TLS" set,
2. **S 53°44'20" W, for a distance of 192.43 feet,** to a 1/2 inch iron rod with a plastic cap stamped "TLS" set,
3. **S 18°32'09" E, for a distance of 414.37 feet,** to a 2½ inch diameter metal fence post found,
4. **S 15°17'24" E, for a distance of 212.44 feet,** to a 1/2 inch iron rod with a plastic cap stamped "TLS" set, for the southeast corner of this tract,
5. **S 59°00'11" W, for a distance of 634.19 feet,** crossing into the said Tract 5, to a 1/2 inch iron rod with a plastic cap stamped "TLS" set in the east line of the said 161.439 acre FP Hacinda tract and the west line of said 28.59 acre Tract 5, for the southwest corner of the herein described tract;

THENCE, **N 21°09'52" W**, with the east line of said 161.439 acre FP Hacinda tract and the west line of the said 28.59 acre Tract 5, **for a distance of 2058.61 feet,** to a 1/2 inch iron rod with red cap stamped "Forest 1847" found, at an interior "ell" corner of the said 161.439 acre FP Hacinda tract, and at the northwest corner of the said 28.59 acre Tract 5, for the northwest corner of the herein described tract;

THENCE, **N 87°21'27" E,** with the south line of the said 161.439 acre Hacinda tract and the north line of the said 28.59 acre Tract 5, **for a distance of 34.59 feet,** to a 1/2 inch iron rod found, at an angle point in the south line of the said 161.439 acre FP Hacinda tract, and at an angle point in the north line of the said 28.59 acre Tract 5, for an angle point in the herein described tract;

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PAGE 2 OF ~~3~~ 2

EXHIBIT "B"

THENCE, **N 80°34'50" E**, with the south line of the said 161.439 acre FP Hacinda tract and the north line of the said 28.59 acre Tract 5 and the north line of the said 57.95 acre Tract 3, for a distance of **737.53' feet**, to the Place of Beginning, containing 32.866 acres of land area.

Bearings cited herein based on: Texas State Plane Coordinate System, Grid North, Central Zone, (4203) NAD 83. This Field Note description may not be used in violation of State of Texas Local Government Code, Chapter 232, County Regulations of Subdivisions. Unless this Field Note description, including preamble, seal and signature, appears in its entirety, and original form, this surveyor assumes no responsibility or liability for its accuracy. Texas land Surveying, Inc. assumes NO liability of any kind for the misuse (illegal use) of this Field Note description.

July 26th, 2024

Dean Woodley, R.P.L.S. 5086
Texas Land Surveying, Inc.
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Georgetown, Texas 78628

STATE OF TEXAS
REGISTERED
DEAN WOODLEY
5086
PROFESSIONAL
LAND SURVEYOR

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TBPLS FIRM No. 10056200

Unofficial Document

S:\2022 PROJECTS\221283 LS WALTERS SURV 60.446 AC - 34148 RONALD REAGAN BOULEVARD\PORPERTY DIV 2024\221283 32.866 ACRES.odt

FIELD NOTES
JOB NO. 221283-00
DATE: AUGUST 2, 2024
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EXHIBIT "C"

11.138 ACRES

DESCRIPTION OF A 11.138 ACRE TRACT OF LAND, OUT OF AND A PART OF THE LEMUEL S. WALTERS SURVEY, ABSTRACT NO. 653, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT 57.95 ACRE TRACT 3 AS CONVEYED TO ROBERT ISCHY, ET AL, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2017008428, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON JULY 26, 2024, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with an illegible cap found in the curving west right-of-way line of a 6.15 acre tract, as conveyed to Williamson County for Ronald Reagan Boulevard (120' Right-of-Way) and recorded in document #2017008428 of the Official Public Records of Williamson County, Texas, at the easterly southeast corner of a 161.439 acre tract as conveyed to FP Hacinda Properties, LLC, by Warranty Deed recorded in Document No. 2019088000, of said Official Public Records, for the northeast corner of the herein described tract;

THENCE, with the curving (6.15 acre) right-of way of Ronald Reagan Blvd, and a curve to the right having a Central Angle of 2°56'41", a Radius of 2,739.79' feet, **Chord Bears S39°28'01 E, 140.80' feet**, for an Arch distance of 140.81' feet, to a 1/2 inch iron rod with an illegible cap found at the point of tangency in the west right-of-way of the said (6.15 acre) Ronald Reagan Boulevard, for a point of tangency for the herein described tract;

THENCE, **S 37°59'51" E**, with the west right-of-way of the said (6.15 acre) Ronald Reagan Boulevard (120' Right-of-Way), **for a distance of 779.43 feet**, to a 1/2 inch iron rod with a plastic cap stamped "TLS" set, for the southeast corner of the herein described tract, from which a 1/2" iron rod found at the most southerly corner of the said (6.15 acre) Ronald Reagan tract, Bears S37°59'51"E, 533.91' feet;

THENCE, crossing the said 57.95 acre Tract 3 for the following two (2) courses;

1. **S 53°44'20" W, for a distance of 685.81' feet**, to a 1/2 inch iron rod with a plastic cap stamped "TLS" set, for the southwest corner of the herein described tract;
2. **N 26°07'02" W, for a distance of 1,117.99' feet**, to a 1/2 inch iron rod with a plastic cap stamped "TLS" set in the south line of the said 161.439 acre FP Hacinda tract, and the north line of the said 57.95 acre Tract 3, for the northwest corner of the herein described tract, from which a 1/2" iron rod found at an angle point in the north line of the said 57.95 acre Tract 3 and an angle point in the said 161.439 acre FP Hacinda tract, Bears N80°34'50"E, 737.64' feet;

THENCE, **N 80°34'50" E**, with the south line of the said 161.439 acre FP Hacinda tract and the north line of the said 57.95 acre Tract 3, **for a distance of 400.57 feet**, to the Place of Beginning and containing 11.138 acres of land area.

Bearings cited herein based on: Texas State Plane Coordinate System, Grid North, Central Zone, (4203) NAD 83. This Field Note description may not be used in violation of State of Texas Local Government Code, Chapter 232; County Regulations of Subdivisions. Unless this Field Note description, including preamble, seal and signature, appears in its entirety, and original form, this surveyor assumes no responsibility or liability for its accuracy. Texas land Surveying, Inc. assumes NO liability of any kind for the misuse (illegal use) of this Field Note description.

July 26th, 2024

Dean Woodley, R.P.L.S. 5086
Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628

STATE OF TEXAS
REGISTERED
DEAN WOODLEY
5086
PROFESSIONAL
LAND SURVEYOR

After recording, return to:
Merlin Lester
213-A West 8th Street
Georgetown, Texas 78626

Texas Land Surveying, Inc.
-A Land Surveying Firm-
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.txlandsurvey.com
TBPLS FIRM No. 10056200

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2024080966

DEED Fee: $53.00
10/11/2024 10:26 AM AMCCOY

Nancy E. Rister, County Clerk
Williamson County, Texas

Unofficial Document

Exhibit B to Resolution

Legal Description and Map

FIELD NOTES
JOB NO. 221283–00
DATE: AUGUST 2, 2024
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EXHIBIT "A"

36.446 ACRES

DESCRIPTION OF A 36.446 ACRE TRACT OF LAND, OUT OF AND A PART OF THE LEMUEL S. WALTERS SURVEY, ABSTRACT NO. 653, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT 57.95 ACRE TRACT 3, AND A PORTION OF THAT 28.59 ACRE TRACT 5, PLUS ALL OF THAT 0.98 ACRE TRACT 2 AS CONVEYED TO ROBERT ISCHY, ET AL, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2017008428, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON JULY 26, 2024, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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THENCE, S 21°36'16" E, with the west line of the said 39.498 acre Williamson County tract and the east line of said 57.95 acre Tract 3, **for a distance of 808.84' feet,** to a 1/2 inch iron rod found, at the southeast corner of the said 57.95 acre Tract 3, also at an Ell corner of the said 39.498 acre Williamson County tract, for the southeast corner of the herein described tract;

THENCE, S 68°27'04" W, with north line of the said 39.498 acre Williamson County tract and the south line of the said 57.95 acre Tract 3, Passing at 314.43 feet, a 1/2 inch iron rod found, at the northwest corner of the said 39.498 acre Williamson County tract, also at the northeast corner of a 152 acre Tract 4 as conveyed to Susan Whitis Simpson, by Trustee's Distribution Deed recorded in Document No. 2017101217, of said Official Public Records, continuing with the north line of the said 152 acre Simpson Tract 4 and the south line of the said 57.95 acre Tracts 3 and the south line of a 0.98 acre Tract 2 as conveyed to Robert Ischy and recorded in Document # 2017008428 of the Official Public Records of Williamson County, Texas, continuing for an additional 805.66 feet passing a 1/2 inch iron rod found, at the southwest corner of the said 0.98 acre Tract 2, also at the southeast corner of a 28.59 acre Tract 5 as conveyed to Robert Ischy and recorded in Document #2017008428 of the Official Public records of Williamson County, Texas, continuing with the north line of said 152 Acre Simpson Tract 4 and the south line of the said 28.59 acre Tract 5, an additional 491.22 feet, for a **total distance of 1611.32' feet,** to a 1/2 inch iron rod with blue cap stamped "Quick Inc. RPLS 6447" found, at the southeast corner of a 161.439 acre tract as conveyed to FP Hacinda Properties, LLC, by Warranty Deed recorded in Document No. 2019068000, of the said Official Public Records, also at the southwest corner of the said 28.59 acre Tract 5, for the southwest corner of the herein described tract;

THENCE, N 21°09'52" W, with the east line of the said 161.439 acre FP Hacinda tract and the west line of the said 28.59 acre Tract 5, **for a distance of 498.51' feet,** to a 1/2" iron rod with plastic cap Stamped "TLS" set, for the most westerly northwest corner of the herein described tract;

THENCE, crossing the said 28.59 acre Tract 5 and the said 57.95 acre Tract 3 the following four (4) consecutive courses:

1. **N 59°00'11" E, for a distance of 634.19' feet,** to a 1/2" iron rod with plastic cap Stamped "TLS" set, for an Ell corner of the herein described tract;

2. **N 15°17'24" W, for a distance of 212.44' feet,** to a 2½ inch diameter metal fence post, for an angle point in the herein described tract;

3. **N 18°32'09" W, for a distance of 414.37' feet,** to a 1/2" iron rod with plastic cap Stamped "TLS" set for the most northerly northwest corner of the herein described tract;

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JOB NO.: 221283–00
DATE: AUGUST 2, 2024
PAGE 2 OF ~~3~~ 2

EXHIBIT "A"

4. **N.53°44'20" E, for a distance of 778.25' feet,** to a 1/2" iron rod with plastic cap Stamped "TLS" set in the west right-of-way line of the said 6.15 acre Ronald Reagan Boulevard (250' Right-of-Way) and the east line of the said 57.95 acre Tract 3, for the northeast corner of the herein described tract;

THENCE, S 37°59'51" E, with the west right-of-way line of the said 6.15 acre Ronald Reagan Boulevard (250' Right-of-Way) and the east line of the said 57.95 acre Tract 3, **for a distance of 533.83' feet,** to a 1/2 inch iron rod found at the point of curvature of a curve to the left, for the point of curvature of the herein described tract;

THENCE, with the west right-of-way line of the said 6.15 acre Ronald Reagan Boulevard (250' Right-of-Way) and the east line of the said 57.95 acre Tract 3, with a curve to the left having a Central Angle of 2°00'23", a Radius of 3125.00' feet, **Chord Bears S 38°58'52" E 109.42' feet,** for an Arc distance of 109.43' feet, to the Place of Beginning, containing 36.446 acres of land area.

Bearings cited herein based on: Texas State Plane Coordinate System, Grid North, Central Zone, (4203) NAD 83. This Field Note description may not be used in violation of State of Texas Local Government Code, Chapter 232, County Regulations of Subdivisions. Unless this Field Note description, including preamble, seal and signature, appears in its entirety, and original form, this surveyor assumes no responsibility or liability for its accuracy. Texas land Surveying, Inc. assumes NO liability of any kind for the misuse (illegal use) of this Field Note description.

July 26, 2024

Dean Woodley, R.P.L.S. 5086
Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628

STATE OF TEXAS REGISTERED DEAN WOODLEY 5086 PROFESSIONAL LAND SURVEYOR

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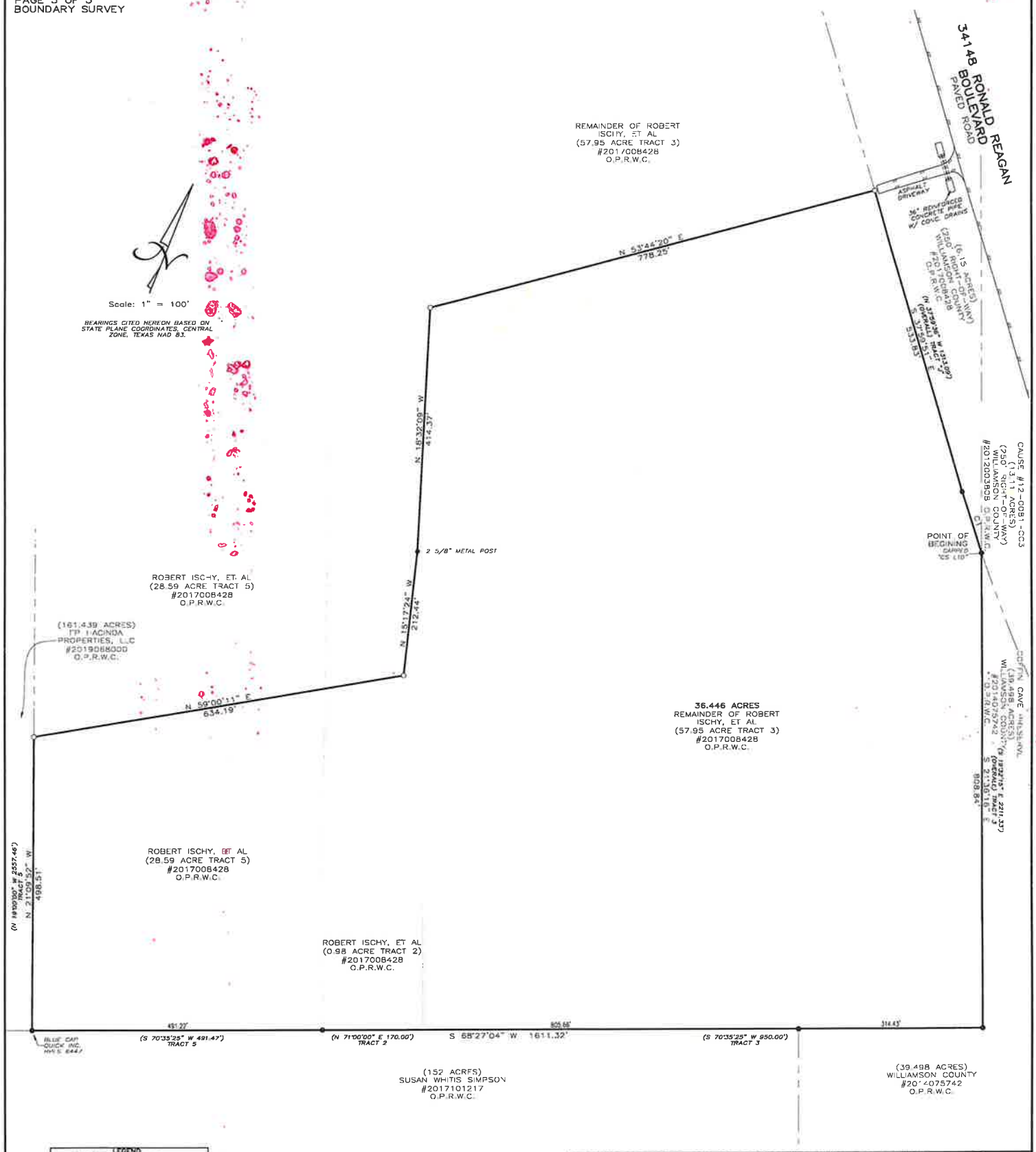
S:\2022 PROJECTS\221283 LS WALTERS SURV 80.446 AC - 34148 RONALD REAGAN BOULEVARD\PORPERTY DIV 2024\221283 36.446 ACRES.odt

Unofficial Document

DESCRIPTION OF A 36.446 ACRE TRACT OF LAND, OUT OF AND A PART OF THE LEMUEL S. WALTERS SURVEY, ABSTRACT NO. 653, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 57.95 ACRE TRACT 3 AND A 28.59 ACRE TRACT 5, PLUS ALL OF A 0.98 ACRE TRACT 2, AS CONVEYED TO ROBERT ISCHY, ET AL, BY DEED RECORDED IN DOCUMENT NO. 2017008428, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

JOB NO: 221283
DRAWN: JRB
F.C.: CC

PAGE 3 OF 3
BOUNDARY SURVEY



LEGEND	
●	1/2" IRON ROD FOUND WITH NO CAP (UNLESS OTHERWISE NOTED)
○	1/2" IRON ROD SET W/PLASTIC CAP STAMPED "TLS INC"
( )	RECORD INFORMATION

CURVE TABLE					
NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	2°00'23"	3125.00'	109.43'	109.43'	S 38°38'52" E
RECORD CURVE TABLE TRACT "J"					
NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C2	2°00'21"	3125.00'	108.40'	109.39'	N 38°38'43" W

THIS AREA DOES NOT APPEAR TO BE IN SPECIAL FLOOD HAZARD AREAS PER FEMA'S FLOOD INSURANCE RATE MAP #48491C0125F, DATED DEC. 20, 2019. THIS STATEMENT IS NOT MADE IN LIEU OF AN ELEVATION CERTIFICATE.

SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. OTHER EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON MAY AFFECT.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

THAT SURVEYOR FOR TEXAS LAND SURVEYING, INC., HAVE THIS DATE CAUSED TO BE PERFORMED AN ON-THE-GROUND SURVEY UNDER MY SUPERVISION OF THE FOREGOING TRACT OF LAND AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, ENCROACHMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

Texas Land Surveying, Inc.
-A Land Surveying Firm-
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPLS FIRM NO.10056200

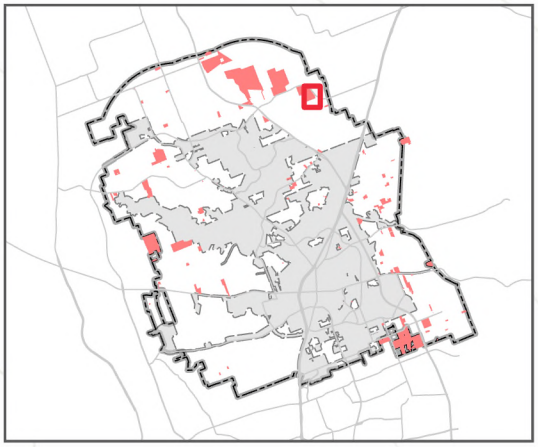
STATE OF TEXAS REGISTERED DEAN WOODLEY 5086 LAND SURVEYOR

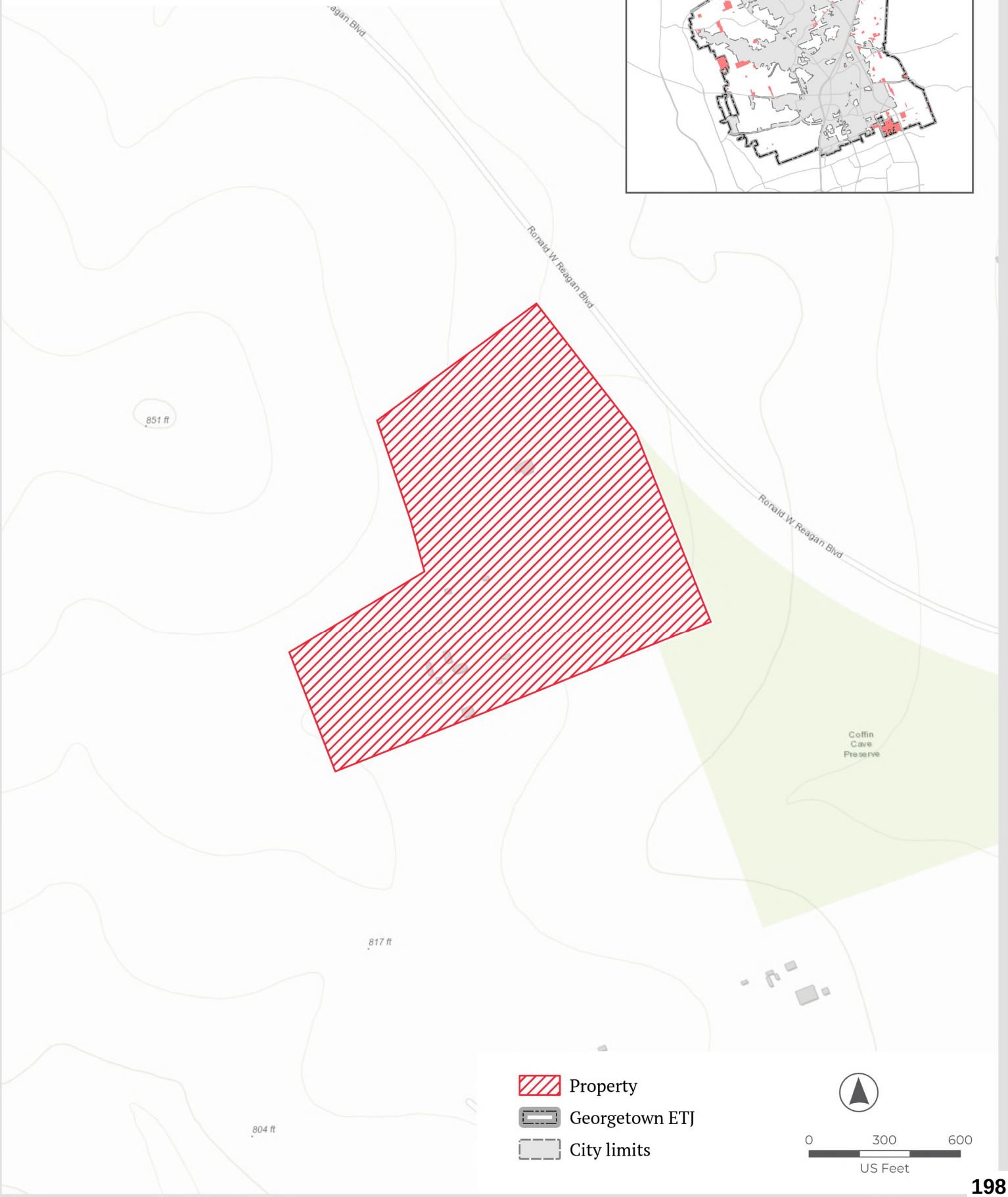
Witness my hand and seal this 26th Day of JULY 2024

© Copyright 2024 by Texas Land Surveying, Inc. This survey provided solely for the use of the current parties and no license has been created, express or implied, to copy the survey except as necessary in conjunction with the original transaction, which shall take place within 90 days of the completion of the

Petitioned for ETJ Removal

ISCHY, ROBERT





City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
Purchase of Property for Future Tank and Pump Station Site

SUGGESTED ACTION:
Consideration and possible action to approve the purchase of a 4.5 acre tract of land located near the intersection of CR 110 and CR 107 using American Rescue Plan Act of 2021 ("ARPA") funds, which tract of land will be jointly owned by the City of Georgetown and the City of Round Rock and will be used for a future tank and pump station site, and to authorize the City Manager to execute all necessary documents to acquire the tract of land, including a deed in the form substantially similar to the deed attached hereto -- Andrew Culpepper, Assistant City Attorney - Real Estate Services

ITEM SUMMARY:
The City of Round Rock has been negotiating to purchase 4 acres of land near the intersection of CR 110 and CR 107 that will be used for a future tank and pump station site. The 4-acre tract will be purchased with American Rescue Plan Act of 2021 ("ARPA") funds. In view of the fact that the 4-acre tract will be purchased with ARPA funds, the tract will be co-owned by the City of Round Rock and the City of Georgetown. This item is to authorize the City Manager to execute all necessary documents to acquire the 4-acre tract of land, including a deed in the form substantially similar to the deed attached hereto.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Andrew Culpepper, City Attorney's Office/ Real Estate

ATTACHMENTS:
Nelson Deed - Chandler Water Tank Site

DEED
Chandler Water Tank Site

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., a Texas limited partnership** hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **CITY OF ROUND ROCK, TEXAS (as to a 50% interest) and CITY OF GEORGETOWN, a Texas home rule municipal corporation (as to a 50% interest)**, hereinafter collectively referred to as Grantee, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain approximately 4.50-acre (196,170 Sq. Ft.) tract of land in the Ruidoso Irrigation Co. Survey, Abstract No. 714, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein ("Property")

SAVE AND EXCEPT, HOWEVER, Grantor hereby reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the Property and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Grantee or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other building material upon, in and under said land for the construction and maintenance of roadway and drainage improvements thereon, but shall not be used or exported from the Property for any other purpose.

The Property is part of a larger tract of land owned by Grantor identified as WCAD Parcel No. R056619 (said real property, save and except the Property, being referred to herein as the "Remainder Property").

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

(i) Visible and apparent easements not appearing of record;

(ii) Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

(iii) Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently affecting the Property, but only to the extent that said items are still valid and in force and effect at this time; and

(iv) the restrictive covenants set forth below, which Grantee covenants and agrees to perform.

TO HAVE AND TO HOLD the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee and its successors and assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Grantee and its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTEE AGREES THAT THE PROPERTY IS HEREBY SOLD TO AND ACCEPTED BY GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY.

By acceptance of this deed, Grantee assumes and agrees to pay all ad valorem taxes after the date of this deed relating to the Property, for the current and all subsequent years, and any assessments for the current and any prior years, which arise on or after the date of this deed due to change in usage or ownership of the Property by Grantee which directly result from this transfer to Grantee.

The following restrictive covenants are hereby imposed upon the Property, will run with the land comprising the Property, and will be binding upon Grantee and its successors and assigns and benefit and be enforceable by Grantor, and its successors and assigns unless otherwise indicated below:

(1) The Property may be used, improved and maintained solely for parkland and a water storage tank and pump facilities purposes and for the construction and maintenance of related drainage improvements and public utilities therein (collectively, the "Site Improvements"), and any material change from these uses is subject to the approval of Grantor, which approval shall not be unreasonably withheld. The use restriction in this paragraph shall expire and be of no further force and effect upon the expiration of thirty (30) years following the date of execution of this instrument as set out below.

(2) The Site Improvements must include appropriate facilities for the collection of all drainage and/or stormwater runoff from the Property and the adjacent County Road 107 right of way as required by any applicable Williamson County or City of Round Rock Design Criteria. No increase in volume of stormwater runoff or drainage resulting from construction of the Site Improvements may be diverted onto the Remainder Property without an express easement for such drainage granted by Grantor in its sole discretion, and any such easement will be at Grantee's sole cost.

(3) In no event shall any vertical finished building Site Improvement, exclusive of any antennae or associated communication or transmission equipment appurtenances used in the operation of the permitted Site Improvements hereunder, be greater than sixty (60) feet in height above the current Property elevation, or be located closer to any side or rear boundary of the Property than is minimally allowed by the setback provisions of the City of Round Rock Development Code effective at the time of construction.

(4) Driveway access points to and from County Road 107 shall be located no closer to any side boundary of the Property or to any other driveway access point than the minimum spacing allowed by the City of Round Rock Development Code provisions effective at the time of construction.

(5) Unless waived by Grantor in writing at Grantor's sole discretion, Grantee's construction of the Site Improvements shall include the installation of improvements that reasonably screen the Site Improvements from the view of the Remainder Property, such as a wall of at least eight (8) feet in height, a berm with trees and/or landscaping buffer, or a combination thereof. Grantor and Grantee shall work together in good faith to agree upon the specifications for such screening improvements prior to installation. Grantee shall maintain such screening improvements in good and sightly condition at all times after the installation thereof.

(6) After construction of the Site Improvements, in the event that Grantee abandons use of the Property for public use purposes, Grantee shall not thereafter convey title to the Property to any party without first granting Grantor the option to repurchase it pursuant to the requirements of Texas Local Government Code, Section 272.001 or Section 263.002, Texas Transportation Code 251.058(b) or their successors, or other applicable Texas law regarding the disposal of real property by Grantee.

[signature page to follow]

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2026.

GRANTOR:

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,
a Texas limited partnership

By: Nelson Homestead Management, LLC,
a Texas limited liability company,
its general partner

By:_____
John C. Nelson, Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2026, by John C. Nelson, Manager of Nelson Homestead Management, LLC, a Texas limited liability company, the general partner of Nelson Homestead Family Partnership, Ltd., a Texas limited partnership, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

ACCEPTED:

CITY OF ROUND ROCK, TEXAS

By:_____
Brooks Bennett, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the __ day of _____, 2026, by Brooks Bennett, Round Rock City Manager, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

ACCEPTED:

City of Georgetown,
a Texas home-rule municipal corporation

By: _____
David Morgan, City Manager

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ___ day of _____, 2026, by David Morgan, City Manager of the City of Georgetown, a Texas home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
Andrew Culpepper, Assistant City Attorney

{.00082183.4}

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

City of Round Rock, Texas
Attn: City Clerk
221 E. Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

BAIRD, HAMPTON & BROWN

797 Sam Bass Road # 639
Round Rock, Texas 78680
817.338.1277

EXHIBIT "A"

FIELDNOTES for a 4.50 acre tract situated in the Ruidosa Irrigation Co Survey, Abstract No. 714, out of the remainder of a tract conveyed to Nelson Homestead Family Partnership, LTD in a Special Warranty Deed, as recorded under Instrument Number 1998024078, of the Official Public Records of Williamson County, Texas (hereinafter referred to as Nelson Tract); the tract being more fully described as follows:

COMMENCING at a 1/2-inch iron rod stamped "LJA SURVEYING" found at a corner of County Road 110, a variable width right-of-way described under Instrument Numbers 2021110352 and 2022095017, of the Official Public Records of Williamson County, Texas; **THENCE** NORTH 66°24'46" WEST along the southwest right of way line of said County Road 110, a distance of 106.16 feet to a 1/2-inch iron rod found in the southeast right-of-way University Boulevard (also known as Chandler Road), a 200 feet wide right of way described under Instrument Number 2003002312, of said Official Public Records of Williamson County, Texas; **THENCE** NORTH 21°27'52" WEST over and across said University Boulevard, a distance of 200.00 feet to a 1/2-inch iron rod found in the northwest right-of-way of said University Boulevard; **THENCE** continuing along the southwest right of way line of said County Road 110, the following calls: NORTH 23°35'14" EAST, a distance of 105.97 feet; NORTH 21°27'52" WEST a distance of 76.91 feet; along a curve to the left having a radius of 4,900.00 feet, an arc length of 259.88 feet, and a chord which bears NORTH 22°59'01" WEST, a distance of 259.85 feet to a 1/2-inch iron rod found; NORTH 17°21'38" WEST a distance of 182.37 feet; NORTH 26°36'30" WEST a distance of 406.73 feet; along a curve to the right, having a radius of 5,068.00 feet, an arc length of 158.08 feet, and a chord which bears NORTH 25°42'53" WEST a distance of 158.07 feet to a 5/8-inch iron rod with a cap stamped "BHB INC" set; **THENCE** SOUTH 68°28'35" WEST, departing the southwest right-of-way of said County Road 110, over and across said Nelson Tract, a distance of 428.55 feet to a 5/8-inch iron rod with a cap stamped "BHB INC" set at the **POINT OF BEGINNING**;

THENCE continuing through the interior of said Nelson tract, the following calls:

1. SOUTH 68°28'35" WEST, a distance of 579.99 feet to a 5/8-inch iron rod with a cap stamped "BHB INC" set;
2. NORTH 26°01'38" WEST, a distance of 313.08 feet to a 5/8-inch iron rod with a cap stamped "BHB INC" set;
3. NORTH 63°30'15" EAST, a distance of 200.70 feet to a 5/8-inch iron rod with a cap stamped "BHB INC" set;

4. Along a curve to the right, having a radius of 1,460 feet, an arc length of 126.70 feet, and a chord which bears NORTH 65°59'25" EAST, a distance of 126.66 feet to a 5/8-inch iron rod with a cap stamped "BHB INC" set;
5. NORTH 68°28'35" EAST, a distance of 281.33 feet to a 5/8-inch iron rod with a cap stamped "BHB INC" set, from which a 1/2-inch iron rod found bears NORTH 68°28'35" EAST a distance of 201.95 feet;
6. SOUTH 20°58'01" EAST, a distance of 335.02 feet to the **POINT OF BEGINNING,** containing 4.50 acres (+/- 196,170 Square Feet), more or less.

Bearings are based on the Texas System of 1983, Texas Central Zone 4203.
Distances and Areas are represented in US Survey Feet.

Cole Strevey
Registered Professional
Land Surveyor No. 6731
Date: May 26, 2026
Revised: N/A

STATE OF TEXAS
REGISTERED
COLE STREVEY
6731
PROFESSIONAL
LAND SURVEYOR

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

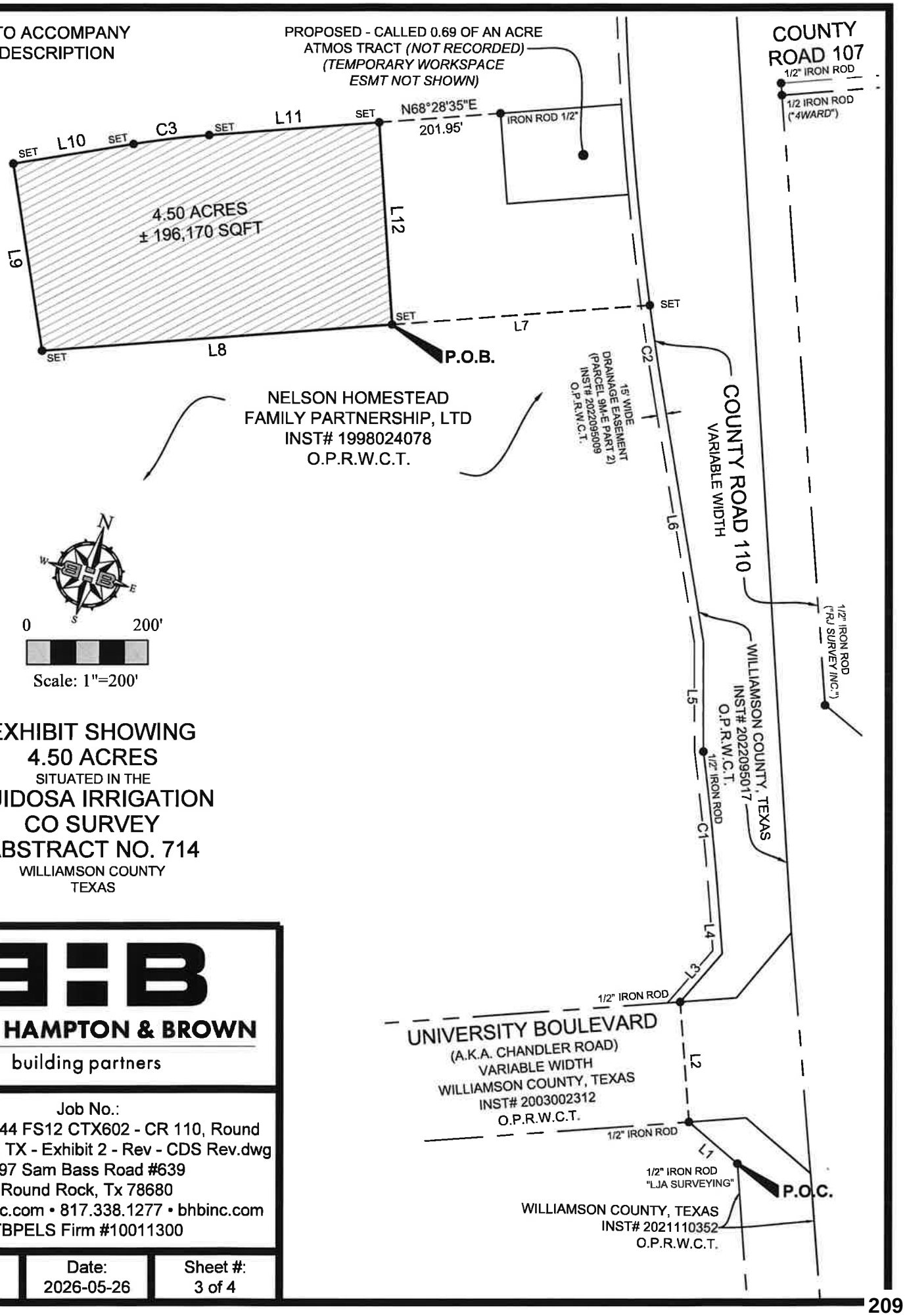


EXHIBIT SHOWING
4.50 ACRES
SITUATED IN THE
RUIDOSA IRRIGATION CO SURVEY
ABSTRACT NO. 714
WILLIAMSON COUNTY
TEXAS

BAIRD, HAMPTON & BROWN
building partners

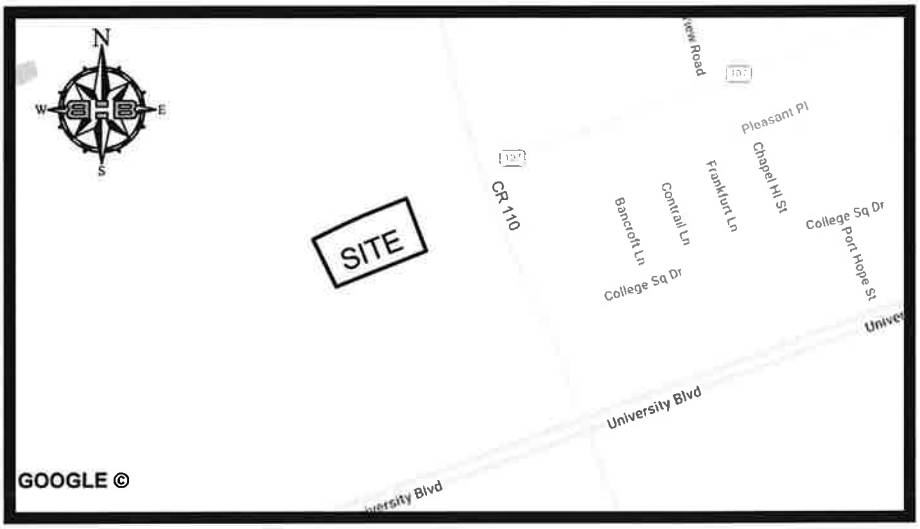
Job No.:
2026.013.044 FS12 CTX602 - CR 110, Round Rock, Wilco., TX - Exhibit 2 - Rev - CDS Rev.dwg
797 Sam Bass Road #639
Round Rock, Tx 78680
mail@bhbinc.com • 817.338.1277 • bhbinc.com
TBPELS Firm #10011300

Drafter:	Date:	Sheet #:
CY	2026-05-26	3 of 4

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Line Data Table		
Line #	Bearing	Distance
L1	N66°24'46"W	106.16'
L2	N21°27'52"W	200.00'
L3	N23°35'14"E	105.97'
L4	N21°27'52"W	76.91'
L5	N17°21'38"W	182.37'
L6	N26°36'30"W	406.73'
L7	S68°28'35"W	428.55'
L8	S68°28'35"W	579.99'
L9	N26°01'38"W	313.08'
L10	N63°30'15"E	200.70'
L11	N68°28'35"E	281.33'
L12	S20°58'01"E	335.02'

Curve Data Table					
Curve #	Arc	Radius	Delta	Chord Bearing	Chord
C1	259.88'	4900.00'	003°02'20"	N22°59'01"W	259.85'
C2	158.08'	5068.00'	001°47'14"	N25°42'53"W	158.07'
C3	126.70'	1460.00'	004°58'20"	N65°59'25"E	126.66'



SITE MAP

NOT TO SCALE

SURVEYOR'S NOTES:

1. This survey is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 Adjustment), Central Zone (4203).
2. Distances and Areas shown are surface values represented in US Survey Feet.
3. Per client request, improvements are not shown for the purpose of this exhibit.
4. Field work was completed May 26, 2026.

ABBREVIATION LEGEND:

P.R.W.C.T.	Plat Records of Williamson County, Texas
O.P.R.W.C.T.	Official Public Records of Williamson County, Texas
D.R.W.C.T.	Deed Records of Williamson County, Texas
INST#	Instrument Number
P.O.B.	Point of Beginning
P.O.C.	Point of Commencement
SET	5/8" Iron Rod with Cap Stamped "BHB INC." Set

TITLE COMMITMENT NOTES:

This survey was performed with the benefit of a title commitment provided by First American Title Company, GF# 202102014A, effective April 7, 2026, and issued April 20, 2026. The record description of the subject property, and only those easements and encumbrances of record contained within Schedule B are noted and addressed hereon. Therefore, easements, agreements, or other documents, either recorded or unrecorded, may exist that affect the subject property that are not shown on this survey.

1. Document No. 2026003975 of the Official Public Records of Williamson County, Texas (*THE "RETAINED 80' EASEMENT" IS NOT LOCATED ON THE SUBJECT TRACT*)

a. Volume 238, Page 184 of the Deed Records of Williamson County, Texas (*AMBIGUOUS IN NATURE, HOWEVER APPEARS TO BE BLANKET OVER THE SUBJECT TRACT*),

as further affected by Restrictive Covenants and Partial Release of Easement recorded under Document Nos. 2026003975 (*THE "RETAINED 80' EASEMENT" IS NOT LOCATED ON THE SUBJECT TRACT*).

b. Telegraph and telephone lines easement granted to Lone Star Gas Company, by instrument dated June 15, 1928, recorded in Volume 238, Page 186 of the Deed Records of Williamson County, Texas. (*AMBIGUOUS IN NATURE, HOWEVER APPEARS TO BE BLANKET OVER THE SUBJECT TRACT*).

EXHIBIT SHOWING
4.50 ACRES
SITUATED IN THE
RUIDOSA IRRIGATION
CO SURVEY
ABSTRACT NO. 714
WILLIAMSON COUNTY
TEXAS

BAIRD, HAMPTON & BROWN
building partners

Job No.:
2026.013.044 FS12 CTX602 - CR 110, Round Rock, Wilco., TX - Exhibit 2 - Rev - CDS Rev.dwg
797 Sam Bass Road #639
Round Rock, Tx 78680
mail@bhbinc.com • 817.338.1277 • bhbinc.com
TBPELS Firm #10011300

Drafter:	Date:	Sheet #:
CY	2026-05-26	4 of 4

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
Language Change Request for Water Line Easement for Berry Creek Development

SUGGESTED ACTION:
Consideration and possible action to approve the form of the water line easement to be conveyed to the City in connection with the Berry Creek development and to authorize the City Manager to execute the water line easement in the form substantially similar to the document attached hereto -- Andrew Culpepper, Assistant City Attorney - Real Estate Services

ITEM SUMMARY:
The developer needs to convey a water line easement to the City in connection with the Berry Creek development. The developer has requested certain revisions to the City's standard water line easement form in order to be able to cross the City's water line easement area with certain surface improvements and other utilities under narrowly defined circumstances. This water line easement form contains the necessary language to accommodate that request. The City's Real Estate, Engineering and Water Departments have reviewed the easement language and recommend approval.

FINANCIAL IMPACT:

SUBMITTED BY:
Andrew Culpepper, City Attorney's Office/ Real Estate

ATTACHMENTS:
Water Line Easement (Berry Creek Development).pdf

WATER LINE EASEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §

This Water Line Easement Agreement (this "Agreement") is made on the _____ day of _____, 2026, at Georgetown, Texas, between Georgetown Housing Authority, a public housing authority organized under Chapter 392 of the Texas Local Government Code, whose address is P.O. Box 60, Georgetown, Texas 78627 (hereinafter referred to as "Grantor"), and the City of Georgetown, a Texas home-rule municipal corporation, whose address is P.O. Box 409 Georgetown, Texas 78627, ATTN: Georgetown City Secretary (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns, an EXCLUSIVE easement and right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of an underground water line and related facilities (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

   > Being all that certain tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds in **Exhibit A** and by diagram in **Exhibit B** attached hereto and made a part hereof for all purposes (the "Easement Area").

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of One and No/100 Dollars ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.

3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, relocating, and/or removing the Facilities within the Easement Area only. The Easement additionally includes the following rights: (1) the right to change the size of the Facilities within the Easement Area; (2) the right to relocate the Facilities within the Easement Area; and (3) subject to Paragraph 6 of this Agreement, the right to remove from the Easement Area all trees and parts thereof, or other obstructions, which endanger or unreasonably interfere with the efficiency and maintenance of the Facilities. Subject to the right of the City to remove from the Easement Area all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency and maintenance of the Facilities, when the City conducts any work or other activities on or near the Easement Area, the City will return the Easement Area and any other area belonging to Grantor or its successors and assigns that is disturbed in the

exercise of such access, to like or better condition, or as close thereto as is reasonably possible.

4. The duration of the Easement is perpetual.

5. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof by, through or under Grantor, but not otherwise, subject to the terms and conditions set forth in this Agreement and subject to any and all easements, covenants, leases, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement Area, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Williamson County, Texas, or apparent on the ground.

6. The Easement, and the rights and privileges granted by this Agreement, are EXCLUSIVE to Grantee, and Grantee's successors and assigns, and Grantor covenants that Grantor shall not, except as may be expressly permitted herein, convey any other easement, license, or conflicting right to use in any manner the Easement Area. Notwithstanding the foregoing, Grantor reserves for itself and its agents, employees, representatives, licensees, tenants, occupants, guests, invitees, contractors, successors, and assigns (collectively, "Grantor's Authorized Users") the right (i) to construct, place, maintain, inspect, operate, repair, alter, replace and remove driveways, roadways, curbing, gutters, sidewalks, landscaping (other than trees), and irrigation improvements (collectively the "Grantor Improvements"), on, under, over, across, and within the Easement Area, (ii) to allow wastewater, gas, telecommunications, electrical lines and other utility lines and related facilities (collectively, "Utilities") to be installed on, under, over, across, and within the Easement Area, and (iii) to grant easements for the purposes described in (i) and (ii); provided, however, Utilities installed within the Easement Area shall be at a depth to provide sufficient separation from the Facilities as determined by Grantee in its reasonable discretion and shall not run parallel to the Facilities and must cross the Facilities, if at all, at an angle of no less than 45 degrees. All the rights reserved to Grantor in this Paragraph 6 are subject to the following requirements:

   a) The construction, placement, maintenance, inspection, operation, repair, alteration, replacement and/or removal of the Grantor Improvements and the Utilities shall not materially interfere with the rights granted to Grantee herein;
   b) Grantor shall provide Grantee with written notice prior to commencing any work related to the installation of Utilities within the Easement Area;
   c) For the Utilities that Grantor, or a third party, are permitted to install within the Easement Area pursuant to the terms hereof, if such Utilities will cross Facilities that consist of a water line owned and/or operated by Grantee that is twelve (12) inches or less in diameter, Grantor shall obtain Grantee's prior written approval of the means, methods, and required distance of vertical separation by which such Utilities will cross the Facilities, such approval of the means, methods, and

required distance of vertical separation not to be unreasonably withheld, conditioned or delayed by Grantee;

d) For the Utilities that Grantor, or a third party, are permitted to install within the Easement Area pursuant to the terms hereof, if such Utilities will cross Facilities that consist of a water line owned and/or operated by Grantee that is greater than twelve (12) inches in diameter, Grantor shall obtain Grantee's prior written approval of the timing of when construction of the crossing may take place and the means, methods, and required distance of vertical separation by which such Utilities will cross the Facilities, such timing, means, methods and required distance of vertical separation to be determined by Grantee in its sole but reasonable discretion;

e) Grantor hereby RELEASES and HOLDS GRANTEE HARMLESS from any responsibility and liability to repair, replace, maintain, or compensate Grantor for damages to improvements within the Easement Area incidental to Grantee's exercise of its rights and privileges granted herein; and

f) Any easement, license, or other right granted by Grantor, or its successors or assigns, to a third party to exercise any of these reserved Grantor rights shall be subject to the requirements of this paragraph and shall include language acknowledging the rights and privileges of Grantee set forth in this Agreement and agreeing to comply with the requirements herein.

7. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

8. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

[*Signatures on the following page(s)*]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on the dates set forth herein.

GRANTOR:

GEORGETOWN HOUSING AUTHORITY,
a public housing authority organized under
Chapter 392 of the Texas Local Government Code

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2026, by _____, _____ of GEORGETOWN HOUSING AUTHORITY, a public housing authority organized under Chapter 392 of the Texas Local Government Code, on behalf of said authority.

_____
Notary Public, State of Texas

GRANTEE:

City of Georgetown, a Texas
home-rule municipal corporation

By: _____
David Morgan, City Manager

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2026, by David Morgan, City Manager of City of Georgetown, a Texas home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
_____, Assistant City Attorney

AFTER RECORDING, RETURN TO GRANTEE:
City of Georgetown
Attn: Real Estate Services
P.O. Box 409
Georgetown, Texas 78627

Williamson County, Texas
John Berry Survey, A-51

EXHIBIT A

0.1868 acre ~ 8,138 sq. ft.

FIELD NOTES DESCRIPTION

DESCRIPTION OF 0.1868 OF ONE ACRE (8,138 SQUARE FEET) OF LAND IN THE JOHN BERRY SURVEY, ABSTRACT NO. 51, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 14.096 ACRE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED TO GEORGETOWN HOUSING AUTHORITY, OF RECORD IN DOCUMENT NO. 2026005812, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; THE SAID 14.096 ACRE TRACT BEING A PORTION OF LOT 6, BLOCK A, BERRY CREEK CROSSING PHASE 1, A SUBDIVISION ACCORDING TO THE PLAT OR MAP OF RECORD IN DOCUMENT NO. 2025055379, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.1868 OF ONE ACRE (8,138 SQUARE FEET) OF LAND, AS SURVEYED BY HR GREEN DEVELOPMENT TX, LLC, AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½-inch iron rod with a plastic cap stamped "HR GREEN" set in the curving east right-of-way line of State Highway 130, a variable-width right-of-way and the east line of a certain called 11.070 acre tract designated as Parcel 17, Part 1 and described in the Judgement of Court in Absence of Objection to the State of Texas of record in Document No. 2005015488, Official Public Records of Williamson County, Texas, in the west line of a certain called 49.31 acre tract described in the Special Warranty Deed to IH35 SH130, LP of record in Document No. 2018066618, Official Public Records of Williamson County, Texas, for the northwest corner of said Lot 6, Block A, Berry Creek Crossing Phase 1, same being the northwest corner of the said 14.096 acre tract;

THENCE with the east right-of-way line of said State Highway 130 and the east line of the said 11.070 acre tract, with the west line of the said 49.31 acre tract, with the west line of said Lot 6, Block A, Berry Creek Crossing Phase 1, and of the said 14.096 acre tract, the following two (2) courses and distances:

1. with the arc of a curve to the right, having a radius of 1,268.17 feet, an arc distance of 0.56 feet, and a chord which bears S 37°17'58" E, a distance of 0.56 feet to an iron rod with an aluminum cap stamped "TEXAS DEPT OF TRAN" found at a point-of-tangency and,

2. S 37°47'30" E, a distance of 14.95 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the east right-of-way line of said State Highway 130 and the east line of the said 11.070 acre tract, crossing the said 49.31 acre tract and said Lot 6, Block A, Berry Creek Crossing Phase 1, and crossing the said 14.096 acre tract, with the north, east, and south lines of the tract described herein, the following nine (9) courses and distances:

1. N 51°01'19" E, a distance of 150.16 feet to a calculated point-of-curvature,

2. With the arc of a curve to the right, having a radius of 232.68 feet, an arc distance of 240.63 feet, and a chord which bears N 80°38'57" E, a distance of 230.05 feet to a calculated point of reverse-curvature,

3. With the arc of a curve to the left, having a radius of 286.57 feet, an arc distance of 119.46 feet, and a chord which bears S 81°12'24" E, a distance of 118.60 feet to a calculated point-of-tangency,

4. N 69°31'37" E, a distance of 34.66 feet to a calculated point for the northeast corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "HR GREEN" set for a point-of-tangency in the north line of the said 14.096 acre tract and of said Lot 6, Block A, Berry Creek Crossing Phase 1, bears N 66°42'07" E, a distance of 50.72 feet,

5. S 20°28'23" E, a distance of 15.00 feet to a calculated point for the southeast corner of the tract described herein,

6. S 69°31'37" W, a distance of 36.91 feet to a calculated point-of-curvature, from which a 1/2-inch iron rod with a plastic cap stamped "HR GREEN" set for a re-entrant corner of the said 14.096 acre tract and of said Lot 6, Block A, Berry Creek Crossing Phase 1, for the northeast corner of Lot 7, Block A, said Berry Creek Crossing Phase 1 bears S 54°23'13" W, a distance of 34.29 feet,

7. With the arc of a curve to the right, having a radius of 301.57 feet, an arc distance of 127.97 feet, and a chord which bears N 81°25'56" W, a distance of 127.01 feet to a calculated point of reverse-curvature,

8. With the arc of a curve to the left, having a radius of 217.68 feet, an arc distance of 225.06 feet, and a chord which bears S 80°38'29" W, a distance of 215.17 feet to a calculated point-of-tangency, and

9. S 51°01'19" W, a distance of 150.48 feet to a calculated point in the east right-of-way line of said State Highway 130 and the east line of the said 11.070 acre tract, in the west line of said Lot 6, Block A, Berry Creek Crossing Phase 1, same being the west line of the said 14.096 acre tract, for the southwest corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "HR GREEN" set in the east right-of-way line of said State Highway 130 and the east line of the said 11.070 acre tract, in the west line of the said 49.31 acre tract, for the westerly southwest corner of said Lot 6, Block A, Berry Creek Crossing Phase 1, and of the said 14.096 acre tract, same being the northwest corner of said Lot 7, Block A, Berry Creek Crossing Phase 1 bears S 37°47'30" E, a distance of 19.50 feet;

THENCE N 37°47'30" W, with the east right-of-way line of said State Highway 130 and the east line of the said 11.070 acre tract, with the west line of the said 49.31 acre tract, with the west line of said Lot 6, Block A, Berry Creek Crossing Phase 1, and of the said 14.096 acre tract, with the west line of the tract described herein, a distance of 15.00 feet to the **POINT OF BEGINNING** and containing 0.1868 of one acre (8,138 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the months of July, August, September 2022, and May 2025.

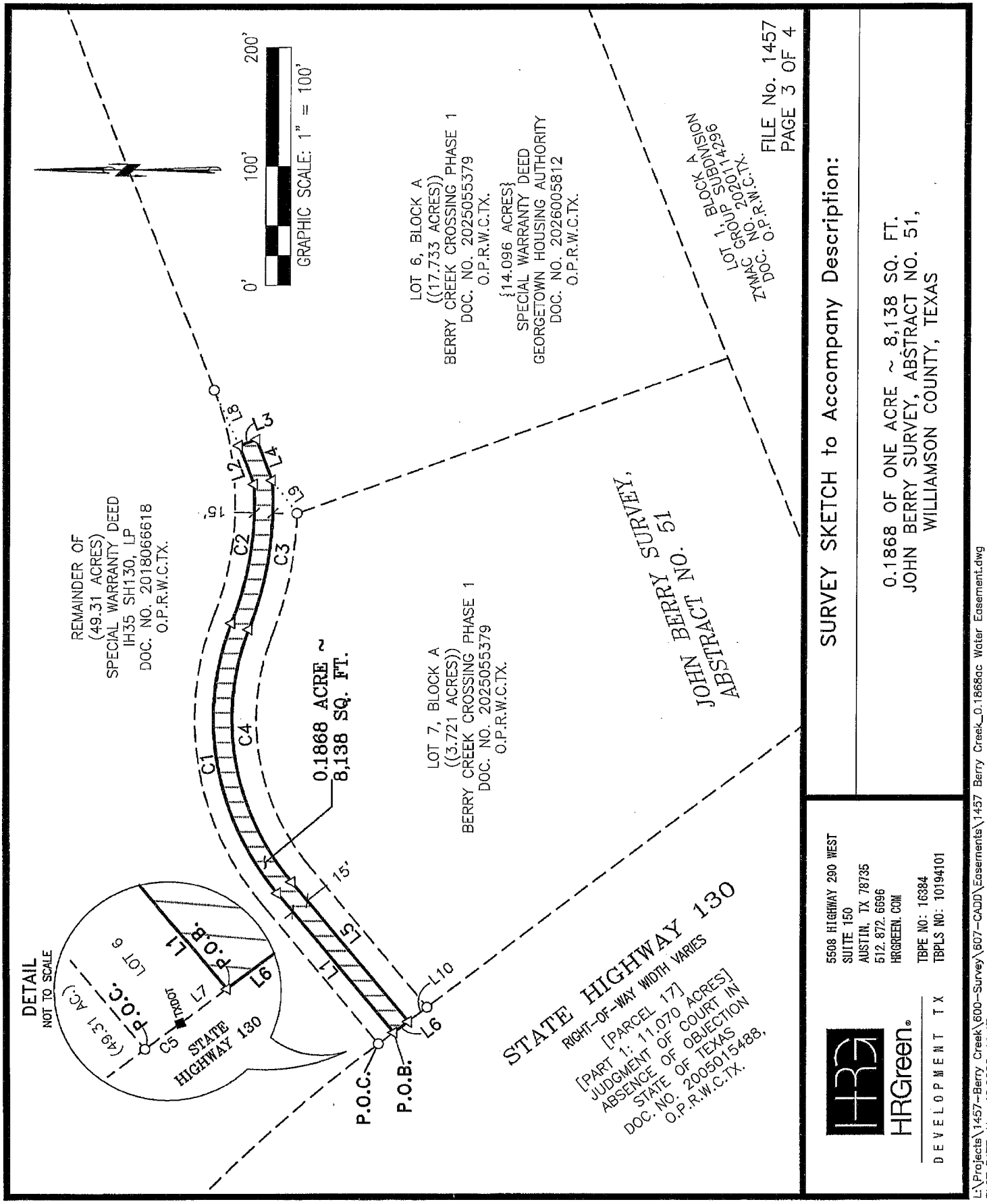
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 20th day of May, 2026 A.D.

HR Green Development TX, LLC
5508 Hwy 290 West #150
Austin, Texas 78735

Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas

STATE OF TEXAS
REGISTERED
ERNESTO NAVARRETE
6642
PROFESSIONAL
LAND SURVEYOR

EXHIBIT B


GRAPHIC SCALE: 1" = 100'
0'
100'
200'
REMAINDER OF
(49.31 ACRES)
SPECIAL WARRANTY DEED
IH35 SH130, LP
DOC. NO. 201806618
O.P.R.W.C.TX.
LOT 6, BLOCK A
((17.733 ACRES))
BERRY CREEK CROSSING PHASE 1
DOC. NO. 202505379
O.P.R.W.C.TX.
{14.096 ACRES}
SPECIAL WARRANTY DEED
GEORGETOWN HOUSING AUTHORITY
DOC. NO. 202600812
O.P.R.W.C.TX.
LOT 1, BLOCK A
ZYMAC GROUP SUBDIVISION
DOC. NO. 202014296
O.P.R.W.C.TX.
FILE No. 1457
PAGE 3 OF 4
SURVEY SKETCH to Accompany Description:
0.1868 OF ONE ACRE ~ 8,138 SQ. FT.
JOHN BERRY SURVEY, ABSTRACT NO. 51,
WILLIAMSON COUNTY, TEXAS
0.1868 ACRE ~
8,138 SQ. FT.
LOT 7, BLOCK A
((3.721 ACRES))
BERRY CREEK CROSSING PHASE 1
DOC. NO. 202505379
O.P.R.W.C.TX.
JOHN BERRY SURVEY,
ABSTRACT NO. 51
STATE HIGHWAY 130
RIGHT-OF-WAY WIDTH VARIES
[PARCEL 17]
[PART 1: 11.070 ACRES]
JUDGMENT OF COURT IN
ABSENCE OF OBJECTION
STATE OF TEXAS
DOC. NO. 2005015488,
O.P.R.W.C.TX.
P.O.C.
P.O.B.
DETAIL
NOT TO SCALE
(49.31 AC)
LOT 6
P.O.C.
P.O.B.
STATE
HIGHWAY 130
HRGreen.
DEVELOPMENT TX
5508 HIGHWAY 290 WEST
SUITE 150
AUSTIN, TX 78735
512.872.6696
HRGREEN.COM
TBPE NO: 16384
TBPLS NO: 10194101
L:\Projects\1457-Berry Creek\600-Survey\607-CADD\Easements\1457 Berry Creek_0.1868ac Water Easement.dwg
PLOT DATE: May 19,2026-11:47am

LEGEND

■ TXDOT	IRON ROD W/ 1.5" ALUMINUM CAP STAMPED "TEXAS DEPT OF TRAN" FOUND
○	1/2" IRON ROD W/ PLASTIC CAP STAMPED "HR GREEN" SET
△	CALCULATED POINT
( )	RECORD INFORMATION PER DOC. NO. 2018066618, O.P.R.W.C.TX.
(( ))	RECORD INFORMATION PER DOC. NO. 2025055379, O.P.R.W.C.TX.
{ }	RECORD INFORMATION PER DOC. NO. 2026005812, O.P.R.W.C.TX.
[ ]	ADDITIONAL RECORD INFORMATION
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 51°01'19" E	150.16'
L2	N 69°31'37" E	34.66'
L3	S 20°28'23" E	15.00'
L4	S 69°31'37" W	36.91'
L5	S 51°01'19" W	150.48'
L6	N 37°47'30" W	15.00'
L7	S 37°47'30" E	14.95'
L8	N 66°42'07" E	50.72'
L9	S 54°23'13" W	34.29'
L10	S 37°47'30" E	19.50'

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	232.68'	240.63'	N 80°38'57" E	230.05'
C2	286.57'	119.46'	S 81°12'24" E	118.60'
C3	301.57'	127.97'	N 81°25'56" W	127.01'
C4	217.68'	225.06'	S 80°38'29" W	215.17'
C5	1,268.17' ((1,268.17'))	0.56' ((0.56'))	S 37°17'58" E ((N 37°17'58" W))	0.56' ((0.56'))

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83, GRID.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.99986700.

FILE No. 1457
PAGE 4 OF 4

HRGreen.
DEVELOPMENT TX

5508 HIGHWAY 290 WEST
SUITE 150
AUSTIN, TX 78735
512.872.6696
HRGREEN.COM

TBPE NO: 16384
TBPLS NO: 10194101

SURVEY SKETCH to Accompany Description:

0.1868 OF ONE ACRE ~ 8,138 SQ. FT.
JOHN BERRY SURVEY, ABSTRACT NO. 51,
WILLIAMSON COUNTY, TEXAS

L:\Projects\1457-Berry Creek\600-Survey\607-CADD\Easements\1457 Berry Creek_0.1868ac Water Easement.dwg
PLOT DATE: May 19,2026-11:47am

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
Amend the Special District Fee Schedule in the Unified Development Code (UDC) Development Manual

SUGGESTED ACTION:
Consideration and possible action to authorize execution of an amendment to the Special District Fee Schedule in the Unified Development Code (UDC) Development Manual -- Angela McBride, Special Districts Coordinator

ITEM SUMMARY:
This Resolution amends the Unified Development Code (UDC) Development Manual to increase the Special Purpose District Application Fee and the Special Purpose District Minor Amendment Fee. Over the past seven years, Special Purpose District administrative fees have had minimal increases despite rising operational demands. During this period, the volume and complexity of activity has increased significantly, requiring additional staff and resources to maintain service levels and ensure timely processing.
The combination of increased workload and expanded staffing needs supports an adjustment in operational costs. The proposed adjustment to administrative fees more accurately reflects the current cost of service delivery and to support the continued efficiency and sustainability of operations.

FINANCIAL IMPACT:

SUBMITTED BY:
Angela McBride, City Manager's Office

ATTACHMENTS:
Resolution - Special Purpose District Fee Schedule Change.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) DEVELOPMENT MANUAL FEE SCHEDULE TO UPDATE THE SPECIAL PURPOSE DISTRICT FEE SCHEDULE; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in a City Council Meeting on January 22, 2019, the City Council of the City of Georgetown ("City Council") approved on Consent a Resolution No. 012219-S (the "Establishing the Planning and Development Application Fees Pursuant to the City of Georgetown UDC Resolution") to establish Application Fees in accordance with UDC Section 3.02.020.B; and

WHEREAS, in a City Council Meeting on October 12, 2021, City Council approved on Consent a Resolution No. 101221-AC (the "Approving and Adopting the Attached Fee Schedule for Certain Building Permit and Inspections, and Planning and Development Application Pursuant to the City of Georgetown UDC Resolution") to establish Application Fees in accordance with UDC Section 3.02.020.B; and

WHEREAS, in a City Council Meeting on August 23, 2022, City Council approved on Consent a Resolution No. 082322-AE (the "Establishing the Planning and Development Application Fees Pursuant to the City of Georgetown UDC Resolution") to establish Application Fees in accordance with UDC Section 3.02.020.B; and

WHEREAS, over the past seven (7) years, Special Purpose District administrative fees have experienced minimal increases despite rising operational demands; and

WHEREAS, during this period, the volume and complexity of Special Purpose District applications and related activities have increased significantly, requiring additional staff, resources, and administrative support to maintain service levels and ensure timely processing; and

WHEREAS, the increased workload and expanded staffing needs have resulted in higher operational costs; and

WHEREAS, an adjustment to the Special Purpose District administrative fees is necessary to more accurately reflect the current cost of delivery service and to ensure the continued efficiency and sustainability of City operations; and

WHEREAS, the City Council desires to update the Unified Development Code (UDC) Development Manual Fee Schedule to change the Special Purpose District New Application Fee and the Special Purpose District Minor Amendment Fee.

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

Section 1. The meeting at which this resolution 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 resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. The Special Purpose District Fee Schedule is amended as shown below:

Special Purpose District- (UDC Sec 13.10 – MUDs, PIDs, etc.)	$30,000	$50	$30,050
Special Purpose District **Minor Amendment**	$7,000	$50	$7,050

Section 4. All resolutions that conflict with the provisions of this resolution are hereby repealed, and all other resolutions of the City of Georgetown not in conflict with the provisions of this resolution shall remain in full force and effect.

Section 5. If any provision of this resolution, 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 resolution, which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are hereby declared to be severable.

Section 6. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest. This resolution shall become effective and be in full force and be effective as of October 1, 2026, in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on the _____of _____, 2026.

ATTEST: **THE CITY OF GEORGETOWN:**

_____ _____

Robyn Densmore, City Secretary Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
National Endowment for the Arts Grant Application

SUGGESTED ACTION:
Consideration and possible action to approve a grant application to the National Endowment for the Arts for a Grants for Arts Project 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, Downtown and Tourism Director, and Amanda Still, Arts and Culture Program Manager.

ITEM SUMMARY:
Activities funded through the National Endowment for the Arts, Grants for Arts Projects (GAP) enable Americans throughout the nation to experience the arts, foster and celebrate America's artistic heritage and cultural legacy, and benefit from arts education at all stages of life. The City of Georgetown Arts and Culture Program will apply under the Local Arts Agency category to fund public art projects.

FINANCIAL IMPACT:
The total cost of the public art project is $204,050. GAP applicants may request from $10,000 to $100,000. This grant request is $100,000 with a City match of $100,000 from a combination of sources including general fund, Downtown TIRZ, and a TCA Cultural District Grant

SUBMITTED BY:
Shelly Sommerfeld, Economic Development plus

ATTACHMENTS:
Attachment_NEA Grant Guidelines.pdf

Grant Program Guidelines & Instructions

GAP Grant Program Guidelines (all disciplines)

This document includes a detailed description of the grant program, eligibility information, award information, an application calendar, a list of unallowable activities/costs, application review details, FAQs, and federal award administration information. Review this information before you decide to apply.

Application Instructions:

Each document includes a discipline description, the types of accepted projects, and **full instructions on how to complete and submit both parts of the application, including all application questions.** Select the discipline that most closely corresponds with your proposed project activities from the list below.

- Arts Education
- Challenge America
- Dance
- Design & Our Town
- Folk & Traditional Arts
- Literary Arts
- Local Arts Agencies
- Museums
- Music
- Opera
- Presenting & Multidisciplinary Works
- Theater & Musical Theater
- Visual & Media Arts

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
Resolution -- Line Extension Policy Updates

SUGGESTED ACTION:
Consideration and possible action to approve proposed Electric Line Extension Policy updates -- Daniel Bethapudi, General Manager of Electric Utilities

ITEM SUMMARY:
Consideration and possible action to approve a Resolution adopting updates to the Electric Line Extension and Electric Meter Connect Policy to improve cost recovery, enhance administrative efficiency, and align the electric service application process with the increasing complexity of commercial and industrial service requests. The updates establish a standardized application fee of $9,312 per megawatt (MW) of requested connected load, rounded up to the nearest whole MW, for all new electric service requests. For projects requiring an Energy Service Agreement, as determined by the Electric Utility, an additional application fee of $56,400 will be assessed to recover legal and project management costs associated with negotiating, reviewing, and administering these agreements.

FINANCIAL IMPACT:
The proposed policy update improves cost recovery by requiring applicants to pay fees that reflect the actual cost of processing electric service requests. Projects requiring an Energy Service Agreement will include an additional $56,400 fee to recover legal and project management costs, minimizing cost impacts to the Electric Utility and existing customers.

SUBMITTED BY:
Rene Bywater-Barajas, Electric Department

ATTACHMENTS:
Resolution_Line_Extension_Policy_Update_07.14.26 (1).pdf
LineExtension_Policy_July 2026_v3_clean.pdf
LineExtension_Policy_July 2026_v3 redlines.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING THE ELECTRIC LINE EXTENSION AND ELECTRIC METERING POLICY; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City's policy is to collect 100% of the electric infrastructure costs as a result of requests for new service and service upgrades; and

WHEREAS, the City previously approved an Electric Line Extension and Electric Metering Policy ("Policy") ensuring the City's costs for said extensions are collected and enhance the City's ability to provide economic and reliable service to its customers on March 24, 2020, through Resolution No. 041420-AA; and

WHEREAS, the City amended the Policy on July 27, 2021 through Resolution No.072721-1, on February 22, 2022 through Resolution No. 022222-AI, and on January 24, 2023, through Resolution No. 012423-6.F; on September 12, 2023 through Resolution No. 091223-5.Q; February 27, 2024 through Resolution No. 022724-5.F; on June 10, 2025 through Resolution No. 061025-5.V; on October 28, 2025 through Resolution No. 102825-5.E; and on May 26, 2026 through Resolution No. 052626-6.C; and

WHEREAS, certain new requirements and fees are needed to ensure system safety, reliability, and full recovery of all costs incurred by the Utility and its substation service provider to provide the distribution and substation infrastructure necessary to serve customers, including but not limited to material, equipment, construction, engineering, consulting, legal, project management, administrative, and related overhead costs; and minor modifications to the language of the Policy will enhance understanding and provide clarification,; and

WHEREAS, the City finds it necessary to amend the Policy to add clarification and continue to collect 100% of the costs for electric infrastructure costs as a result of requests for new service and service upgrades.

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

Section 1. The meeting at which this resolution 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 resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. The Electric Line Extension and Electric Metering Policy is hereby updated as shown in Exhibit A.

Section 4. All resolutions that conflict with the provisions of this resolution are hereby repealed, and all other resolutions of the City not in conflict with the provisions of this resolution shall remain in full force and effect.

Section 5. If any provision of this resolution, 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 resolution, which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are hereby declared to be severable.

Section 6. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest. This resolution shall become effective and be in full force and effect on August 1, 2026, in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on the _____ day of _____, 2026

ATTEST:

_____
Robyn Densmore, City Secretary

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

Electric Line Extension and Electric Meter Connect Policy

Purpose:

The Electric Line Extension and Electric Metering Policy (Policy) establishes the basic conditions and requirements for adding electric infrastructure to serve new or modified service installations including new and additional load. This Electric Line Extension Policy shall apply only to those facilities that the Electric Utility will construct and maintain in order to provide electric service to its Customer. The electric utility will extend the electric service to an applicant in accordance with the following line extension provisions.

This Policy shall apply to all customers of the City of Georgetown's Electric Utility, both new and existing, who request or require modifications or extensions to the existing electric power system to meet their needs while maintaining overall system reliability and resiliency.

This Policy shall apply to the entire City of Georgetown's electric service territory, including Single, Double, or Triple Certified areas, as defined by the Public Utility Commission of Texas (PUCT) approved Certificate of Convenience and Necessity (CCN).

The City of Georgetown Electric Utility's policy is to recover all costs associated with line extensions and infrastructure additions, including substation and transmission infrastructure, distribution system upgrades, and retirements required to serve based on the line extension service application, customer load, and redundancy requirements.

The electric power infrastructure design and installation shall meet industry standards and regulations, follow the Electric Utility's engineering and construction standards, the Unified Development Code of the City of Georgetown, and the latest edition of the National Electric Safety Code (NESC) and National Electric Code (NEC).

The City of Georgetown will design, procure materials, and install electric distribution infrastructure based on a service request. If the service requires additional and/or upgraded substation and transmission infrastructure, the City will coordinate the associated studies, engineering, design, and installation of such infrastructure through the Transmission Service Provider (TSP). The substation and transmission infrastructure additions and upgrades may be installed and operated by other Transmission Service Providers.

Due to the complexity of designing and maintaining reliable electric power systems, this Policy cannot detail all the line extension issues the Electric Utility may encounter. The Electric Utility, at its sole discretion, shall determine the additional requirements and costs required to provide safe and reliable service to all its customers at its sole discretion and on a case-by-case basis.

Line Extension Process:

The line extension process for all the electric service requests shall follow the 4-step process outlined below.

Line Extension Application

Applicants shall submit a line extension application provided by the City of Georgetown and the required line extension application fee as outlined below.

For any service requests which require an Energy Service Agreement as determined by the Electric Utility, an additional $56,400 for legal and project management costs will be added to the application fee.

Service Request Type	Application Fee
Single Family service and upgrades • Single Lot Residential (single-family residential structure on a lot) • Small General Service (as defined in Code Sec. 13.04.020) • Commercial Tenant* • Existing Service upgrades under 1 MW	$ 431
Residential Subdivision Developments	$ 9,312
Multi-Family Developments	$ 9,312
Service requests for any service type up to 2 Megawatt (MW) of connected load rounded up to the nearest MW	$ 9,312/MW
Service requests greater than 2 MW up to less than 10 MW of connected load rounded up to the nearest MW	$ 9,312/MW
Service requests 10 MW up to less than 50 MW of connected load rounded up to the nearest MW and require an Energy Service Agreement as determined by the Electric Utility.	$ 9,312/MW+ $ 56,400 for legal and project management costs
All other requests	At cost, to be provided by the Electric Utility

* Typically, these are tenants who reside in a commercial building strip center.

The application fee is non-refundable. A line extension application shall be submitted on the required form and include the site development plan, construction plan, additional detailed electric load data, and any other information required by the Electric Utility.

Additional information is required for customer loads greater than 1 Megawatt (MW) of connected load, including but not limited to the load ramp-up schedule and projected 3-year load forecast.

All the required information shall be provided in the format prescribed by the City. The applicant is responsible for ensuring that the site development plan, construction plan, electric load data, and other customer requirements submitted are accurate and up to date, as any subsequent changes will result in additional engineering costs and line extension fees to the applicant.

Issuance of Initial Design, Cost Estimate and CONTRIBUTION IN AID OF CONSTRUCTION (CIAC):

Upon receipt of the application, the application fee, and the required information, the Electric Utility shall complete a detailed engineering analysis and design of the electric distribution, substation, and transmission infrastructure additions (if needed) required to serve the customer. This forms the basis for the cost estimate and the Contribution in aid of Construction. The utility's cost estimate is based on its current unit material and labor costs, labor cost adders, costs associated with third party vendors and consultants, costs associated with the procurement of real property rights, costs associated with securing all necessary approvals, taxes, interest charges, overheads and in accordance with the Utility's current Engineering and construction standards and specifications. Additional costs listed below are included in the line extension fees, if applicable. The Cost Estimate Letter, which the Electric Utility will send to the customer, provides a detailed breakdown of the Contribution in aid of Construction along with other requirements related to the customer's request.

The Cost Estimate may expire or be recalculated at the sole discretion of the Electric Utility. Any additional cost incurred by the Utility in excess of the cost estimate will be at the sole expense of the Applicant, and a final bill for all costs to complete the line extension will be presented to the customer upon completion of the line extension if required.

Processing times for initial design: The following are the typical processing times of the line extension application and the issuance of initial design and cost estimate letter:

Service Request Type	Processing Times
Single Family service and upgrades • Single Lot Residential (single-family residential structure on a lot) • Small General Service (as defined in Code Sec. 13.04.020) • Commercial Tenant* Existing Service upgrades under 1 MW	30 business days
Service requests for any service type up to 1 Megawatt (MW) of connected load	60 business days
Service requests for any customer type greater than 1 MW up to 25 MW of connected load	90 business days
All other requests	90 business days

Please note that the above-mentioned processing times will apply only upon receipt of the application, the application fee, and the required information in the required format.

The Applicant will be required to pay all costs per service location to extend electric service to the Point of Interconnection as a CIAC prior to construction.

Plant Investment Fee (PIF):

A non-refundable charge called Plant Investment Fee will be collected for extending the electric service to a new service location. This amount represents a contribution to the Utility's system cost associated with substation and electric distribution backbone facilities and is in addition to the Contribution in Aid of Construction amount. The PIF amount is updated at least annually. PIF rate is based on substation and distribution backbone capacity additions.

The Plant Investment Fee is assessed on a tiered structure proportional to a customer's demand on the system. Customers with greater capacity requirements place a higher burden on infrastructure and are therefore assessed a higher fee, ensuring that cost responsibility is equitably distributed in relation to each customer's proportionate use of and impact on the system.

- **Plant Investment Fee per Customer Class**The diversified service demand is discounted by 75% for single-family residential and multi-family residential.

Plant Investment Fee	Rate
Plant Investment Fee rate	$572/kW
Adjusted PIF*	$526/kW

*The Adjusted PIF is used in instances where a customer pays for a dedicated distribution feeder.

Customer requests that require dedicated substations and distribution feeder additions may be exempt from PIF at the sole discretion of the Electric Utility

The PIF for all other classes is a per kW rate and varies by service type.

Service Type	Plant Investment Fee*
Single Family Residential	$714/ dwelling unit
Multi-Family Residential	$429/dwelling unit
Small General Service	$143/kW
School Service	$286/kW
Municipal Service	$286/kW
Municipal Water & Wastewater Pumping	$572/kW
Large General Service	$286/kW
Commercial & Industrial Service	$429/kW
Large Commercial and Industrial Service	$572/kW
Very Large Commercial and Industrial	$572/kW
Electric Vehicle Charging Service	$572/kW

*based on PIF rate of $572/kW. Adjusted PIF rate will be substituted if appropriate on a case by case basis.

NO REFUND OF CONTRIBUTION IN AID OF CONSTRUCTION: Payments necessary for construction of facilities, including CIAC and PIF, are not refundable after construction.

The Electric Utility may require the Customer to provide and maintain financial security, equal to the amount of any cost for New Facilities, including but not limited to electric distribution substation and transmission infrastructure, in a form that is acceptable at the Electric Utility's sole discretion.

Electric service and any electric infrastructure additions will not be provided until the applicant has met all requirements within this policy for extension of service including, without limitation, routing, underground and overhead service requirements, if applicable, and paid any and all fees or charges associated with the provision of electric service including any outstanding balances due from another account or related account for provision of electric service at the property.

The Cost Estimate letter and the CIAC and the customer invoices will be valid for 30 days from the date of the letter. The Electric Utility reserves the right to recalculate the actual cost of the line extension if more than 30 days elapse from the time the most recent Cost Estimate Letter is presented to the Customer or in the case of extraordinary events that affect such costs by more than 10%.

Any changes to the site development plan, construction plan, electric load data, and other customer requirements after the Cost Estimate Letter is issued will result in additional engineering costs and potential changes in the line extension fees for which the applicant is responsible.

All costs used to generate the cost estimate shall be reviewed at least annually to adjust for changes in labor, material, and engineering costs required to provide standard electric distribution infrastructure at the service location. Any proposed per dwelling unit (residential single-family and residential multi-family) cost changes greater than 5% from the existing fee shall be presented to the City of Georgetown's City Council for approval.

Single Family Residential, including Detached Multi-family and Duplexes.

Residential developments requirements: To qualify for an extension pursuant to this section, the Applicant and the residential development for which the Applicant is requesting electric service must comply with the following provisions:

1. The development is plated and recorded in Williamson County with sites or lots for multiple prospective Applicants to be primarily used or developed for permanent Individual Private Dwelling(s) or Multi-Family Dwelling(s) or a preliminary plan approved by a municipality or county or other authority having jurisdiction for the purposes of sale, transfer, or residential development.
2. The development has been approved by all relevant governing agencies.
3. The Applicant will provide at no cost to the Utility:
   a) Easements granted on the City's standard easement forms approved by the City Attorney; for the Utility's construction, installation, maintenance, operation, replacement and/or repair of City Facilities in a form satisfactory to the Utility.

b) Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.) and notice of construction start dates and construction schedules that are reasonable and industry standard for the type of work to be performed.

c) Survey points for grades, lot corners, street right-of-way, and other locations reasonably necessary for installation of the electric system; and

d) An "Approved-for-Construction" Plan by a Municipality or county or other authority having jurisdiction.

4. The Electric Utility's point of interconnection/point of delivery for residential services is the meter pedestal.
5. The Utility is not and will not be obligated to provide designs or Development Cost estimate to an Applicant for a preliminary plan that has not been reviewed and approved by the applicable authority.
6. The Utility will determine the Development Cost Estimate for the electric facilities adequate to serve all prospective Individual Private Dwelling(s) or Multi-Family Dwelling(s) in the residential development.
7. The Applicant will bear all the cost of the facilities, required for the electric distribution system within the residential subdivision or development as determined in the Development Cost estimate and will pay such costs in advance of construction.
8. The Development Cost Calculation may expire or be re-calculated at the sole discretion of the Utility. Any additional cost incurred by the Utility in excess of the Development Cost Calculation will be at the sole expense of the Applicant, and a final bill for all costs to complete the line extension will be presented to the Applicant upon completion of the line extension if required.

Fee Per Dwelling Unit	$ 4,151*
Plant Investment Fee per dwelling unit	$ 714

*The Fee Per Dwelling Unit includes the applicable labor, material, and engineering costs required to provide standard electric distribution infrastructure and substation capacity needed at the service location. This includes but is not limited to the conductor, transformers, and metering equipment associated with the electric service. The additional costs (if applicable) are outlined in the Additional Costs and Requirements section below. The electric connect fees are separate from this Policy and are not included in the line extension fees.

Residential Multi-Family Development (Apartments)

Fee per multi-family unit	$ 1,018*
Plant Investment Fee per dwelling unit	$ 429

*The Fee per Multi-Family Unit includes the labor, material, and engineering costs required to provide standard electric distribution infrastructure and substation capacity needed at the service location. This includes but is not limited to the conductor, transformers, and metering equipment associated with the electric service. The additional costs (if applicable) are outlined in the Additional Costs and Requirements section below.

The electric connect fees (including the cost of the metering equipment) are in addition to the line extension fees. The connect Fees for multifamily developments shall be billed and collected along with the line extension fees.

All Other Service Requests

Line Extension fees for all other requests shall be based upon the detailed engineering analysis and design of electric distribution, substation, and transmission infrastructure required to serve the customer. They will include the labor, material, and engineering costs required to provide standard electric distribution infrastructure and substation capacity needed at the service location. This includes but is not limited to the conductor, transformers, metering equipment, and all other equipment associated with the electric service. The additional costs are outlined in the Additional Costs and Requirements section below.

The electric connect fees (including the cost of the metering equipment) for commercial requests shall be billed and collected along with the line extension fees.

Additional Costs and Requirements:

For all service request types, the following requirements and the associated costs will be included in the line extension fees and are the responsibility of the Applicant; Some of these requirements and costs may not apply to all service requests.

1. The extension and/or upgrade of three-phase electric power lines to serve new load.
2. The relocation and/or upgrade of existing underground or overhead electric facilities.
3. The substation and transmission infrastructure needed to serve the customer's load requirements. This includes right-of-way acquisition , easements, and any associated studies.
4. The retirement of existing and/or temporary electric infrastructure.
5. The Plant Investment Fee, a one-time charge that recovers costs associated with extending and upgrading the existing electrical infrastructure, including substation and distribution feeder capacity, to accommodate growth.
6. Installation and retirement of temporary power, including the installation of transformers for temporary power.
7. Additional permits required to serve the service location. (TxDOT, Railroad, environmental, etc.)
8. System protection devices necessitated by the developer/service request and/or required to meet the utility design guidelines and NESC.
9. Advanced Metering Infrastructure Costs.
10. Metering equipment.
11. Civil infrastructure (installed by developer/customer) installation inspection costs.
12. Streetlight infrastructure (installed by developer/customer) installation inspection costs.
13. Infrastructure verification costs. For multi-family installation, before installing the permanent meters, the developers must correctly label meter sockets with matching unit designations. This process shall be performed in the presence of City of Georgetown personnel.
14. Specialized power quality/power factor correction equipment required by the service request and/or required to meet the utility, NEC, and NESC design guidelines.
15. Dual feeds required by the developer/service request. In the case of a dual/redundant feed, the customer shall be required to pay the applicable monthly stand-by rate.

16. City shall have no obligation to provide redundant feeders, transformer redundancy, automatic transfer capability, alternate feeder supply, or service from another substation except pursuant to a request by the customer. The customer is responsible for all additional costs. .
17. Any requirements needed to comply with the electric utility's engineering and construction standards and the Unified Development Code of the City of Georgetown.
18. Costs associated with auxiliary service locations such as serving clubhouses, pumping loads, pools, signage, mail kiosks, etc.
19. Based on some customers' demands and energy usage, additional requirements may be necessary for service.
20. Any non-standard costs necessitated by the customer's/developer's service request.
21. The Electric Utility's ability to serve a customer is dependent on the availability of enough substation capacity. All applications for new service will be subject to substation capacity review. This review will determine if the capacity is available for the additional load presented by the line extension application.

Civil Infrastructure Responsibility for all requests:

The applicant is responsible for the complete installation and associated cost for civil infrastructure designed to support, protect, or convey electric equipment, such as, but not limited providing and installing all trenches and backfill, sectionalizing cabinets, conduit, transformer pads, and meter pedestal pads, concrete work associated with pad-mounted facilities, all conduit, vaults, and any and all other facilities deemed necessary by the Utility, adequate to serve the entire development.

The cost for Civil Infrastructure is not included in the cost estimate and is an obligation of the applicant.

Streetlights:

The Electric Utility will design the street lighting required for new subdivisions within its CCN. Street lighting designs outside the CCN, but within the Corporate City Limits of the City of Georgetown, will need to comply with the Georgetown Electric Utility design standards.

The developer at their cost is responsible for the trench and associated backfill, concrete work, secondary service conductors, and conduit in the foundations, poles, light fixtures, and secondary pull-boxes.

The developer is responsible for installing streetlights according to Section 12.06 (F) in the Design and Technical Standards of the Unified Development Code (UDC).

The cost for street light infrastructure (including the cost of installation) is not included in the cost estimate and is an obligation of the applicant.

The Applicant will be required to pay any costs as a CIAC prior to construction for any additional Utility infrastructure needed for street lighting.

Customer Invoicing and Issuance of Electric Utility Services Availability Letter

Projects that have not received cost estimates before the Policy Effective Date will be subject to rates and fees according to the new policy. Customers that have pending Cost Estimates have Net

30 days to pay the first invoice as specified in the Cost Acceptance Form. After the Net 30 day timeline, customers will fall under the new approved policy.

VLC&I customers applying for 10 + MW of capacity are not guaranteed capacity until both invoice 1 and invoice 2 are paid and the Electric Service Agreement (ESA) must be signed within 90 days of paying invoice 1. All payments from these customer types are non-refundable.

The Cost estimate letter which identifies the CIAC and PIF fees to be paid by the customer/applicant will be issued only when the customer/applicant agrees to the 90% design drawings.

The cost estimate will be broken down into two separate invoices for the following customer types.

I. Residential Subdivision
II. Multifamily
III. Large Commercial & Industrial
IV. Any Customer Type Greater than 1 MW

The cost estimate will be one invoice for the following customer types.

I. Single Lot Residential
II. Small General Service
III. Commercial Tenant (Tenant Finish Out within Strip Center)
IV. Existing Service Upgrades under 1MW
V. Pole Attachment Make Readies

Payment terms for all invoices will be Net 30 per invoice.

Invoice #1:

Pre-requisites: Written customer approval of 90% Design Drawings.

Invoice #1 to include the following cost items:

- Material costs for all 4 cost categories
- Engineering fees
- PIF Fees
- Advanced Metering Infrastructure costs (adders)
- System Protection Fee (if no Switchgear needed for the project)
- Power Factor Correction Fee
- Additional Permit Costs
- Street Light Study
- Other project Costs (if material costs are included)

Once full payment of Invoice #1 is received, a Letter of Serviceability is provided to the Customer.

Invoice #2:

Pre-requisites:

- Invoice # 1 is fully paid.
- Customer's Written approval of Final Design Drawings.
- Customer ready for Construction

Invoice #2 to include the following cost items:

- Direct labor costs from all 4 infrastructure categories.
- Engineering fees incurred after Invoice # 1 was issued
- Tree Trimming Costs
- Traffic Control Costs
- Additional Permit Costs (if applicable)
- Any revision costs (differences in materials and engineering)
- Inspection Costs
- Other project Costs (if labor costs are included and / or if needed based on the final design)

Within 30 days of issuing the Invoice # 1, the Electric Utility requires the full payment of the invoice before issuing the "Electric Utility Services Availability letter" that is required by the City of Georgetown's Planning Department for the approval of the construction plans/site development plans. No material procurement shall occur until Invoice # 1 is paid in full.The meter Connect Fees for multifamily and commercial developments shall be billed and collected in the invoices.

Due to the long lead times associated with electric distribution, substation, and transmission equipment (transformers, conductors, poles, specialized protective equipment, etc.), Invoice # 2 must be paid in full before the scheduled electric infrastructure installation date at a time determined by the Electric Utility.

Any design changes the applicant requests after issuing the "Electric Utility Services Availability letter" shall result in additional engineering costs and potential changes in the CIAC. The applicant must pay the actual engineering costs incurred due to the changes and the updated line extension fees.

Processing times for final and approved for construction design: The following are the typical processing times for the issuance of the final and approved for construction design:

Service Request Type	**Processing Times**
Single Family service and upgrades • Single Lot Residential (single-family residential structure on a lot) • Small General Service (as defined in Code Sec. 13.04.020) • Commercial Tenant*	30 business days

Existing Service upgrades under 1 MW	
Service requests for any service type up to 1 Megawatt (MW) of connected load	60 business days
Service requests for any customer type greater than 1 MW up to 25 MW of connected load	90 business days
All other requests	90 business days

Please note that the above-mentioned processing times will apply only upon receipt of the Invoice # 1 payment.

Payment of All Outstanding Fees

All outstanding CIAC, PIF fees, connect fees, and additional engineering costs (if applicable) shall be paid in full before the Electric Utility installs the electric distribution infrastructure. All outstanding fees shall be received no later than 30 days from issuing the invoices.

Electric Connect Fees. (Per Meter)

The following electric connect fees apply to all new services, temporary service for construction, service relocations, re-builds, upgrades, small general commercial building tenants, and conversions from overhead to underground and shall be paid by the applicant when requesting the electric service to be energized.

The Electrical Connect Fee is based on the City of Georgetown's cost to provide the metering equipment, the labor to install the metering equipment, the initial inspection of the meter, and related metering and engineering system updates.

1. Single Phase Power (for single-family and multi-family residential service): Fee assessed and payment due before any Building Permit is issued.

0-400 amps	$318Connect Fee
Greater than 400 amps	Actual Cost

2. Commercial Single-Phase or Three-Phase*: Fee assessed and payment due before any Building Permit is issued.

Commercial Connect Fee	Actual Cost

* Applicable to customers whose monthly peak demand exceeds 50 kW

3. Small General - Commercial Tenant*: Fee assessed and payment due before any Building Permit is issued. This fee is applicable to existing commercial buildings with existing infrastructure.

Small General Commercial Tenant	$1,230^

* Applicable to all commercial and general service consumers whose monthly peak demand for all uses is less than 50 kW. Typically, these are tenants who reside in a commercial building strip center.

^ Includes the labor and material for metering equipment and other system costs.
Connect Fees for multifamily developments and commercial developments shall be billed and collected along with the line extension fees.

Inactive Line Extension Applications: Line extension applications inactive for more than 6 months from the issuance of the cost estimate will be considered inactive. The cost estimate and the design will no longer be valid. Any subsequent requests for design updates shall treated as new requests. Applications for which the required fee has been paid but remain incomplete due to missing information, documentation, or applicant action for a period exceeding ninety (90) days may be deemed inactive and subject to cancellation at the City's discretion. In such cases, the application will be cancelled, and any subsequent request will be treated as a new application.

Inactive Projects and Refunds: Projects where the line extension fees have been paid but the project has not started within 12-months of payment will be considered inactive. The Electric Utility will refund fees net of all costs incurred by the utility. This provision can be extended at the utility's sole discretion.

A customer who has paid the line extension fees can request a refund of the paid fees. The Electric Utility will refund fees net of all costs incurred by the utility.

Access and Easements Requirements:

The Electric Utility requires that all new construction of primary voltage overhead and underground facilities be installed such that they are "truck accessible" both for construction and for any future maintenance or modification. As such, the infrastructure shall be installed at the front of the Customer's property or adjacent to a street, road, or other paved surface. The Electric Utility's standard transformer and meter pedestal installation is on the front lot line.

Rear lot line construction for new areas will only be permitted where there are paved alleys or other permanent roadways that are truck accessible.

The Electric Utility reserves the right to select or approve the route for construction of an Extension to serve an Applicant. In all cases infrastructure will be constructed in areas which, in the Electric Utility's sole determination, will permit ready access from public roads for personnel and equipment required for construction, operation, and maintenance purposes. Should the Applicant request a route differing from the one selected by the Electric Utility and if such route is acceptable to the Electric Utility, the route requested may be used provided the Applicant pays for all costs.

The Electric Utility may require additional clearance and access easements to ensure accessibility to maintain the infrastructure safely.

The customer must grant the City an easement on the City's standard easement form approved by the City Attorney. The Applicant grants the Electric Utility easement rights and acquires all necessary easements from adjacent landowners on a form acceptable to the Electric Utility for its facilities. All costs and expenses, if any, related to the acquisition of easements to serve the Applicant will be the responsibility of the Applicant, including the Electric Utility's costs and

expenses if the Electric Utility participates in the acquisition of the easements through condemnation proceedings; All **Easement Agreements** must be final and executed prior to the commencement of any work or construction by the Electric Utility.

The Electric Utility requires that customers adhere to the provisions of the applicable NEC, NESC, City of Georgetown Code and the Utility's construction specifications and Design Criteria Manual at the time of installation. All installations on the utility side of the point of service must be installed according to the Utility's construction standards, which contain the applicable construction standard for each installation. The electric infrastructure shall be designed, installed, and maintained in compliance with Section 13.06 of the Unified Development Code.

Where feasible, the Electric Utility will temporarily (or permanently) relocate distribution infrastructure at the Customer's expense. Relocation of distribution lines and associated equipment is performed pursuant to utility needs and operations, not at the request of a property owner/customer/developer, such as for the purpose of space or convenience. Electric Utility will not, at a property owner's request, temporarily or permanently relocate distribution lines from being on or adjacent to one property to being on or adjacent to another property without written consent of the property owner to which the distribution lines would be relocated adjacent to. Obtaining this written consent and easement is the responsibility of the property owner making the request.

Customers may request the removal of the Electric Utility owned facilities/infrastructure that are no longer in service; however, these facilities may be removed at the sole discretion of the Electric Utility, taking into account the current or future usefulness of the infrastructure. If deemed appropriate, the facilities may be removed at cost to the **Customer**.

If a **Developer** requests a modification to an existing development or **Subdivision** for the purpose of changing its present configuration or load requirements, the **Developer** shall be required to pay all costs required to accommodate the changes.

Any **Customer** requesting changes to existing Electric Utility's facilities will pay the full costs including but not limited to engineering studies, construction, relocation and removal of infrastructure as **CIAC**.

The Electric Utility will exercise prudent judgement in determining the conditions under which a specific line extension will be made for an Applicant with a load greater than 10 MW. This may include, but is not limited to, CIAC, contract minimums, service specifications, and/or other contract terms, arrangements, or conditions deemed reasonable by the City.

Primary Voltage Service:

A customer can request a primary level service wherein the Electric Utility is delivering service to the service location at primary level voltage at the Applicant's Service location. The following requirements will apply:

- The Applicant will procure, at the sole expense of the Applicant, all facilities and equipment, including but not limited to transformers, poles, and conductors required to take electric service at primary level voltage as required by the Electric Utility's most current design standards and specifications.
- The Applicant owns and maintains all facilities located beyond the Point of Interconnection and the Electric Utility will not perform work at any point past the Point of Interconnection.

- The costs for any upgrade, addition, or change in configuration to existing customer-owned or Electric Utility's Facilities will be at the sole expense of the Applicant and in accordance with the Electric Utility's policies and rate ordinances. This includes upgrades, additions, or changes required by Electric Utility to maintain the Electric Utility's Delivery System and to continue to provide service at primary level voltage.
- All customer-owned facilities must be tagged and visually identified as property of the customer.
- The Applicant must agree to provide an as-built facilities sheet to the Electric Utility within thirty (30) days of completed construction.
- The Applicant must agree to notify the Electric Utility in writing of any new load and/or facilities additions for the Electric Utility to assess existing facilities capacity and conduct any engineering studies required to serve the new load.
- All Customer-owned installations must be in accordance with the latest version of National Electric Safety Code (NESC) and NEC standards.
- The Electric Utility reserves the right to deny Primary Level Service to an Applicant if the Electric Utility in its sole discretion determines such service may have an adverse impact on the Electric Utility's Delivery System or service provided to other customers.

Version History:

1. Original Version: March 24, 2020
2. Update #1: July 27, 2021
3. Update #2: February 22, 2022
4. Update #3: January 24, 2023
5. Update #4: September 12, 2023.
6. Update #5: February 27, 2024
7. Update #6: June 10, 2025
8. Update #7: October 28, 2025
9. Update #8: May 26, 2026
10. Update #9 (this update): July 14, 2026

Electric Line Extension and Electric Meter Connect Policy

Purpose:

The Electric Line Extension and Electric Metering Policy (Policy) establishes the basic conditions and requirements for adding electric infrastructure to serve new or modified service installations including new and additional load. This Electric Line Extension Policy shall apply only to those facilities that the Electric Utility will construct and maintain in order to provide electric service to its Customer. The electric utility will extend the electric service to an applicant in accordance with the following line extension provisions.

This Policy shall apply to all customers of the City of Georgetown's Electric Utility, both new and existing, who request or require modifications or extensions to the existing electric power system to meet their needs while maintaining overall system reliability and resiliency.

This Policy shall apply to the entire City of Georgetown's electric service territory, including Single, Double, or Triple Certified areas, as defined by the Public Utility Commission of Texas (PUCT) approved Certificate of Convenience and Necessity (CCN).

The City of Georgetown Electric Utility's policy is to recover all costs associated with line extensions and infrastructure additions, including substation and transmission infrastructure, distribution system upgrades, and retirements required to serve based on the line extension service application, customer load, and redundancy requirements.

The electric power infrastructure design and installation shall meet industry standards and regulations, follow the Electric Utility's engineering and construction standards, the Unified Development Code of the City of Georgetown, and the latest edition of the National Electric Safety Code (NESC) and National Electric Code (NEC).

The City of Georgetown will design, procure materials, and install electric distribution infrastructure based on a service request. If the service requires additional and/or upgraded substation and transmission infrastructure, the City will coordinate the associated studies, engineering, design, and installation of such infrastructure through the Transmission Service Provider (TSP). The substation and transmission infrastructure additions and upgrades may be installed and operated by other Transmission Service Providers.

Due to the complexity of designing and maintaining reliable electric power systems, this Policy cannot detail all the line extension issues the Electric Utility may encounter. The Electric Utility, at its sole discretion, shall determine the additional requirements and costs required to provide safe and reliable service to all its customers at its sole discretion and on a case-by-case basis.

Line Extension Process:

The line extension process for all the electric service requests shall follow the 4-step process outlined below.

Line Extension Application

Applicants shall submit a line extension application provided by the City of Georgetown and the required line extension application fee as outlined below.

For any service requests which require an Energy Service Agreement as determined by the Electric Utility, an additional $56,400 for legal and project management costs will be added to the application fee.

Service Request Type	Application Fee
Single Family service and upgrades • Single Lot Residential (single-family residential structure on a lot) • Small General Service (as defined in Code Sec. 13.04.020) • Commercial Tenant* • Existing Service upgrades under 1 MW	$ 431
Residential Subdivision Developments	$ 9,312
Multi-Family Developments	$ 9,312
Service requests for any service type up to 2 Megawatt (MW) of connected load rounded up to the nearest MW	$ 9,312/MW
Service requests greater than 2 MW up to less than 10 MW of connected load rounded up to the nearest MW	$ 9,312/MW
Service requests 10 MW up to less than 50 MW of connected load rounded up to the nearest MW and require an Energy Service Agreement as determined by the Electric Utility.	$ 9,312/MW+ $ 56,400 for legal and project management costs
All other requests	At cost, to be provided by the Electric Utility

* Typically, these are tenants who reside in a commercial building strip center.

The application fee is non-refundable. A line extension application shall be submitted on the required form and include the site development plan, construction plan, additional detailed electric load data, and any other information required by the Electric Utility.

Additional information is required for customer loads greater than 1 Megawatt (MW) of connected load, including but not limited to the load ramp-up schedule and projected 3-year load forecast.

All the required information shall be provided in the format prescribed by the City. The applicant is responsible for ensuring that the site development plan, construction plan, electric load data, and other customer requirements submitted are accurate and up to date, as any subsequent changes will result in additional engineering costs and line extension fees to the applicant.

Issuance of Initial Design, Cost Estimate and CONTRIBUTION IN AID OF CONSTRUCTION (CIAC):

Upon receipt of the application, the application fee, and the required information, the Electric Utility shall complete a detailed engineering analysis and design of the electric distribution, substation, and transmission infrastructure additions (if needed) required to serve the customer. This forms the basis for the cost estimate and the Contribution in aid of Construction. The utility's cost estimate is based on its current unit material and labor costs, labor cost adders, costs associated with third party vendors and consultants, costs associated with the procurement of real property rights, costs associated with securing all necessary approvals, taxes, interest charges, overheads and in accordance with the Utility's current Engineering and construction standards and specifications. Additional costs listed below are included in the line extension fees, if applicable. The Cost Estimate Letter, which the Electric Utility will send to the customer, provides a detailed breakdown of the Contribution in aid of Construction along with other requirements related to the customer's request.

The Cost Estimate may expire or be recalculated at the sole discretion of the Electric Utility. Any additional cost incurred by the Utility in excess of the cost estimate will be at the sole expense of the Applicant, and a final bill for all costs to complete the line extension will be presented to the customer upon completion of the line extension if required.

Processing times for initial design: The following are the typical processing times of the line extension application and the issuance of initial design and cost estimate letter:

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Single Family service and upgrades • Single Lot Residential (single-family residential structure on a lot) • Small General Service (as defined in Code Sec. 13.04.020) • Commercial Tenant* Existing Service upgrades under 1 MW	30 business days
Service requests for any service type up to 1 Megawatt (MW) of connected load	60 business days
Service requests for any customer type greater than 1 MW up to 25 MW of connected load	90 business days
All other requests	90 business days

Please note that the above-mentioned processing times will apply only upon receipt of the application, the application fee, and the required information in the required format.

The Applicant will be required to pay all costs per service location to extend electric service to the Point of Interconnection as a CIAC prior to construction.

Plant Investment Fee (PIF):

A non-refundable charge called Plant Investment Fee will be collected for extending the electric service to a new service location. This amount represents a contribution to the Utility's system cost associated with substation and electric distribution backbone facilities and is in addition to the Contribution in Aid of Construction amount. The PIF amount is updated at least annually. PIF rate is based on substation and distribution backbone capacity additions.

The Plant Investment Fee is assessed on a tiered structure proportional to a customer's demand on the system. Customers with greater capacity requirements place a higher burden on infrastructure and are therefore assessed a higher fee, ensuring that cost responsibility is equitably distributed in relation to each customer's proportionate use of and impact on the system.

- **Plant Investment Fee per Customer Class**The diversified service demand is discounted by 75% for single-family residential and multi-family residential.

Plant Investment Fee	Rate
Plant Investment Fee rate	$572/kW
Adjusted PIF*	$526/kW

*The Adjusted PIF is used in instances where a customer pays for a dedicated distribution feeder.

Customer requests that require dedicated substations and distribution feeder additions may be exempt from PIF at the sole discretion of the Electric Utility

The PIF for all other classes is a per kW rate and varies by service type.

Service Type	Plant Investment Fee*
Single Family Residential	$714/ dwelling unit
Multi-Family Residential	$429/dwelling unit
Small General Service	$143/kW
School Service	$286/kW
Municipal Service	$286/kW
Municipal Water & Wastewater Pumping	$572/kW
Large General Service	$286/kW
Commercial & Industrial Service	$429/kW
Large Commercial and Industrial Service	$572/kW
Very Large Commercial and Industrial	$572/kW
Electric Vehicle Charging Service	$572/kW

*based on PIF rate of $572/kW. Adjusted PIF rate will be substituted if appropriate on a case by case basis.

NO REFUND OF CONTRIBUTION IN AID OF CONSTRUCTION: Payments necessary for construction of facilities, including CIAC and PIF, are not refundable after construction.

The Electric Utility may require the Customer to provide and maintain financial security, equal to the amount of any cost for New Facilities, including but not limited to electric distribution substation and transmission infrastructure, in a form that is acceptable at the Electric Utility's sole discretion.

Electric service and any electric infrastructure additions will not be provided until the applicant has met all requirements within this policy for extension of service including, without limitation, routing, underground and overhead service requirements, if applicable, and paid any and all fees or charges associated with the provision of electric service including any outstanding balances due from another account or related account for provision of electric service at the property.

The Cost Estimate letter and the CIAC and the customer invoices will be valid for 30 days from the date of the letter. The Electric Utility reserves the right to recalculate the actual cost of the line extension if more than 30 days elapse from the time the most recent Cost Estimate Letter is presented to the Customer or in the case of extraordinary events that affect such costs by more than 10%.

Any changes to the site development plan, construction plan, electric load data, and other customer requirements after the Cost Estimate Letter is issued will result in additional engineering costs and potential changes in the line extension fees for which the applicant is responsible.

All costs used to generate the cost estimate shall be reviewed at least annually to adjust for changes in labor, material, and engineering costs required to provide standard electric distribution infrastructure at the service location. Any proposed per dwelling unit (residential single-family and residential multi-family) cost changes greater than 5% from the existing fee shall be presented to the City of Georgetown's City Council for approval.

Single Family Residential, including Detached Multi-family and Duplexes.

Residential developments requirements: To qualify for an extension pursuant to this section, the Applicant and the residential development for which the Applicant is requesting electric service must comply with the following provisions:

1. The development is plated and recorded in Williamson County with sites or lots for multiple prospective Applicants to be primarily used or developed for permanent Individual Private Dwelling(s) or Multi-Family Dwelling(s) or a preliminary plan approved by a municipality or county or other authority having jurisdiction for the purposes of sale, transfer, or residential development.
2. The development has been approved by all relevant governing agencies.
3. The Applicant will provide at no cost to the Utility:
   a) Easements granted on the City's standard easement forms approved by the City Attorney; for the Utility's construction, installation, maintenance, operation, replacement and/or repair of City Facilities in a form satisfactory to the Utility.

b) Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.) and notice of construction start dates and construction schedules that are reasonable and industry standard for the type of work to be performed.

c) Survey points for grades, lot corners, street right-of-way, and other locations reasonably necessary for installation of the electric system; and

d) An "Approved-for-Construction" Plan by a Municipality or county or other authority having jurisdiction.

4. The Electric Utility's point of interconnection/point of delivery for residential services is the meter pedestal.
5. The Utility is not and will not be obligated to provide designs or Development Cost estimate to an Applicant for a preliminary plan that has not been reviewed and approved by the applicable authority.
6. The Utility will determine the Development Cost Estimate for the electric facilities adequate to serve all prospective Individual Private Dwelling(s) or Multi-Family Dwelling(s) in the residential development.
7. The Applicant will bear all the cost of the facilities, required for the electric distribution system within the residential subdivision or development as determined in the Development Cost estimate and will pay such costs in advance of construction.
8. The Development Cost Calculation may expire or be re-calculated at the sole discretion of the Utility. Any additional cost incurred by the Utility in excess of the Development Cost Calculation will be at the sole expense of the Applicant, and a final bill for all costs to complete the line extension will be presented to the Applicant upon completion of the line extension if required.

Fee Per Dwelling Unit	$ 4,151*
Plant Investment Fee per dwelling unit	$ 714

*The Fee Per Dwelling Unit includes the applicable labor, material, and engineering costs required to provide standard electric distribution infrastructure and substation capacity needed at the service location. This includes but is not limited to the conductor, transformers, and metering equipment associated with the electric service. The additional costs (if applicable) are outlined in the Additional Costs and Requirements section below. The electric connect fees are separate from this Policy and are not included in the line extension fees.

Residential Multi-Family Development (Apartments)

Fee per multi-family unit	$ 1,018*
Plant Investment Fee per dwelling unit	$ 429

*The Fee per Multi-Family Unit includes the labor, material, and engineering costs required to provide standard electric distribution infrastructure and substation capacity needed at the service location. This includes but is not limited to the conductor, transformers, and metering equipment associated with the electric service. The additional costs (if applicable) are outlined in the Additional Costs and Requirements section below.

The electric connect fees (including the cost of the metering equipment) are in addition to the line extension fees. The connect Fees for multifamily developments shall be billed and collected along with the line extension fees.

All Other Service Requests

Line Extension fees for all other requests shall be based upon the detailed engineering analysis and design of electric distribution, substation, and transmission infrastructure required to serve the customer. They will include the labor, material, and engineering costs required to provide standard electric distribution infrastructure and substation capacity needed at the service location. This includes but is not limited to the conductor, transformers, metering equipment, and all other equipment associated with the electric service. The additional costs are outlined in the Additional Costs and Requirements section below.

The electric connect fees (including the cost of the metering equipment) for commercial requests shall be billed and collected along with the line extension fees.

Additional Costs and Requirements:

For all service request types, the following requirements and the associated costs will be included in the line extension fees and are the responsibility of the Applicant; Some of these requirements and costs may not apply to all service requests.

1. The extension and/or upgrade of three-phase electric power lines to serve new load.
2. The relocation and/or upgrade of existing underground or overhead electric facilities.
3. The substation and transmission infrastructure needed to serve the customer's load requirements. This includes right-of-way acquisition , easements, and any associated studies.
4. The retirement of existing and/or temporary electric infrastructure.
5. The Plant Investment Fee, a one-time charge that recovers costs associated with extending and upgrading the existing electrical infrastructure, including substation and distribution feeder capacity, to accommodate growth.
6. Installation and retirement of temporary power, including the installation of transformers for temporary power.
7. Additional permits required to serve the service location. (TxDOT, Railroad, environmental, etc.)
8. System protection devices necessitated by the developer/service request and/or required to meet the utility design guidelines and NESC.
9. Advanced Metering Infrastructure Costs.
10. Metering equipment.
11. Civil infrastructure (installed by developer/customer) installation inspection costs.
12. Streetlight infrastructure (installed by developer/customer) installation inspection costs.
13. Infrastructure verification costs. For multi-family installation, before installing the permanent meters, the developers must correctly label meter sockets with matching unit designations. This process shall be performed in the presence of City of Georgetown personnel.
14. Specialized power quality/power factor correction equipment required by the service request and/or required to meet the utility, NEC, and NESC design guidelines.
15. Dual feeds required by the developer/service request. In the case of a dual/redundant feed, the customer shall be required to pay the applicable monthly stand-by rate.

16. City shall have no obligation to provide redundant feeders, transformer redundancy, automatic transfer capability, alternate feeder supply, or service from another substation except pursuant to a request by the customer. The customer is responsible for all additional costs. .
17. Any requirements needed to comply with the electric utility's engineering and construction standards and the Unified Development Code of the City of Georgetown.
18. Costs associated with auxiliary service locations such as serving clubhouses, pumping loads, pools, signage, mail kiosks, etc.
19. Based on some customers' demands and energy usage, additional requirements may be necessary for service.
20. Any non-standard costs necessitated by the customer's/developer's service request.
21. The Electric Utility's ability to serve a customer is dependent on the availability of enough substation capacity. All applications for new service will be subject to substation capacity review. This review will determine if the capacity is available for the additional load presented by the line extension application.

Civil Infrastructure Responsibility for all requests:

The applicant is responsible for the complete installation and associated cost for civil infrastructure designed to support, protect, or convey electric equipment, such as, but not limited providing and installing all trenches and backfill, sectionalizing cabinets, conduit, transformer pads, and meter pedestal pads, concrete work associated with pad-mounted facilities, all conduit, vaults, and any and all other facilities deemed necessary by the Utility, adequate to serve the entire development.

The cost for Civil Infrastructure is not included in the cost estimate and is an obligation of the applicant.

Streetlights:

The Electric Utility will design the street lighting required for new subdivisions within its CCN. Street lighting designs outside the CCN, but within the Corporate City Limits of the City of Georgetown, will need to comply with the Georgetown Electric Utility design standards.

The developer at their cost is responsible for the trench and associated backfill, concrete work, secondary service conductors, and conduit in the foundations, poles, light fixtures, and secondary pull-boxes.

The developer is responsible for installing streetlights according to Section 12.06 (F) in the Design and Technical Standards of the Unified Development Code (UDC).

The cost for street light infrastructure (including the cost of installation) is not included in the cost estimate and is an obligation of the applicant.

The Applicant will be required to pay any costs as a CIAC prior to construction for any additional Utility infrastructure needed for street lighting.

Customer Invoicing and Issuance of Electric Utility Services Availability Letter

Projects that have not received cost estimates before the Policy Effective Date will be subject to rates and fees according to the new policy. Customers that have pending Cost Estimates have Net

30 days to pay the first invoice as specified in the Cost Acceptance Form. After the Net 30 day timeline, customers will fall under the new approved policy.

VLC&I customers applying for 10 + MW of capacity are not guaranteed capacity until both invoice 1 and invoice 2 are paid and the Electric Service Agreement (ESA) must be signed within 90 days of paying invoice 1. All payments from these customer types are non-refundable.

The Cost estimate letter which identifies the CIAC and PIF fees to be paid by the customer/applicant will be issued only when the customer/applicant agrees to the 90% design drawings.

The cost estimate will be broken down into two separate invoices for the following customer types.

I. Residential Subdivision
II. Multifamily
III. Large Commercial & Industrial
IV. Any Customer Type Greater than 1 MW

The cost estimate will be one invoice for the following customer types.

I. Single Lot Residential
II. Small General Service
III. Commercial Tenant (Tenant Finish Out within Strip Center)
IV. Existing Service Upgrades under 1MW
V. Pole Attachment Make Readies

Payment terms for all invoices will be Net 30 per invoice.

Invoice #1:

Pre-requisites: Written customer approval of 90% Design Drawings.

Invoice #1 to include the following cost items:

- Material costs for all 4 cost categories
- Engineering fees
- PIF Fees
- Advanced Metering Infrastructure costs (adders)
- System Protection Fee (if no Switchgear needed for the project)
- Power Factor Correction Fee
- Additional Permit Costs
- Street Light Study
- Other project Costs (if material costs are included)

Once full payment of Invoice #1 is received, a Letter of Serviceability is provided to the Customer.

Invoice #2:

Pre-requisites:

- Invoice # 1 is fully paid.
- Customer's Written approval of Final Design Drawings.
- Customer ready for Construction

Invoice #2 to include the following cost items:

- Direct labor costs from all 4 infrastructure categories.
- Engineering fees incurred after Invoice # 1 was issued
- Tree Trimming Costs
- Traffic Control Costs
- Additional Permit Costs (if applicable)
- Any revision costs (differences in materials and engineering)
- Inspection Costs
- Other project Costs (if labor costs are included and / or if needed based on the final design)

Within 30 days of issuing the Invoice # 1, the Electric Utility requires the full payment of the invoice before issuing the "Electric Utility Services Availability letter" that is required by the City of Georgetown's Planning Department for the approval of the construction plans/site development plans. No material procurement shall occur until Invoice # 1 is paid in full.The meter Connect Fees for multifamily and commercial developments shall be billed and collected in the invoices.

Due to the long lead times associated with electric distribution, substation, and transmission equipment (transformers, conductors, poles, specialized protective equipment, etc.), Invoice # 2 must be paid in full before the scheduled electric infrastructure installation date at a time determined by the Electric Utility.

Any design changes the applicant requests after issuing the "Electric Utility Services Availability letter" shall result in additional engineering costs and potential changes in the CIAC. The applicant must pay the actual engineering costs incurred due to the changes and the updated line extension fees.

Processing times for final and approved for construction design: The following are the typical processing times for the issuance of the final and approved for construction design:

Service Request Type	**Processing Times**
Single Family service and upgrades • Single Lot Residential (single-family residential structure on a lot) • Small General Service (as defined in Code Sec. 13.04.020) • Commercial Tenant*	30 business days

Existing Service upgrades under 1 MW	
Service requests for any service type up to 1 Megawatt (MW) of connected load	60 business days
Service requests for any customer type greater than 1 MW up to 25 MW of connected load	90 business days
All other requests	90 business days

Please note that the above-mentioned processing times will apply only upon receipt of the Invoice # 1 payment.

Payment of All Outstanding Fees

All outstanding CIAC, PIF fees, connect fees, and additional engineering costs (if applicable) shall be paid in full before the Electric Utility installs the electric distribution infrastructure. All outstanding fees shall be received no later than 30 days from issuing the invoices.

Electric Connect Fees. (Per Meter)

The following electric connect fees apply to all new services, temporary service for construction, service relocations, re-builds, upgrades, small general commercial building tenants, and conversions from overhead to underground and shall be paid by the applicant when requesting the electric service to be energized.

The Electrical Connect Fee is based on the City of Georgetown's cost to provide the metering equipment, the labor to install the metering equipment, the initial inspection of the meter, and related metering and engineering system updates.

1. Single Phase Power (for single-family and multi-family residential service): Fee assessed and payment due before any Building Permit is issued.

0-400 amps	$318Connect Fee
Greater than 400 amps	Actual Cost

2. Commercial Single-Phase or Three-Phase*: Fee assessed and payment due before any Building Permit is issued.

Commercial Connect Fee	Actual Cost

* Applicable to customers whose monthly peak demand exceeds 50 kW

3. Small General - Commercial Tenant*: Fee assessed and payment due before any Building Permit is issued. This fee is applicable to existing commercial buildings with existing infrastructure.

Small General Commercial Tenant	$1,230^

* Applicable to all commercial and general service consumers whose monthly peak demand for all uses is less than 50 kW. Typically, these are tenants who reside in a commercial building strip center.

^ Includes the labor and material for metering equipment and other system costs.
Connect Fees for multifamily developments and commercial developments shall be billed and collected along with the line extension fees.

Inactive Line Extension Applications: Line extension applications inactive for more than 6 months from the issuance of the cost estimate will be considered inactive. The cost estimate and the design will no longer be valid. Any subsequent requests for design updates shall treated as new requests. Applications for which the required fee has been paid but remain incomplete due to missing information, documentation, or applicant action for a period exceeding ninety (90) days may be deemed inactive and subject to cancellation at the City's discretion. In such cases, the application will be cancelled, and any subsequent request will be treated as a new application.

Inactive Projects and Refunds: Projects where the line extension fees have been paid but the project has not started within 12-months of payment will be considered inactive. The Electric Utility will refund fees net of all costs incurred by the utility. This provision can be extended at the utility's sole discretion.

A customer who has paid the line extension fees can request a refund of the paid fees. The Electric Utility will refund fees net of all costs incurred by the utility.

Access and Easements Requirements:

The Electric Utility requires that all new construction of primary voltage overhead and underground facilities be installed such that they are "truck accessible" both for construction and for any future maintenance or modification. As such, the infrastructure shall be installed at the front of the Customer's property or adjacent to a street, road, or other paved surface. The Electric Utility's standard transformer and meter pedestal installation is on the front lot line.

Rear lot line construction for new areas will only be permitted where there are paved alleys or other permanent roadways that are truck accessible.

The Electric Utility reserves the right to select or approve the route for construction of an Extension to serve an Applicant. In all cases infrastructure will be constructed in areas which, in the Electric Utility's sole determination, will permit ready access from public roads for personnel and equipment required for construction, operation, and maintenance purposes. Should the Applicant request a route differing from the one selected by the Electric Utility and if such route is acceptable to the Electric Utility, the route requested may be used provided the Applicant pays for all costs.

The Electric Utility may require additional clearance and access easements to ensure accessibility to maintain the infrastructure safely.

The customer must grant the City an easement on the City's standard easement form approved by the City Attorney. The Applicant grants the Electric Utility easement rights and acquires all necessary easements from adjacent landowners on a form acceptable to the Electric Utility for its facilities. All costs and expenses, if any, related to the acquisition of easements to serve the Applicant will be the responsibility of the Applicant, including the Electric Utility's costs and

expenses if the Electric Utility participates in the acquisition of the easements through condemnation proceedings; All **Easement Agreements** must be final and executed prior to the commencement of any work or construction by the Electric Utility.

The Electric Utility requires that customers adhere to the provisions of the applicable NEC, NESC, City of Georgetown Code and the Utility's construction specifications and Design Criteria Manual at the time of installation. All installations on the utility side of the point of service must be installed according to the Utility's construction standards, which contain the applicable construction standard for each installation. The electric infrastructure shall be designed, installed, and maintained in compliance with Section 13.06 of the Unified Development Code.

Where feasible, the Electric Utility will temporarily (or permanently) relocate distribution infrastructure at the Customer's expense. Relocation of distribution lines and associated equipment is performed pursuant to utility needs and operations, not at the request of a property owner/customer/developer, such as for the purpose of space or convenience. Electric Utility will not, at a property owner's request, temporarily or permanently relocate distribution lines from being on or adjacent to one property to being on or adjacent to another property without written consent of the property owner to which the distribution lines would be relocated adjacent to. Obtaining this written consent and easement is the responsibility of the property owner making the request.

Customers may request the removal of the Electric Utility owned facilities/infrastructure that are no longer in service; however, these facilities may be removed at the sole discretion of the Electric Utility, taking into account the current or future usefulness of the infrastructure. If deemed appropriate, the facilities may be removed at cost to the **Customer**.

If a **Developer** requests a modification to an existing development or **Subdivision** for the purpose of changing its present configuration or load requirements, the **Developer** shall be required to pay all costs required to accommodate the changes.

Any **Customer** requesting changes to existing Electric Utility's facilities will pay the full costs including but not limited to engineering studies, construction, relocation and removal of infrastructure as **CIAC**.

The Electric Utility will exercise prudent judgement in determining the conditions under which a specific line extension will be made for an Applicant with a load greater than 10 MW. This may include, but is not limited to, CIAC, contract minimums, service specifications, and/or other contract terms, arrangements, or conditions deemed reasonable by the City.

Primary Voltage Service:

A customer can request a primary level service wherein the Electric Utility is delivering service to the service location at primary level voltage at the Applicant's Service location. The following requirements will apply:

- The Applicant will procure, at the sole expense of the Applicant, all facilities and equipment, including but not limited to transformers, poles, and conductors required to take electric service at primary level voltage as required by the Electric Utility's most current design standards and specifications.
- The Applicant owns and maintains all facilities located beyond the Point of Interconnection and the Electric Utility will not perform work at any point past the Point of Interconnection.

- The costs for any upgrade, addition, or change in configuration to existing customer-owned or Electric Utility's Facilities will be at the sole expense of the Applicant and in accordance with the Electric Utility's policies and rate ordinances. This includes upgrades, additions, or changes required by Electric Utility to maintain the Electric Utility's Delivery System and to continue to provide service at primary level voltage.
- All customer-owned facilities must be tagged and visually identified as property of the customer.
- The Applicant must agree to provide an as-built facilities sheet to the Electric Utility within thirty (30) days of completed construction.
- The Applicant must agree to notify the Electric Utility in writing of any new load and/or facilities additions for the Electric Utility to assess existing facilities capacity and conduct any engineering studies required to serve the new load.
- All Customer-owned installations must be in accordance with the latest version of National Electric Safety Code (NESC) and NEC standards.
- The Electric Utility reserves the right to deny Primary Level Service to an Applicant if the Electric Utility in its sole discretion determines such service may have an adverse impact on the Electric Utility's Delivery System or service provided to other customers.

Version History:

1. Original Version: March 24, 2020
2. Update #1: July 27, 2021
3. Update #2: February 22, 2022
4. Update #3: January 24, 2023
5. Update #4: September 12, 2023.
6. Update #5: February 27, 2024
7. Update #6: June 10, 2025
8. Update #7: October 28, 2025
9. Update #8: May 26, 2026
10. Update #9 (this update): July 14, 2026

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
Resolution - Energy Risk Management Policies

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution amending the Energy Risk Management Policy and accompanying sub-policies -- Daniel Bethapudi, General Manager of Electric Utility

ITEM SUMMARY:
This resolution certifies the periodical review and amendment of the Energy Risk Management policy and associated policies. Amending the Energy Risk Management policy will enhance the City's ability to provide economic and reliable service to its customers and ascertain the roles of responsibilities of City staff concerning energy risk management. Managing Georgetown Electric's energy risk is consistent with that goal and serves to maintain risk within desired tolerances for a defined period in the future; to mitigate price volatility to its customers; to participate in commodity markets and derivative instruments for hedging and not for speculative purposes; and to develop a risk management culture.

FINANCIAL IMPACT:
None

SUBMITTED BY:
Rene Bywater-Barajas, Electric Department

ATTACHMENTS:
Resolution-Energy Risk Management Policy.pdf
Energy Risk Management Policy - Clean - 07.07.26.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, ADOPTING AN UPDATED ENERGY RISK MANAGEMENT POLICY AND CERTAIN UPDATED ACCOMPANYING SUB-POLICIES, INCLUDING THE HEDGING POLICY UNDER CHAPTER 13.38 OF THE CODE OF ORDINANCES; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City adopted Chapter 13.38 of the Code of Ordinances which provides that the City Council shall adopt and periodically review an electric risk management policy; and

WHEREAS, WHEREAS, the City passed Resolution No. 121019- Y on December 10, 2019, adopting the Energy Risk Management Policy, Resolution No 011122- AB on January 11, 2022 updating the Energy Risk Management Policy, and Resolution No. 041222- S on April 12, 2022 updating the Energy Risk Management Policy and the accompanying sub -policies, the City passed Resolution No. 012324-5.H on January 24, 2024 updating the Energy Risk Management Policy and the accompanying sub -policies including, the credit policy, and, the trading authority policy, and the City passed Resolution No. 082625-5D on August 26, 2025 updating the Energy Risk Management Policy and certain accompanying sub-policies including the credit policy, the hedging policy, and the trading authority policy; and

WHEREAS, the City has identified amendments to the Energy Risk Management Policy to better manage and identify energy risk, and update roles and responsibilities of policy governance;

WHEREAS, the City finds that amending the Energy Risk Management Policy and certain sub-policies will enhance the City's ability to provide economic and reliable service to its customers.

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

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

SECTION 2. The following policies are hereby updated and adopted: the Energy Risk Management Policy attached hereto as Exhibit A, and the updated confidential hedging sub-policy.

SECTION 3. The Mayor is hereby authorized to sign this Resolution and the City Secretary to attest.

SECTION 4. This Resolution shall become effective and be in full force and effect upon execution by the Mayor.

PASSED AND APPROVED on the _____ day of _____, 2026.

ATTEST:

_____
Robyn Densmore, City Secretary

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

GEORGETOWN ELECTRIC UTILITY
ENERGY RISK MANAGEMENT
Amended POLICY 06/18/2026

1. Policy Purpose

The purpose of this document is to formalize the policies of Georgetown Electric Utility (Georgetown Electric) regarding managing its energy risks. Accordingly, this policy will set forth Georgetown Electric's:

- risk management objectives,
- risk governance structure and responsibilities,
- scope of business activities governed by this policy,
- the list of associated ERM guidelines and policy documents.

Georgetown Electric intends that risk management will support the advancement of its strategic business plan, and will properly manage its energy risks through:

- prudent oversight,
- adequate mitigation of risks consistent with the City of Georgetown's defined risk tolerance, and
- sufficient internal controls and procedures.

Managing the energy risks of Georgetown Electric's business entails the coordination of resources and activities among multiple departments within the City of Georgetown.

2. Risk Management Objectives

Georgetown Electric exists primarily to provide competitive and stable priced, reliable electric service to its customers. Managing Georgetown Electric's energy risk is consistent with that goal, and serves the following objectives:

- to maintain risk within desired tolerances for a defined period in the future,
- to mitigate price volatility to its customers,
- to participate in commodity markets and derivative instruments for hedging and not for speculative purposes, and
- to develop a risk management culture.

3. Risk Governance Structure and Responsibilities

Risk governance will follow a top-down approach whereby the City Council identifies Georgetown Electric's risk management objectives and provides risk management oversight. Supporting controls, policies and procedures will be implemented and aligned throughout the risk governance structure, with distinct roles and responsibilities that result in a risk control environment. Governance and controls include the organizational structure, policies, procedures, and reporting processes that support Georgetown Electric's business models, risk tolerance, and power supply objectives, and segregate responsibilities appropriately.

a. City Council Duties

- Has a basic understanding of energy risk management.
- Approves Georgetown Electric's energy risk management objectives, and the General Manager's/City Manager's authority limits to conduct energy transactions.
- Approves no less than annually a resolution of the energy portfolio goals and risk tolerance guidelines around such goals. These goals and risk tolerance guidelines shall be consistent with the City Council's desired risk management objectives, time horizons, and risk tolerance for managing energy risk.
- Approves, periodically reviews, and make recommended changes to the Energy Risk Management Policy that establishes an overall framework for evaluation, management, and control of risk.
- Approves members of the Internal Risk Management Committee ("IRMC").

b. Georgetown Electric Board ("GTEB") – Responsibilities and Duties

- Has an advanced understanding of energy risk management.
- Oversees the energy risk management activities of Georgetown Electric.
- Ensures the scope and frequency for management reporting to the City Council complies with applicable laws.
- Periodically reviews risk exposures and compliance with policies and procedures.
- Discusses Georgetown Electric's major energy risk exposures and the steps management has taken or will take to mitigate, control, and monitor such exposures.
- Periodically reviews the Energy Risk Management Policy and supporting Energy Risk Management Policies and recommends changes to the City Council for approval.
- Recommends members of the IRMC.
- Receives reports by the independent risk management function on Georgetown Electric's compliance with its risk policies.

c. General Manager – Risk Management Responsibilities and Duties

- Recommends Georgetown Electric staff to serve as members of the IRMC.
- Has authority to transact within the limits set by the City Council in the Trading Authority Policy.
- Has authority to approve collateral threshold amounts, trading credit limits, and credit trading restrictions in accordance with the Credit Policy approved by City Council.
- Approves proper organization, separation, or consolidation of functional activities.
- Assures prudent administrative procedures are established for execution of commodity and derivative transactions, contract controls, credit controls, trading

controls, risk monitoring and measurement, settlement controls, and other energy risk management activities.

- Ensures that the identification and quantification of risks and related risk mitigation strategies are integrated into the strategic planning process.
- Establishes and maintains an effective working relationship with Georgetown Electric's external consultants.

d. IRMC – Responsibilities and Duties

Membership shall be comprised of the following voting committee members:

1. City Manager, or designee
2. Assistant City Manager, or designee
3. Chief Financial Officer
4. General Manager
5. Portfolio Management Team Member

The Chief Financial Officer shall serve as the IRMC Chairperson. The Chairperson shall be responsible for keeping, or causing to be kept, a true and complete record of the proceedings. Other non-voting participants shall participate in the meetings as determined by the voting committee members.

The IRMC establishes a forum for discussion of Georgetown Electric's significant risks and must develop guidelines required to implement an appropriate risk management control infrastructure; this includes implementation and monitoring of compliance with Georgetown Electric's energy risk management related policies. The IRMC executes its risk management responsibilities through direct oversight and prudent delegation of its responsibilities to the independent risk management function, as well as to other company personnel.

Responsibilities of the IRMC include:

- Reviews the energy risk management related policies and oversees enforcement by the independent risk function.
- Ensures that risk management objectives, risk tolerance guidelines, and authority limits are employed throughout Georgetown Electric.
- Receives reports by the independent risk management function concerning Georgetown Electric's compliance with its risk policies, controls, and procedures.
- Recommends to the General Manager the proper organizational structure, separation or consolidation of functional risk management activities.
- Reviews and approves proposed risk management strategies for strategic fit, risk exposure consistent with risk tolerance, and reporting and control requirements. The IRMC shall ensure that approved strategies are consistent with applicable laws and Georgetown Electric's approved strategic business plan, risk management objectives, approved risk tolerance guidelines, and compliance with risk policies.
- Periodically reviews Georgetown Electric's risk management program (a detailed review at least once a year) in light of recent changes in business practices, improved procedures, Georgetown Electric's philosophy and strategy, or market changes; ensures continued compliance with its established guidelines.

- Formulates risk management strategy, policy or procedures necessary for new product or market implementation.
- Requires and reviews regular risk reports provided by the independent risk function.
- Periodically engages an independent audit (internal and/or external) of risk control policies and procedures.
- Holds formal monthly IRMC meetings.
- For market transactions executed within Georgetown Electric, performs a review of transaction compliance with policies and procedures.
- Reviews the infrastructure supporting risk management and ensures that it meets the requirements for risk oversight and compliance.
- Reviews compensation policies to ensure that they are structured so as to avoid incentives for excessive risk taking.
- Reviews and approves any deviations to the Peak Load Hedge targets as authorized in the Energy Hedging Policy.

e. Portfolio Management Team – Responsibilities and Duties

This function shall be responsible for managing Georgetown Electric's energy portfolio. Responsibilities include:

- Long-term resource planning
- Execution of hedging strategies in compliance with the Hedging Policy
- Day-to-day execution and management of transactions
- Settlement of energy transactions with Georgetown Electric's counterparties
- Power Budgeting/Portfolio Modeling and hedge strategy recommendations
- Quarterly Portfolio Modeling and Strategy
- Oversight of the activities of the External Energy Manager/Agent QSE and the Energy Risk Management Support Services Provider
- Reports regularly to the IRMC, at a minimum, but not limited to:
    - Portfolio model risk measures (1-60 months)
    - Power cost projections, cost ranges and percentiles

f. City Attorney or designee – Responsibilities and Duties

This function shall be responsible for providing legal services to Georgetown Electric, including collaborating with the General Manager to negotiate and approve master enabling agreements with energy counterparties and approving long-form confirmation letters.

g. Independent Risk Management Function – Responsibilities and Duties

This function shall be the responsibility of the Chief Financial Officer, who is organizationally independent of functions whose activities initiate or directly participate in managing most of the energy risks of Georgetown Electric. Various departments will be required to provide this function with reports or information required for risk assessment and analysis on a regular or periodic basis. Responsibilities include:

- Performs responsibilities delegated by the IRMC.
- Organizes and conducts the IRMC meetings.
- Engages the IRMC in discussions regarding events or developments that could expose Georgetown Electric to potential losses.
- Develops, recommends, and administers risk management processes and procedures.
- Provides input to tools to assist in risk management.
- Provides risk management education/training to City Council, the GTEB, management, and staff.
- Reviews risk management activities and risk controls and recommends modifications of controls to meet changing business needs.
- Reviews adequacy and accuracy of reports and reports any deficiencies to the IRMC.
- Assesses risks to Georgetown Electric in aggregate, by department, and by material business activity.
- Monitors master agreements for compliance with Georgetown Electric's trading activities
- Ensures compliance with Dodd-Frank recordkeeping requirements.
- Monitors compliance with and reports any violation of Georgetown Electric's risk policies.
- Reviews and recommends changes to the risk management policies and procedures, as appropriate.
- Reports regularly to the IRMC on numerous topics, including, but not limited to:
    - Credit and contract risk exposures
    - Other Key Performance Indicators that support effective energy risk management
    - Policy and procedural violations
- Reviews and evaluates proposed risk management transactions to be executed by Georgetown Electric, and ensures adequate analysis has been performed with proper assessment and mitigation of any such risk consistent with risk management objectives and risk tolerance guidelines, and compliance with risk management policies.
- Oversees the activities of the Energy Risk Management Support Services Provider

h. Energy Risk Management Support Services Provider – Roles and Responsibilities

Georgetown Electric uses a consultant to provide the following risk management support services, in accordance with the agreement between Georgetown Electric and the provider:

- Ongoing Credit Services – includes minimal Trading Control services (transaction capture, mark-to-market) and Contract Administration.
- Credit/Collateral Review and Recommendation Services
- Annual Review of Energy Risk Management Policies
- Trading Authority Policy Monitoring Services
- Compliance Reporting Services
- Dodd Frank Record Keeping Services
- Forward Curves

- Transaction Evaluation Services
- Ad hoc Consulting Services

i. External Energy Manager/Agent QSE – Roles and Responsibilities

Georgetown Electric uses a consultant to provide Energy Manager/Agent QSE services, in accordance with the agreement between Georgetown Electric and the provider. Per the agreement, the Energy Manager/Agent QSE is authorized to and shall:

- Participate in the day-ahead and real-time ERCOT market on behalf of Georgetown Electric.

j. Energy Portfolio Management Support Services – Roles and Responsibilities

Georgetown Electric uses a consultant to provide the following energy portfolio management support services, in accordance with the agreement between Georgetown Electric and the provider:

- Energy Portfolio Management Services
- Ongoing Portfolio Congestion and Curtailment Risk Management Services
- Regulatory Support and Representation in ERCOT Stakeholder Processes
- Settlement and Invoice Verification Support, as needed
- Subject Matter Expertise for Contract and Legal Disputes
- Ongoing Power Marketing, Trading and Operations Management Services
- Ad hoc Consulting Services

4. Scope of Business Activities Governed by this Policy

The scope of this policy is designed to address the management of the energy risks associated with Georgetown Electric, including but not limited to:

- Commercial operational risk
- Commodity market price risk
- Concentration risk
- Counterparty contract and credit risk
- Delivery risk
- Liquidity risk
- Operations risk
- Regulatory risk
- Volumetric risk

5. Associated ERM Guidelines and Policies

Supporting guidelines and policies are required as outlined below. The City Council shall be responsible for approving these policies.

- Trading Authority Policy
- Trading Sanctions Policy
- Hedging Policy
- Credit Policy
- Appendix A - Energy Risk Identification and Exposure Management Guidelines

GEORGETOWN ELECTRIC UTILITY
APPENDIX A of the ENERGY RISK MANAGEMENT POLICY

1. Identification of Energy Risks

The energy portfolio of Georgetown Electric is naturally exposed to the following primary energy risks:

1. Commercial operational risk
   - Inadequate controls and procedures
   - Errors and fraud
2. Commodity market price risk
   - Power
   - Natural Gas
   - Renewable Energy Credits
3. Concentration risk (or lack of diversity)
   - Suppliers
   - Customers
4. Counterparty Contract and Credit risk
   - Inadequate contractual language
   - Supplier bankruptcy (mark to market risk)
   - Large industrial bankruptcy
5. Delivery risk
   - Transmission risk (aka congestion)
6. Liquidity risk
7. Operations risk
   - Transmission outages
8. Regulatory risk
9. Volumetric risk
   - Load forecast/ weather variability risk
   - Loss of load
   - Load growth
10. Temporal risk
   - Hedged/contracted hourly volumes of power compared to hourly demand
   - Forecasted daily and seasonal demand compared to actual demand

Section 2 of this document defines these primary risks and other relevant definitions.

Section 3 identifies the tools and provides guidelines as to how risks shall be managed under most conditions.

Section 4 provides a description of Georgetown Electric's power supply risk profile and why it differs from others engaged in the energy markets.

2. Definition of Risks

Commercial operational risk is the risk of loss from inadequate or failed internal processes, people, and systems.

Commodity market price risk is the risk of loss due to potential fluctuations in the prices of an underlying energy commodity. In the wholesale power market, Georgetown Electric has risk that commodity prices rise, spike, or are generally high when it is short of meeting its firm supply obligations. Georgetown Electric has risk that prices fall or are generally low when it is has excess capacity or electric energy (including financial hedges) compared to its firm supply obligations.

Commodity market price risk occurs across all tenors, from the hourly market to the long-term forward market (5 years +). Georgetown Electric is exposed to commodity price risk for power, natural gas, and renewable energy credits.

Concentration risk is the risk of having large exposures to significant power supply components. Concentration risk can be found with suppliers (contract and credit risk), and native load customers, primarily with large commercial and industrial customers.

Congestion risk is the risk of negative price differentials between the location of power supplies and the demand location. If Georgetown Electric needs to buy electricity and the transmission system is congested, it would pay a premium to secure the needed electricity, if it is available at all. If Georgetown Electric has excess electricity to sell and the transmission system is congested, then it may not be able to sell the excess or may have to sell at a discounted price to a non-congested area. Congestion risk typically manifests itself in power commodity market price risk.

Contract risk or Counterparty performance risk is the risk of a potential adverse occurrence of a counterparty's ability to operationally perform on an agreement or due to contractual provisions that leave Georgetown Electric with no recourse under an event of default.

Credit risk is the risk of a potential adverse occurrence of a counterparty's ability to pay its obligations (debts) to Georgetown Electric or the suppliers declare bankruptcy and abrogate a supply contract that must be replaced during a time of higher commodity market prices.

Delivery risk is the risk that Georgetown Electric cannot meet a firm supply obligation due to a transmission constraint. Delivery risk is natural to Georgetown Electric in meeting its firm supply obligations and reliability of service.

Liquidity risk is the risk associated with inadequate cash flow resulting from margin requirements of a contractual agreement. For example, the EEI Master Agreement provides that counterparties may margin each other when they are overexposed above credit thresholds that were negotiated between the parties when the agreement was executed. Credit exposures include replacement cost exposure on a mark-to-market basis when a counterparty's position is out-of-the money. Liquidity risk also includes market depth wherein pursuant to the hedge policy, a transaction can not be completed within the plan mandates due to lack of buyers or sellers in the wholesale markets.

Operations risk is the risk associated with physical assets. This would include failures or outages associated with the transmission system, control systems, or other critical components associated with the production or delivery of electricity.

Regulatory risk is the risk that Georgetown Electric fails to comply with its various regulatory requirements associated with participating in the energy markets, such as ERCOT business practices and protocols, reliability requirements, and Dodd Frank requirements.

Volumetric risk is the risk that energy commodity volumes, both load obligation and intermittent contracted resources, will vary from expected and result in a potential loss due to changing commodity market prices. The primary volumetric risks that Georgetown Electric is exposed to are *load forecast/ weather variability risk* and *loss of load.*

Load forecast/weather variability risk is the risk that actual loads differ from forecasted loads due to an error in weather forecasts and load forecasts. This risk is natural to Georgetown Electric's portfolio since it serves retail consumers. Since this risk will result in Georgetown Electric being unintentionally long or short in the spot market, it naturally results in hourly market price risk.

Loss of load risk is the risk that Georgetown Electric loses a significant portion of its load and that the market price for electricity coincidentally falls below the sales price of the lost load and thereby creates a financial strain on the City. However, if market prices for electricity remain above the sales price of a potential lost load it would create a financial benefit to the City.

Temporal risk consists of three main risk components. Component one (1) is the potential difference in the forecasted hourly wholesale price and the Real-Time wholesale price. Weather, forced outages, intermittent wind and solar energy production, demand reductions, etc. directly influence the supply and demand relationship in real time. There will always be a difference between the forecasted hourly price and the real-time price due to these variables. This first component is not specifically identified above as risk for Georgetown because it exists for all market participants. The second component of temporal risk is the possible difference between forecasted hourly electric demand of the Georgetown loads, the total ERCOT load and the real time load which is influenced by those identified variables above. The third component of temporal risk is the difference between the specified hedge volumes in the Hedge Policy for each temporal period and the actual electric demand in corresponding real time hour.

3. Guidelines and Tools to Manage Risk

Short/Intermediate Term Planning - Portfolio Model

Market price risks and volumetric risks will be managed in the near-term planning cycle (1-60 months forward) utilizing a portfolio model. The portfolio model is a risk assessment of Georgetown Electric's energy portfolio based on Monte Carlo simulation that provides ranges for Georgetown Electric's variable costs in forward months, rolled up to years. The City Council's risk tolerance will be set at least annually using this model as one tool, which will include a stress test outside of reasonable expectations of commodity market prices and their volatilities, and load forecast.

Long-Term Planning – Integrated Resource Planning Model

Market risks and volumetric risks will also be managed by long-term resource planning for a period of 6-20 years. Georgetown Electric's Portfolio Management Team will forecast its long-term firm supply obligations based on its expectations for load growth. This tool, along with a short/intermediate term portfolio model and a financial forecasting modeling tool, will assist Georgetown Electric in making appropriate capital investments to meet the needs of its customers.

Congestion risk
Congestion risk will be managed by procuring congestion revenue rights according to the Hedging Policy and using financial swaps settled at the ERCOT South load zone.

Credit Policy
Credit risk and counterparty performance risk will be managed according to the credit controls, per the Credit Policy.

Contract Controls
Counterparty performance risks will be managed according to the Trading Authority Policy and supporting procedures.

Diversity Management
Georgetown Electric will manage its concentration risks on a rolling 12-month basis by diversifying its supply resources and its energy purchase requirements based upon the diversity requirements found in the Hedging Policy.

Commercial Controls
Georgetown Electric will manage its commercial operational risks according to trading authority limits to conduct market transactions. The trading authority limits to conduct commodity market transactions are approved by Georgetown Electric's City Council and are included in the Trading Authority Policy. Georgetown Electric will also manage its commercial operational risks to new products, instruments, or locations according to a control process for such as found in the Trading Authority Policy. Numerous other internal controls and procedures shall be in place at Georgetown Electric to manage other purchasing activities and vendor relationships.

Hedging Policy
Commodity price risk, concentration risk, and volumetric risk will be managed according to the Hedging Policy and supporting internal execution strategies and control procedures.

Energy Transactions
Numerous transactions may be entered into to mitigate Georgetown Electric's energy risks consistent with the City Council approved power supply cost goal and risk tolerance. Several hedging instruments and commodities are used to manage Georgetown Electric's energy risks, which include purchases or sales of physical commodities, financial instruments, and power generation capacity, and fuel storage. The following hedging instruments and commodities are permitted to be transacted when used consistent with the Trading Authority Policy and supporting controls and procedures:

- Physical Transactions
  - Forward power
  - Options on power
  - Spot market power
  - Ancillary services
  - ERCOT market products, including congestion revenue rights
  - Renewable Energy Credits

- Financial Transactions
  - Futures contracts for power and natural gas
  - Swap contracts for power and natural gas
  - Options on power and natural gas

- Weather protection transactions
- Unit outage protection transactions

4. <u>Georgetown Electric Energy Supply Risk Profile</u>

Georgetown Electric operates its power supply function under a different business model than merchant energy companies, and therefore has a different risk profile, requiring a different approach to risk management.

1. Georgetown Electric is in business to provide competitive and stable priced, reliable electric service to its retail customers.
2. Georgetown Electric is not in the energy business to trade speculatively (buy low – sell high or arbitrage), or to initiate energy risk positions. Optimization trades as authorized in the Trading Authority Policy contain risk management requirements when entering such trades that make such trades non-speculative consistent with the risk management appetite of Georgetown.
3. Georgetown Electric is not in the energy business to take at-risk positions in merchant generation.
4. Georgetown Electric by nature has significant volumetric risk that results from: 1) long-term load serving obligations, 2) the supply hedges used to meet those obligations (forwards, options, demand side management, intermittent resources, etc.), and 3) the volumetric differences that occur between numbers 1 and 2 ('unmatched positions').
5. Georgetown Electric participates in the forward term electric market *defensively* to hedge the risk of its forward load serving obligations (short positions) based on monthly or seasonal forecasted peak loads, plus a capacity planning reserve. There are about 720 hours in each calendar month, and due to the unpredictability of the weather, it is impossible to know when the peak load hour will be. Consequently, Georgetown Electric's forward short and long positions are measured in both MW and MWh.
6. Sometimes Georgetown Electric also has forward positions that are net long after meeting its firm load obligations, and they will participate in the forward term electric market to hedge that risk by selling.
7. Georgetown Electric participates in the weekly/daily/hourly electric market to balance its unmatched positions at the market price in real time, and in the near-term timeframe of predictable weather trends.
8. Georgetown Electric is not in the practice of mark-to-market revenue recognition. Revenues from rates to its customers is cost based, without variability for mark-to-market fluctuations.
9. Unlike managing a portfolio of only standard traded electric products (e.g. 5X16 Firm LD at a pricing hub) that protect the parties financially from volumetric risk, Georgetown Electric's energy portfolio typically has significant volumetric risk, because:
   - Its load obligations are obviously not flat in volume, they fluctuate hour-by-hour, minute-by-minute.
   - Its loads can be difficult to predict (weather forecasts, weather correlation).
   - Some of its supply resources may not be financially firm (unit contingent purchases, non-firm purchases, etc.) and may be intermittent in nature.
10. Unlike managing a portfolio of only standard traded electric products (e.g. 5X16 Firm LD at a pricing hub or load zone) which are generally liquid, it would be very time consuming to liquidate the entire forward risk in a typical energy portfolio. It is not unusual for Georgetown Electric to have unmatched positions of load obligations (short) and supply resources (long) that extend out in forward time for several years. In order to 'flatten' Georgetown Electric's book of unmatched risk positions to a risk neutral position, it

would usually require a lengthy time period for a request for proposal ("RFP") and negotiation process to obtain a tailored physical 'wrap-around' alliance deal. Even then, because of the uncertainty of forward electric prices, these types of deals are usually limited to the next 5 or 10 years forward, not 20 to 30.

11. Typical derivative risk metrics, such as Value at Risk (VaR), do not factor in volumetric risk, and are therefore inadequate to reflect the full risk that is inherent to Georgetown Electric's business.

12. Native load does not behave according to any derivative that can be loaded into a risk system.

13. The proper risk measurement and decision support tool for most of Georgetown Electric's risks, is a risk model that incorporates both market price risk and volumetric risk together and provides for a correlation of native load demand to market prices.

GEORGETOWN ELECTRIC UTILITY
APPENDIX B of the ENERGY RISK MANAGEMENT POLICY

1. City of Georgetown Internal Energy Risk Management Members by Function

1. **General Manager/or designee**

2. **IRMC (Function/Member/Designee)**
   - City Manager/or designee
   - Assistant City Manager/or designee
   - Chief Financial Officer/or designee
   - General Manager/or designee
   - Portfolio Management Team Member

3. **Portfolio Management Team**

4. **City Attorney/or designee**

5. **Independent Risk Management Function**
   - Chief Financial Officer/or designee

Additional attending staff:
- Assistant Chief Financial Officers

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
BRA Contract Revenue Bonds, Series 2026

SUGGESTED ACTION:
Consideration and possible action to approve the BRA Contract Revenue Bonds, Series 2026 -- Chelsea Solomon, PE, Water Utilities Director

ITEM SUMMARY:
The City of Georgetown, City of Round Rock, and the Brushy Creek MUD are all proportional owners of the Lake Stillhouse Pump Station and the Williamson County Regional Raw Water Line (WCRRWL) that conveys water from Lake Stillhouse to Lake Georgetown. The pump station and line are operated, managed and maintained by the Brazos River Authority (BRA). Over the past several years the BRA has been in design of the Phase III Pump Project to upgrade the station to its ultimate capacity. To date the design has been paid as a proportional share from the three owner entities. The BRA is requesting permission to secure funding for the ongoing engineering and design costs of the final pump expansion, including approximately $4.4 million to reimburse the three owner entities for their respective shares of costs that have been paid over the last 36 months, plus roughly $3.5 million to fund the estimated remaining soft costs of the Phase III Pump Project. The BRA issues these bonds and the bond costs get incorporated into our annual operation and maintenance expenditures. The estimated reimbursement to the City of Georgetown is approximately $2.7 million. Construction funding for the Phase III Pump Project is anticipated to occur in 2028.

FINANCIAL IMPACT:
The estimated reimbursement to the City of Georgetown is approximately $2.7 million.

SUBMITTED BY:
Rebecca Fisher, Water Utility Department

ATTACHMENTS:
Closing Certificate - City of Georgetown - 1.pdf
General Certificate - Georgetown - 1.pdf
Resolution - City of Georgetown - 2.pdf
WCRRWL FY 2027-Third Draft-Phase III Pump Project.pdf
WCRRWL Ph 3 Pumps Debt.pdf
WCRRWL Phase 3 Pumps Debt Worksheet.pdf

CLOSING CERTIFICATE

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §
CITY OF GEORGETOWN §

We, the undersigned City Manager and City Secretary of the City of Georgetown, Texas (the "Participant") hereby certify as follows:

1. That this certificate is executed for the benefit of the Attorney General of the State of Texas and the prospective owners of the proposed Brazos River Authority Contract Revenue Bonds, Series 2026 (Williamson County Regional Raw Water Line Project), authorized by a resolution adopted by the Board of Directors of the Brazos River Authority on June 8, 2026 as amended (the "Bonds").

2. That capitalized terms used herein shall have the meanings set forth in the Notice of Sale and Bidding Instructions, Official Bid Form, and Preliminary Official Statement dated as of _____, 2026 (the "Agreement").

3. That (i) the Participant has not received notice of any litigation, nor to our knowledge, is any litigation pending or threatened, in any court to restrain or enjoin the issuance or delivery of the Bonds, the establishment of the rates, fees and other charges relating to the Project (including the Participant's monthly charges) or the other authorized purposes of the Participant, the lien on and pledge of the Net Revenues pledged to the payment of the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity of the Bonds, the Bond Resolution, the A&R Project Agreement, the Participant's official approving and authorizing actions, or the Agreement, or contesting the authority of the Authority, acting as issuer, to issue the Bonds, or contesting the authorization of the Bonds, the Bond Resolution, the Agreement, the A&R Project Agreement, or the Participant's official approving and authorizing actions, or contesting in any way the accuracy, completeness, or fairness of the Preliminary Official Statement or the Official Statement, or that would otherwise adversely affect in a material manner the operations or the financial condition of the Participant; (ii) to the best of our knowledge, no event affecting the Participant has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; (iii) the representations and warranties of the Participant contained in any certificate and document delivered by the Participant pursuant to the provisions of the Agreement, are true and correct on and as of the date of the Closing as though such representations and warranties were made on and as of the date of the Closing; (iv) the A&R Project Agreement has been duly approved, executed and delivered by the Participant and, with respect to the Participant, the A&R Project Agreement and the obligations of the Participant thereunder (including the obligation to provide certain information in accordance with the Rule) remains in full force and effect and has not been rescinded; (v) during the last five years, the Participant has complied in all material respects with its continuing disclosure agreements, if any, pursuant to the Rule, except as otherwise described in the Official Statement; (vi) all agreements or conditions to be performed or complied with by the Participant under the Agreement to effect delivery of the Bonds on or prior

to the date of Closing have been performed or complied with; and (vii) there has not been any materially adverse change in the operations or financial condition of the Participant since the date of the Official Statement.

SIGNED this _____, 2026.

CITY OF GEORGETOWN

_____
City Manager

_____
City Secretary

Closing Certificate of the City of Georgetown, Texas
relating to the
Brazos River Authority Contract Revenue Bonds, Series 2026
(Williamson County Regional Raw Water Line Project)

GENERAL CERTIFICATE OF THE CITY OF GEORGETOWN

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §
CITY OF GEORGETOWN §

We, the undersigned City Manager and City Secretary of the City of Georgetown, Texas (the "Participant") hereby certify as follows:

1. That this certificate is executed for the benefit of the Attorney General of the State of Texas and the prospective owners of the proposed Brazos River Authority Contract Revenue Bonds, Series 2026 (Williamson County Regional Raw Water Line Project) (the "Bonds"), authorized by a resolution adopted by the Board of Directors of the Brazos River Authority (the "Authority") on June 8, 2026, as amended (the "Bond Resolution").

2. That said Participant is a duly incorporated Home Rule City, operating and existing under the Constitution and laws of the State of Texas and the duly adopted Home Rule Charter of said Participant, which Charter has not been changed or amended since the passage of the ordinance authorizing the most recently issued Series of outstanding obligations of the Participant which have been approved by the Attorney General of Texas.

3. That the statements and information set forth in the Official Statement pertaining to the Participant and the Bonds, and particularly the Participant's operating statements, debt service requirements, revenues, taxable values, rates for water and sewer services (which rates have been set by official action of the Participant and are now in effect), and other information set forth therein are true and correct in all material respects.

4. That the A&R Project Agreement (as defined in the Bond Resolution), between the Authority and the Participant, has been duly authorized by the Participant and properly executed by duly authorized officials of the Participant.

5. That the A&R Project Agreement, between the Authority and the Participant, is still in full force and effect, has not been amended or rescinded, there is no litigation pending relating to the A&R Project Agreement or the authority of the Participant to enter into the A&R Project Agreement and no default exists in connection therewith.

6. The Participant verifies that bond proceeds will not be used for any unconstitutional purposes, including payments made pursuant to unconstitutional diversity, equity, and inclusion ("DEI") programs and including any such DEI programs established by local ordinances or policies.

[The balance of this page is intentionally left blank.]

SIGNED _____.

CITY OF GEORGETOWN

_____
City Manager

_____
City Secretary

General Certificate of the City of Georgetown, Texas
relating to the
Brazos River Authority Contract Revenue Bonds, Series 2026
(Williamson County Regional Raw Water Line Project)

CERTIFICATE FOR RESOLUTION NO. _____

We, the undersigned Mayor and City Secretary of the City of Georgetown, Texas, hereby certify as follows:

1. The City Council of said City convened in Regular Session on the 14th day of July, 2026, at the scheduled meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Josh Schroeder, Mayor
Amanda Parr, Councilmember District 1
Shawn Hood, Councilmember District 2
Ben Butler, Councilmember District 3
Ron Garland, Councilmember District 4
Kevin Pitts, Councilmember District 5
Jake French, Councilmember District 6
Ben Stewart, Councilmember District 7

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Resolution entitled

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS REGARDING FINANCING OF WILLIAMSON COUNTY REGIONAL RAW WATER LINE; AUTHORIZING THE MAYOR, CITY MANAGER, AND CITY SECRETARY TO TAKE APPROPRIATE ACTIONS; AND DECLARING AN EFFECTIVE DATE

was duly introduced for consideration and passage. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: __ NOES: __ ABSTENTIONS: __

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true and correct excerpt from said minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting members of said City Council as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Tex. Gov't Code Ann. Ch. 551.

3. That the Mayor (or Mayor Pro-Tem) of said City has approved and hereby approves the aforesaid Resolution; that the Mayor (or Mayor Pro-Tem) and the City Secretary of said City have duly signed said Resolution; and that the Mayor (or Mayor Pro-Tem) and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED THE 14 DAY OF JULY, 2026.

ATTEST:

_____
Mayor

_____
City Secretary

(SEAL)

SIGNATURE PAGE TO CERTIFICATE FOR RESOLUTION NO. _____

RESOLUTION NO: _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS REGARDING FINANCING OF WILLIAMSON COUNTY REGIONAL RAW WATER LINE; AUTHORIZING THE MAYOR, CITY MANAGER, AND CITY SECRETARY TO TAKE APPROPRIATE ACTIONS; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the Brazos River Authority (the "Authority") is an agency and political subdivision of the State of Texas, duly created and lawfully operating under Chapter 8502, Texas Special District Local Laws Code, as amended (the "Authority Act"), all pursuant to and in furtherance of the purposes of Article XVI, Section 59 of the Constitution of Texas; and

WHEREAS, pursuant to separate and individual contracts heretofore executed between the Authority, on one part, and the City of Georgetown ("Georgetown"), the City of Round Rock ("Round Rock"), and Brushy Creek Municipal Utility District ("Brushy Creek") (Georgetown, Round Rock and Brushy Creek are collectively referred to as the "Participants"), the Authority has contracted to make available to such parties water from Lake Stillhouse Hollow and to divert water from Lake Stillhouse Hollow to Lake Georgetown; and

WHEREAS, the Authority and Participants have previously entered into the "Amended and Restated Williamson County Regional Raw Water Line Agreement", dated as of August 13, 2020, (the "A&R Project Agreement"), which A&R Project Agreement provides for the Authority to design, construct and operate facilities for transporting water from Lake Stillhouse Hollow committed to Participants to Lake Georgetown (the "Project") for diversion by them for municipal purposes; and

WHEREAS, the Authority and Participants have determined it is beneficial and in the best interests of the Participants to issue the hereinafter authorized bonds (the "Bonds") in order to fund a portion of the Phase III Pump Project (defined below); and

WHEREAS, in order to clearly establish, authorize, ratify and confirm the contractual arrangements entered into by the Authority and the Participants and all actions taken by Georgetown in reliance on the A&R Project Agreement, it is deemed to be appropriate to adopt this resolution.

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

SECTION 1. That the City Council of Georgetown hereby incorporates the recitals set forth in the preamble hereto as if set forth in full at this place and further finds and determines that said recitals are true and correct.

SECTION 2. That the Mayor, City Manager and City Secretary of the City of Georgetown are hereby authorized and directed to execute, deliver and take all actions necessary and appropriate relating to the issuance of the Bonds by the Authority for the purpose of funding a portion of the Phase III Pump Project (as defined in the A&R Project Agreement), including without limitation the execution and delivery of a General Certificate and a Closing Certificate

relating to the Bonds, in substantially the forms presented to the City Council at the meeting at which this resolution has been adopted, with such changes as may be required by the Texas Attorney General or the underwriters of said Bonds, and furnishing such certificates and other documentation as may be required by the Texas Attorney General or the underwriters of said Bonds.

SECTION 3. That this resolution shall take effect immediately upon passage and all ordinances, orders and resolutions in conflict herewith are repealed to the extent of any such conflict.

RESOLVED this 14th day of July, 2026.

Attest:

THE CITY OF GEORGETOWN:

_____
City Secretary

_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

Brazos River Authority
FY 2027 Budget
WCRRWL

Third Draft as of 6/3/2026

Capital Improvements Projects Summary

WCRRWL Phase 3 Pumps (customers will cash fund thru Design phase, debt will be issued for construction)

Cost Allocation thru FY 2027												
Entity	%	FY 2023 Actual Expenditures	FY 2024 Actual Expenditures	FY 2025 Actual Expenditures	FY 2026 Projected Actual Amount	Total Expenditures thru 8/31/26	FY 2024 Customer Funding	FY 2025 Customer Funding	FY 2026 Customer Funding thru 8/31/26	Total Customer Funding at 8/31/26	Estimated Funding Balance at 8/31/26	FY 27 Budget Amount
Round Rock	29.67%	4,466	163,625	176,256	1,003,406	1,347,754	893,631	348,162	-	1,241,792	(105,962)	991,539
Georgetown	63.79%	9,602	351,784	378,940	2,157,262	2,897,589	1,921,252	1,081,426	-	3,002,678	105,089	2,131,748
Brushy MUD	6.54%	985	36,092	38,879	221,331	297,288	197,117	79,601	-	276,718	(20,570)	218,714
	100.00%	**1,318,224**	**551,502**	**594,075**	**3,382,000**	**4,542,631**	**3,012,000**	**1,509,188**	**-**	**4,521,188**	**(21,442)**	**3,342,000**

	FY 23	FY 24	FY 25	FY 26 Projected	Total
Reimbursable amount *	**74,665**	**313,966**	**583,696**	**3,382,000**	**$ 4,354,327**

Anticipated reimbursements from debt funding

Round Rock	1,291,886
Georgetown	2,777,477
Brushy MUD	284,964

* not related to condition assessment

CB-WCR-WCRRWL Phase 3 Pumps

Description: The original construction of the Williamson County Regional Raw Waterline (WCRRWL) intake structure anticipated the need to add additional pumps in the future to fully utilize the capacity of the pipeline. Projected water demands in the 2025-2030 timeframe indicate a need for increased pumping capacity. Additional pumps will maximize the pump station capacity.

Primary Location: Central Basin
Secondary Location: WCRRWL
Project Type: Water Distribution

Outside Funding Source: Stakeholder
BRA Funding Source: n/a
Strategic Plan Reference II-b
Capital or Operating: CIP

Financial Plan

	Prior Years Actual	FY 26 Budget	FY 26 Projected Actual	FY 27	FY 28	FY 29	FY 30	FY 31	Project Total
Total Expenditures	2,478,854	3,978,000	3,382,000	3,342,000	22,969,000	19,990,000	17,929,000	-	70,090,854
Bond Funding	-	-	-	3,342,000	22,969,000	19,990,000	17,929,000	-	64,230,000
Customer Funding	2,478,854	3,978,000	3,382,000	-	-	-	-	-	5,860,854

Cost Allocation

Entity	%	Prior Years Actual	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31	Total
Round Rock	29.67%	735,452	1,003,406	991,539	6,814,677	5,930,837	5,319,358	-	20,795,268
Georgetown	63.79%	1,581,176	2,157,262	2,131,748	14,651,141	12,750,939	11,436,297	-	44,708,564
Brushy MUD	6.54%	162,226	221,331	218,714	1,503,182	1,308,225	1,173,345	-	4,587,023
	100.00%	$ 2,478,854	$ 3,382,000	$ 3,342,000	$ 22,969,000	$ 19,990,000	$ 17,929,000	$ -	$ 70,090,854

Estimated Project Costs

	FY 27	Project Total
BRA Staff Time	$ -	$ -
Construction	445,000	57,455,000
Contingency	-	1,780,854
Design/Engineering	2,897,000	10,855,000
Equipment	-	-
Infrastructure Acquisition	-	-
Land Easement/Acquisition	-	-
Legal	-	-
Other	-	-
Surveying	-	-
Testing/Environmental	-	-
Total	$ 3,342,000	$ 70,090,854

Operating Impacts

	FY 27	FY 28	FY 29	FY 30
Revenues	-	-	-	-
Expenses	-	-	-	-

Explanation:

Project Schedule:

FY 2024-25	Complete condition assessment
FY 2025-2026	Complete design phase
FY 2027 - 2030	Bid/Complete construction

Notes:

Pictured above: Existing WCRRWL Pumps

	Est. Series 2026 Debt Service Schedule			Allocation by Participant		
Date	Principal	Interest	Total	Round Rock 29.67%	Georgetown 63.79%	Brushy MUD 6.54%
9/1/2026	$ -	$ -	$ -	$ -	$ -	$ -
3/1/2027	-	191,970	191,970	56,958	122,458	12,555
9/1/2027	135,000	187,797	322,797	95,774	205,912	21,111
3/1/2028	-	185,013	185,013	54,893	118,019	12,100
9/1/2028	140,000	185,013	325,013	96,431	207,325	21,256
3/1/2029	-	182,213	182,213	54,062	116,233	11,917
9/1/2029	145,000	182,213	327,213	97,084	208,729	21,400
3/1/2030	-	179,313	179,313	53,202	114,383	11,727
9/1/2030	155,000	179,313	334,313	99,191	213,258	21,864
3/1/2031	-	176,213	176,213	52,282	112,406	11,524
9/1/2031	160,000	176,213	336,213	99,754	214,470	21,988
3/1/2032	-	173,013	173,013	51,333	110,365	11,315
9/1/2032	165,000	173,013	338,013	100,288	215,618	22,106
3/1/2033	-	169,713	169,713	50,354	108,260	11,099
9/1/2033	175,000	169,713	344,713	102,276	219,892	22,544
3/1/2034	-	166,213	166,213	49,315	106,027	10,870
9/1/2034	180,000	166,213	346,213	102,721	220,849	22,642
3/1/2035	-	162,613	162,613	48,247	103,731	10,635
9/1/2035	185,000	162,613	347,613	103,137	221,742	22,734
3/1/2036	-	158,913	158,913	47,149	101,370	10,393
9/1/2036	195,000	158,913	353,913	105,006	225,761	23,146
3/1/2037	-	155,013	155,013	45,992	98,882	10,138
9/1/2037	205,000	155,013	360,013	106,816	229,652	23,545
3/1/2038	-	150,656	150,656	44,700	96,104	9,853
9/1/2038	210,000	150,656	360,656	107,007	230,063	23,587
3/1/2039	-	145,931	145,931	43,298	93,090	9,544
9/1/2039	220,000	145,931	365,931	108,572	233,428	23,932
3/1/2040	-	140,981	140,981	41,829	89,932	9,220
9/1/2040	230,000	140,981	370,981	110,070	236,649	24,262
3/1/2041	-	135,806	135,806	40,294	86,631	8,882
9/1/2041	240,000	135,806	375,806	111,502	239,727	24,578
3/1/2042	-	130,406	130,406	38,692	83,186	8,529
9/1/2042	255,000	130,406	385,406	114,350	245,851	25,206
3/1/2043	-	124,669	124,669	36,989	79,526	8,153
9/1/2043	265,000	124,669	389,669	115,615	248,570	25,484
3/1/2044	-	118,706	118,706	35,220	75,723	7,763
9/1/2044	280,000	118,706	398,706	118,296	254,335	26,075
3/1/2045	-	112,056	112,056	33,247	71,481	7,328
9/1/2045	290,000	112,056	402,056	119,290	256,472	26,294
3/1/2046	-	105,169	105,169	31,204	67,087	6,878
9/1/2046	305,000	105,169	410,169	121,697	261,647	26,825
3/1/2047	-	97,925	97,925	29,054	62,466	6,404
9/1/2047	320,000	97,925	417,925	123,998	266,594	27,332
3/1/2048	-	90,325	90,325	26,799	57,618	5,907
9/1/2048	335,000	90,325	425,325	126,194	271,315	27,816
3/1/2049	-	82,369	82,369	24,439	52,543	5,387
9/1/2049	350,000	82,369	432,369	128,284	275,808	28,277
3/1/2050	-	74,056	74,056	21,972	47,240	4,843
9/1/2050	370,000	74,056	444,056	131,751	283,263	29,041
3/1/2051	-	65,269	65,269	19,365	41,635	4,269
9/1/2051	385,000	65,269	450,269	133,595	287,226	29,448
3/1/2052	-	56,125	56,125	16,652	35,802	3,671
9/1/2052	405,000	56,125	461,125	136,816	294,152	30,158
3/1/2053	-	46,000	46,000	13,648	29,343	3,008
9/1/2053	425,000	46,000	471,000	139,746	300,451	30,803
3/1/2054	-	35,375	35,375	10,496	22,566	2,314
9/1/2054	450,000	35,375	485,375	144,011	309,621	31,744
3/1/2055	-	24,125	24,125	7,158	15,389	1,578
9/1/2055	470,000	24,125	494,125	146,607	315,202	32,316
3/1/2056	-	12,375	12,375	3,672	7,894	809
9/1/2056	495,000	12,375	507,375	150,538	323,655	33,182
Total	**$ 8,140,000**	**$ 7,292,867**	**$ 15,432,867**	**$ 4,578,932**	**$ 9,844,627**	**$ 1,009,310**

WCRRWL - Phase 3 Pumps

Open Market Debt
3 months lead time
All 3 customers need to take resolutions to their governing boards for approval

First debt issue on September 1, 2026 to reimburse 3 years (9/1/23 to 9/1/26) and fund FY27	**$ 7,876,852**
Second debt issue in FY 2028 to fund FY 28, FY29 and FY30?	**$ 62,185,561**

	Actual 2023 Reimbursable Expenditures	Actual 2024 Reimbursable Expenditures	Actual 2025 Reimbursable Expenditures	FY 2026 (cash funded by customers)				FY 2027				FY 2028				FY 2029				FY 2030				
				Q1 Actual	**Q2 Actual**	**Q3 Projected**	**Q4 Projected**	**Q1**	**Q2**	**Q3**	**Q4**	**Q1**	**Q2**	**Q3**	**Q4**	**Q1**	**Q2**	**Q3**	**Q4**	**Q1**	**Q2**	**Q3**	**Q4**	**Totals**
Design (CDM)	48,777	309,923	571,513	464,514	424,865	1,127,598	1,365,023	1,111,505	941,205	666,354	200,029	31,668	-	-	-	-	-	-	-	-	-	-	-	7,214,197
Bidding Services (CDM)	-	-	-	-	-	-	-	-	-	21,880	136,269	76,258	-	-	-	-	-	-	-	-	-	-	-	234,407
Other	25,888	4,043	12,184																					
Construction (?)	-	-	-	-	-	-	-	-	-	-	406,250	2,272,321	6,595,642	6,595,642	6,595,642	6,595,642	6,595,642	6,595,642	6,595,642	6,595,642	6,595,642	198,719	-	62,238,068
RPR & Engineering (?)	-	-	-	-	-	-	-	-	-	-	39,032	245,817	-	-	-	-	-	-	-	-	-	-	-	284,849
Quarterly Total	74,665	313,966	583,696	464,514	424,865	1,127,598	1,365,023	1,111,505	941,205	688,234	781,580	2,626,064	6,595,642	6,595,642	6,595,642	6,595,642	6,595,642	6,595,642	6,595,642	6,595,642	6,595,642	198,719	-	69,971,521
Fiscal Year Total							3,382,000				3,522,524				22,412,990				26,382,568				13,390,003	69,987,748
												Issue debt here?												Spend it all by 8/31/31

Assumptions

Amounts thru Q2 FY 28 provided by David Vallejo at CDM on 4/9/26
RFB out beginning of Q2 of FY 27 (December 2026)
Open bids beginning of Q3 FY 2027 (March 2027)
Evaluate bids and choose contractor (March/April 2027)
Construction Contract to May 2027 BOD Mtg
NTP for construction expected Q4 of FY 27 (June 2027)

Approved Action

Issue $8.14M in open market contract revenue debt in September 2026 to provide approximately $4.35 M in reimbursement funding for soft costs expended in FY 23-26 and $3.65M in new money to finish design and beginning of construction through the end of FY 27. We will issue debt again once construction bids have come in, OPCC is set, and existing bond funds are nearly exhausted. Second bond issue estimated at approximately $63M probably Q2 FY 28.

Timeline

Bond Advisors/Counsel to prepare draft debt schedules for each customer by late April for first debt issue
Share proposed debt schedules with WCRRWL customers early May
Begin drafting documents/resolutions early May
Bond Resolution to BRA Board at June 8 meeting
Customer approvals/signatures June/July
Sell early August, Fund early September
Re-evaluate timing and amount of second bond issue, probably after construction bids are open

Arbitrage and Spend of 1st debt issue

	Arbitrage	Reimbursement	New Spend	Total
6 months - 15%	1,200,000	4,354,328	2,052,710	6,407,038
12 months - 60%	4,800,000	-	3,522,524	7,876,852
18 months - 100%	8,000,000	-	123,148	8,000,000

Customer Allocation

Georgetown	63.79%
Round Rock	29.67%
Brush Creek MUD	6.54%

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
Purchase and Installation of Pedestrian Crossing Beacons in and around San Gabriel Park

SUGGESTED ACTION:
Consideration and possible action to approve Buyboard contract 803-26 with Consolidated Traffic Controls, INC. of Arlington, TX in the amount of $276,380.00 for pedestrian crossing beacons at regional trail road crossings -- Eric Nuner, Interim Parks and Recreation Director

ITEM SUMMARY:
The proposed project includes the purchase and installation of pedestrian crossing beacons at ten roadway crossings in and around San Gabriel Park. The project advances a key objective of the 2022 Parks and Recreation Master Plan to increase park and trail usage by improving user safety. These improvements will enhance safety for pedestrians using the City's regional trail system by increasing driver awareness at key roadway crossings.

The project will install two lighted pedestrian crossing beacons at each of the ten locations, with one beacon serving each direction of vehicular traffic. The beacons will increase pedestrian visibility and provide motorists with a clear indication that pedestrians are crossing, resulting in safer crossings and improved access throughout the regional trail system.

Project pricing is based on the BuyBoard cooperative purchasing contract, which uses competitively solicited pricing to ensure the City receives the best overall value.

FINANCIAL IMPACT:
Funds are budgeted in the FY26 Parks CIP Fund.

SUBMITTED BY:
Amy Castillo, Parks and Recreation

ATTACHMENTS:
1. CT25394 City of Georgetown Parks Dept RRFBs with install 5.13.26 (ef062f06-4f27-45ba-b5bb-d72be8eedec8).pdf
2. Pedestrion Beacon Overall Map and Locations.pdf

Name Patrick Cavanaugh
Agency City of Georgetown - Parks & Recreation
Address 300-1 Industrial Ave
City State Zip Georgetown, Texas 78626
Phone Number(s) 512-930-3540
Email Address patrick.cavanaugh@georgetowntexas.gov

Please Reference our Quote Number on your PO, thanks.

Consolidated Traffic Controls, Inc.
Serving The Traffic Industry Since 1980

CT25394
5.13.26

Warnack/Misplay
(817)265-3421
CentralTXSales@ctc-traffic.c

New 2026 Buy Board : Proposal No. 803-26 for Highway Safety and Traffic Control Products

CTC Part Number	Description	Paint Color	Qty	Unit Price	Total Price
	RTC Pedestrian Crossing Systems		*		$ -
	Build your Own Ped Crossing Assy. Includes Cabinet with Hinge Mounting Bracket, Control Panel, Yellow Pushbuttons and "Push to Activate" Sign and Frame. DC Assys include 50 Watt Solar Panel with Banding Mount and 53 Ah Battery. Add Poles, Pole Anchors, Lights (LEDs and signal heads or RRFBs) and other signs if required.		*		$ -
PNS10-600008INX	DC Pedestrian Crossing W/ Polara iNX APS Bluetooth Pushbutton		20	$ 2,861.00	$ 57,220.00
PNS10-S1W11-2-G-36K	W11-2 Pedestrian Sign Walking Left Fluorescent Yellow Green Type XI No Lines (36"x36")		20	$ 355.00	$ 7,100.00
PNS10-S1W16-7P-GK	W16-7P Arrow Pointing Left to Crossing Sign (30"x18") Fluorescent Yellow Green (FLYG) DG3 ASTM Type XI		20	$ 168.00	$ 3,360.00
PNS10-503661D2	Back to Back Solar RRFBs (Ubolt Mount)		20	$ 1,359.00	$ 27,180.00
PNS10-POLE15SPALASSY	15' 4.5" Spun Aluminum Pole, Base and Collar and Anchor Bolts		20	$ 1,052.00	$ 21,040.00
CTCINSTALL	Driving Time One Man and Pickup Truck ($120 for the Man, $60 for Truck)		16	$ 180.00	$ 2,880.00
CTCINSTALL	On Site Time One Man and Pickup Truck (2 Hr minimum including drive time)		80	$ 180.00	$ 14,400.00
CTCINSTALL	Second Man (Include Both Drive and On Site time)		80	$ 180.00	$ 14,400.00
CTCINSTALLBUC	Bucket Truck Upcharge (Include Both Drive and On Site Time)		80	$ 75.00	$ 6,000.00
Concrete	24-A Pole Foundation per City of Georgetown Specification		20	$ 6,000.00	$ 120,000.00
Bond Charge	Performance & Payment Bond		2	$ 1,400.00	$ 2,800.00
				Total Before Tax	$ 276,380.00
			Sales Tax (if applicable)		$ -
				Shipping	
				Grand Total	**$ 276,380.00**

Notes
Parks Department
Buy Board : New 2026 Proposal No. 803-26 for Highway Safety and Traffic Control Products Discount 0%

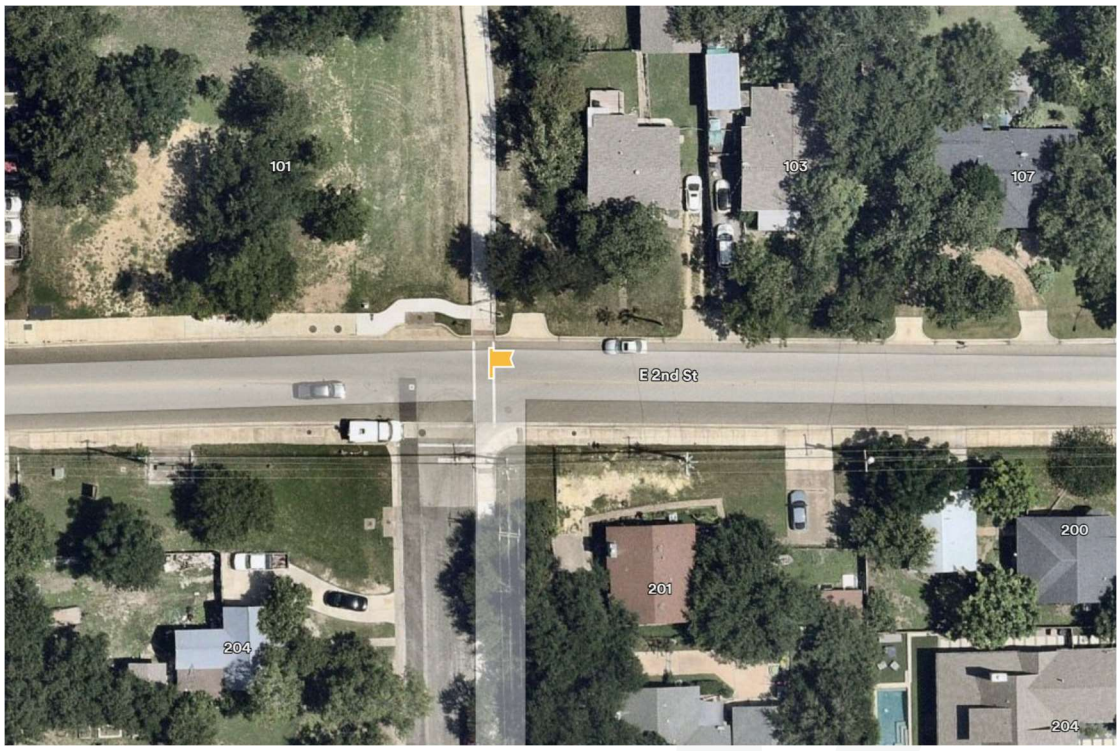
Appendix B: Locations and Photos

Overview of Pedestrian Beacon Locations –

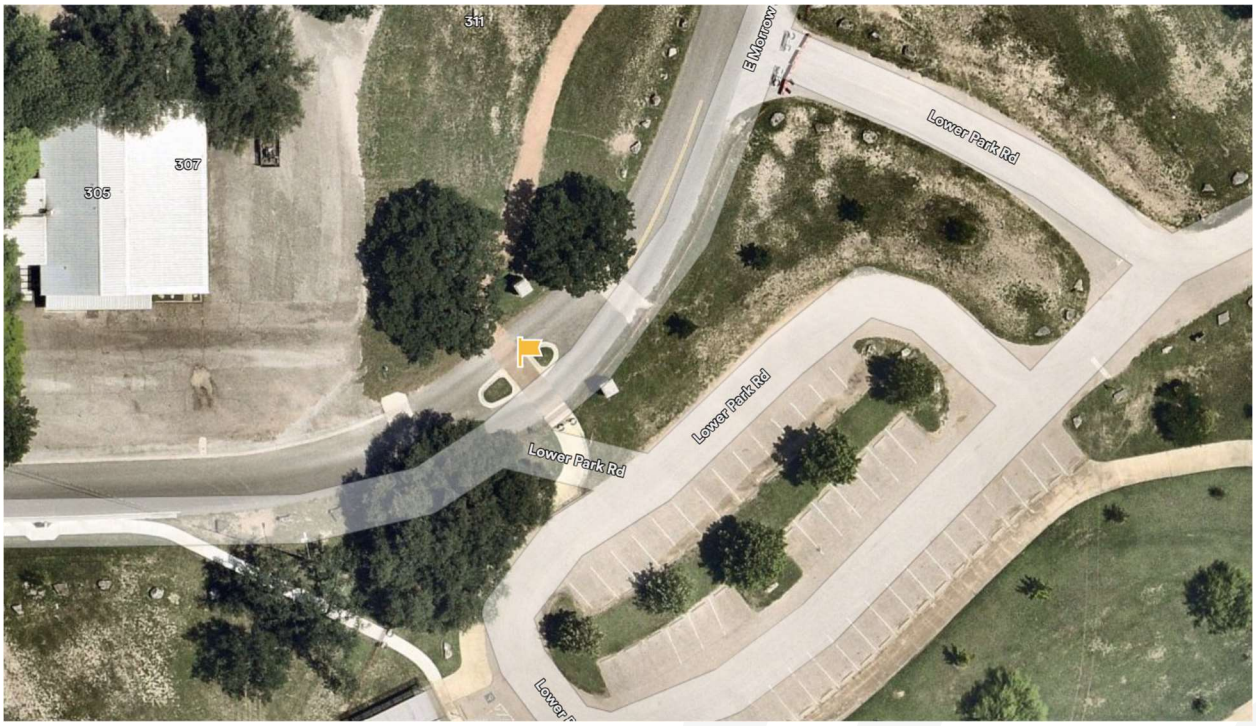
Location Table:

Marker	Address	Coordinates
Site 1	101 W 2nd St, Georgetown, TX 78626-5019, United States	30.641643, -97.677052
Site 2	335 E MORROW ST GEORGETOWN TX 78626 USA	30.646686, -97.674095
Site 3	629 LOWER PARK RD GEORGETOWN TX 78626 USA	30.649788, -97.674401
Site 4	629 LOWER PARK RD GEORGETOWN TX 78626 USA	30.649303, -97.672262
Site 5	650 N College St, Georgetown, TX 78626, United States	30.646686, -97.670891
Site 6	858 N College St, Georgetown, TX 78626, United States	30.648394, -97.668953
Site 7	W L Walden Dr, Georgetown, TX 78626, United States	30.650340, -97.665824
Site 8	629 LOWER PARK RD GEORGETOWN TX 78626 USA	30.652248, -97.665531
Site 9	629 LOWER PARK RD GEORGETOWN TX 78626 USA	30.652509, -97.664680
Site 10	629 LOWER PARK RD GEORGETOWN TX 78626 USA	30.653276, -97.663840

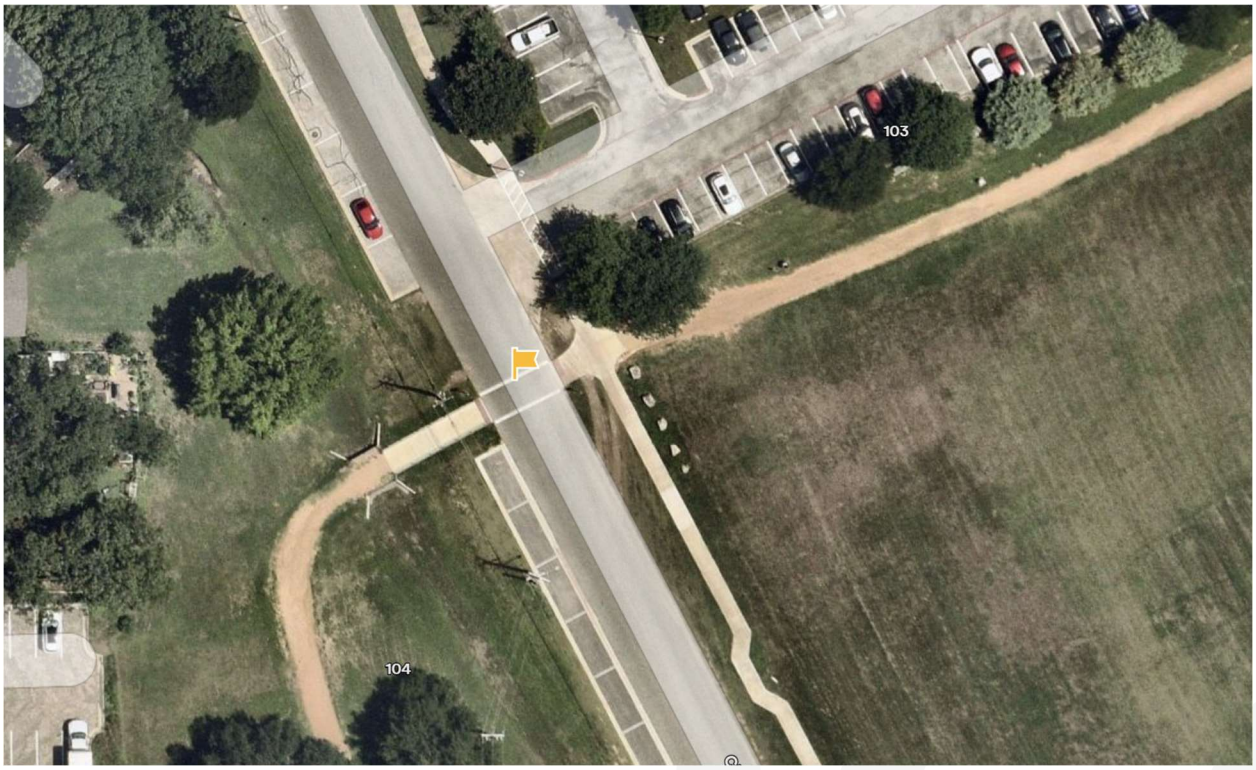
Site 1 – 101 W 2nd St, Georgetown, TX 78626-5019, United States



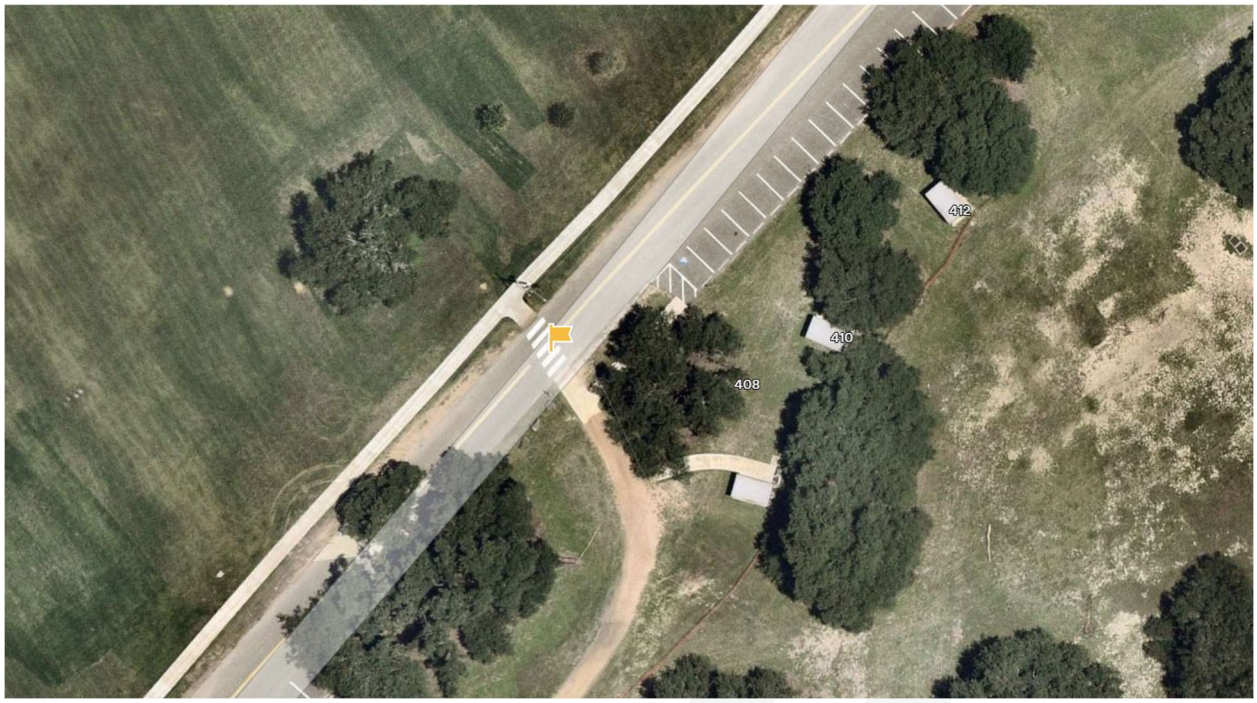
Site 2 – 335 E MORROW ST GEORGETOWN TX 78626 USA



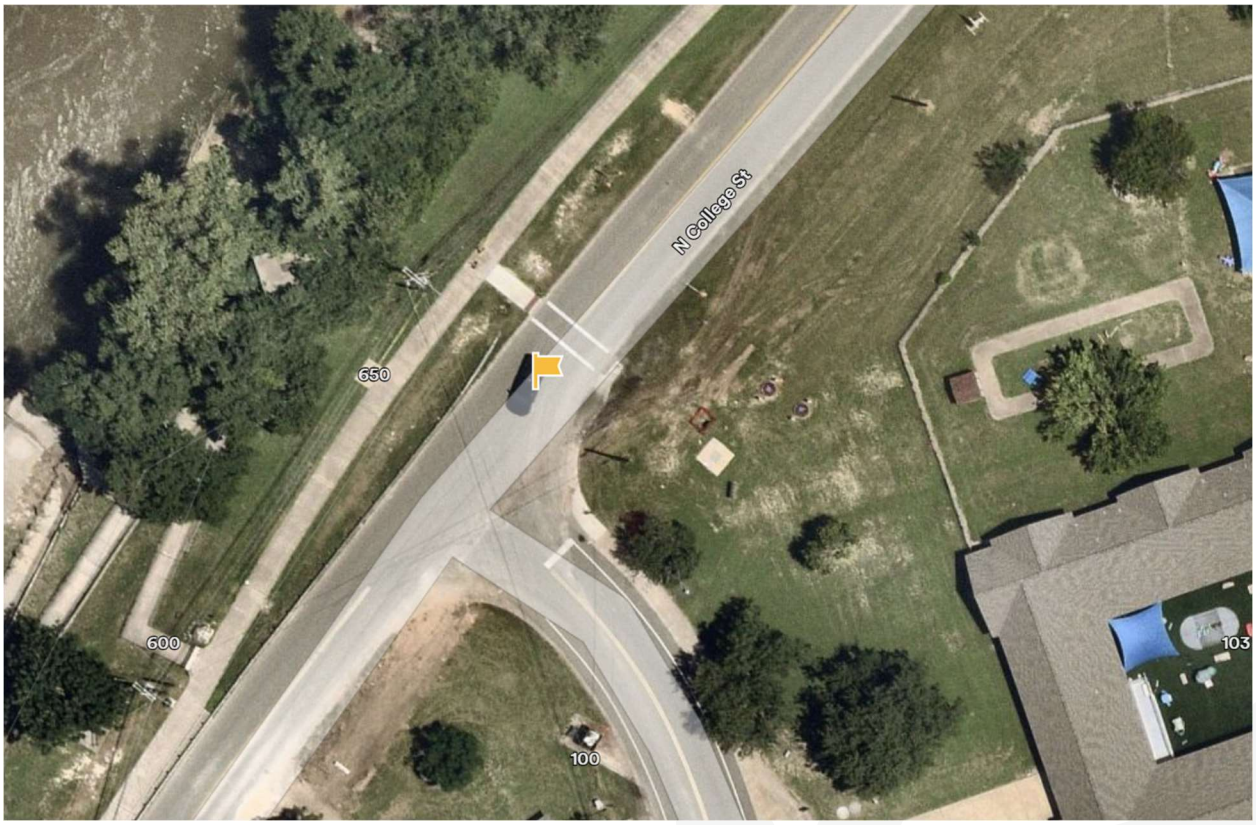
Site 3 – 629 LOWER PARK RD GEORGETOWN TX 78626 USA



Site 4 – 629 LOWER PARK RD GEORGETOWN TX 78626 USA

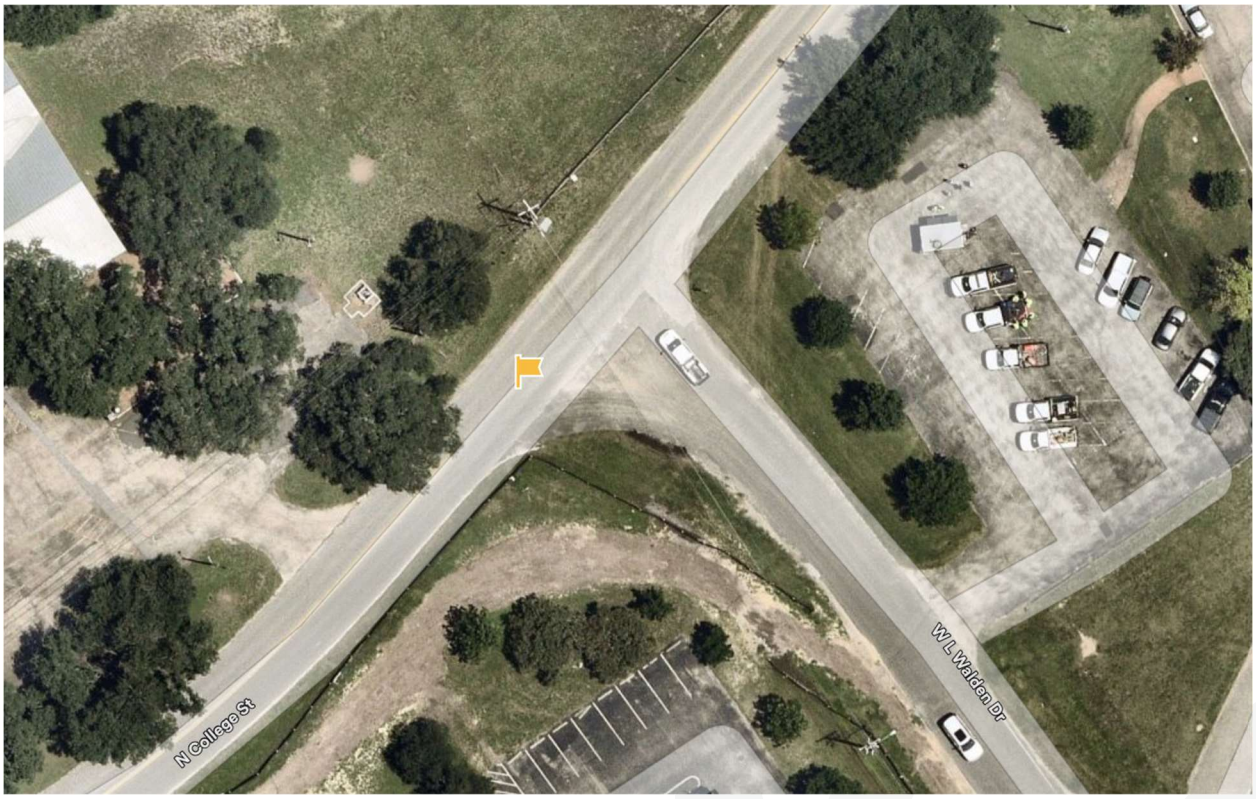


Site 5 – 650 N College St, Georgetown, TX 78626, United States



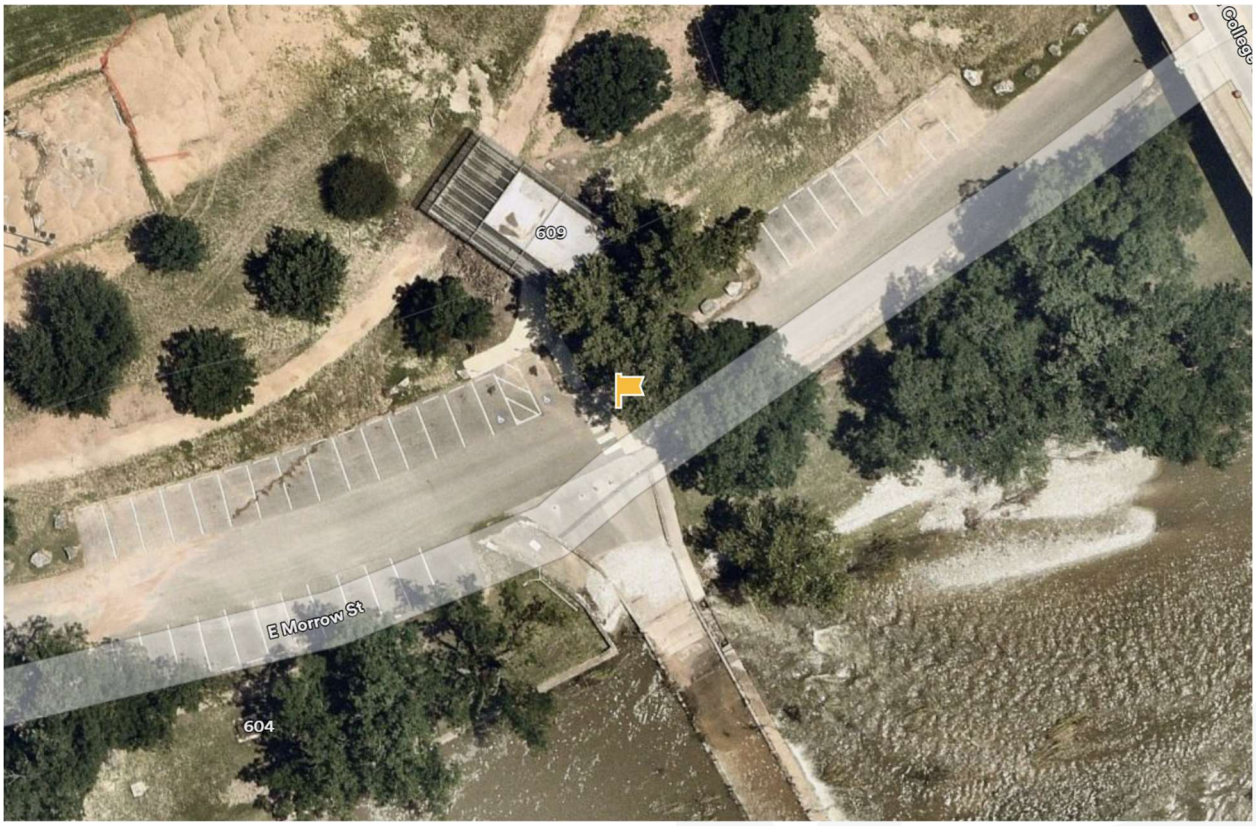
Site 6 – 858 N College St, Georgetown, TX 78626, United States

Site 7 – W L Walden Dr, Georgetown, TX 78626, United States

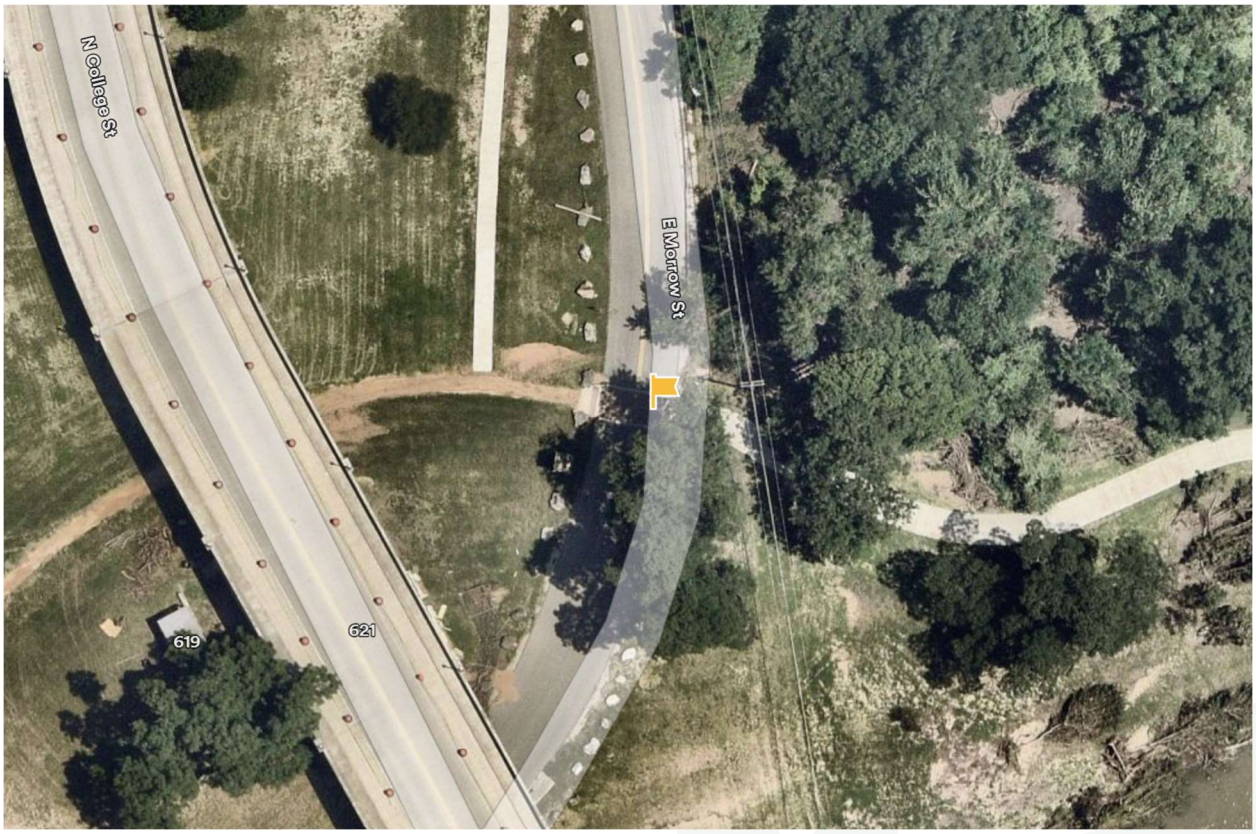


Site 8 – 629 LOWER PARK RD GEORGETOWN TX 78626 USA

Site 9 – 629 LOWER PARK RD GEORGETOWN TX 78626 USA



Site 10 – 629 LOWER PARK RD GEORGETOWN TX 78626 USA



End of RFQ

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
Valley View Contract Renewal for Investment Advisory Services

SUGGESTED ACTION:
Consideration and possible action to approve a contract with Valley View Consulting LLC for Investment Advisory Services for an annual amount not to exceed $40,000.00 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 $200,000.00 -- Leigh Wallace, Chief Financial Officer

ITEM SUMMARY:
Background
The City contracts with an external firm to provide specialized investment portfolio advisory services. The current agreement is set to expire in September 2026. As the City continues to grow and investment balances increase, access to professional investment expertise enhances the Finance Department's existing investment management efforts by providing additional market insight, independent analysis, and strategic guidance. These services help staff identify investment opportunities, maintain compliance with state laws and City policies, and continue safeguarding public funds while maximizing investment performance.

RFP Process
An RFP was developed using Government Finance Officers Association best practices and focused on qualifications and alignment with the City's needs. Although the annual service amount requires only an informal proposal process, the contract term and renewal options exceed the threshold for Council approval. Three proposals were received.

The review committee consisted of both Assistant Chief Financial Officers, Treasurer, and Assistant Treasurer. Proposals were evaluated independently based on the established criteria.

Recommendation
Based on the evaluation process, Valley View Consulting LLC provided the best overall value and service match for the City. The proposed annual cost includes all required investment advisory services and depository bank evaluations. Staff recommend an initial one-year term and may be renewed for up to four additional one-year terms upon mutual agreement of both parties, for a maximum contract term of five years.

FINANCIAL IMPACT:
Funds for this service are included in the Finance Administration department budget under the Investment Advisory Services spend category. Annual amount not to exceed $40,000.00 Terms allow for a total of a 5 year contract not to exceed the amount of $200,000.00

SUBMITTED BY:

Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
26-0281-CC - Valley View Consulting 2026 06 22 (VV SIGNED).pdf

CONSULTATION AGREEMENT WITH THE CITY OF GEORGETOWN

This Consultation Agreement (the "Agreement") is entered into and made effective on the _____ day of _____, 2026 by and between Valley View Consulting, L.L.C., a Virginia limited liability company ("Consultant") and the City of Georgetown, Texas ("City").

1. **Scope of Services.** Consultant agrees to provide such services as further described in **Exhibit A**, which is attached and incorporated herein. Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph four of this Agreement shall be made and approved by the City prior to the Consultant providing such services, or the right to payment for such additional services shall be **waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Agreement, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

2. **Supplement 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 of this Agreement shall prevail.

4. **Total Compensation.** The total compensation paid by the City to the Consultant, including expenses, under this Agreement shall not exceed FORTY THOUSAND and No/100 Dollars ($40,000.00) per year, or TWO HUNDRED THOUSAND and No/100 Dollars ($200,000.00) in total. Payment schedule will be made in accordance with **Exhibit C**, which is attached and incorporated herein.

5. **Term.** The term of this Agreement shall be in effect from the Effective Date and shall continue in effect with a firm fixed fees for one (1) year (the "Original Term"). Upon completion of the Original Term and upon mutual agreement of both parties, this agreement may be renewed for upon to four (4) additional one (1-) year terms [five (5) years total] (each, a "Renewal Term") under the same terms and conditions. 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.

6. **Performance.** Consultant, its employees, associates, and/or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Consultant shall undertake the work and complete it in a timely manner and in accordance with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.

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

8. **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 polices, limits and endorsements required are set forth in **Exhibit D**. Consultants insurance certificate satisfying the City insurance requirements is attached as **Exhibit E**.

9. **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.**

10. **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.

11. **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.

12. **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. Consultant shall deliver all documents or other work product to the City upon request, including original versions if so specified in the request.

13. **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 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 this Agreement.

14. **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.

15. **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.

16. **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 the Consultant a written notice of termination at the end of its then current fiscal year.

17. **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:

Valley View Consulting, L.L.C.
2828 Carters Mill Road
Huddleston, VA 24101-4003
(540) 297-3419
rglong@valleyviewconsultingllc.com

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

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **Consultant Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Consultant certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees, or (2) it does not currently boycott Israel and will not boycott Israel during the term of this Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

26. **Consultant Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies Consultant is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. **Consultant Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Consultant certifies that either (1) Consultant is a sole proprietorship or company with fewer than ten (10) employees or (2) Consultant does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

28. **Consultant Certification Regarding Boycotting Firearm And Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Consultant certifies that either (1) Consultant is a sole proprietorship or company with fewer than ten (10) employees or (2) Consultant does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Consultant

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

29. **Severability.** This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

30. **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.

31. **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.

32. **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.

33. **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.

List of Exhibits

A. Scope of Services
B. Supplemental Provisions
C. Payment Schedule
D. Insurance Requirements
E. Certificates of Insurance

[*signatures on the following page*]

CITY OF GEORGETOWN

By: _____

Name: Josh Schroeder, Mayor

Date: _____

CONSULTANT

By: Richard G. Long Jr.

Name, Title: Richard G. Long, Jr., Manager_

_____

Date: 6/22/2026

ATTEST:

_____

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

Exhibit A

Scope of Services

Nondiscretionary portfolio management services for the City's investment portfolio, currently valued at $272 million. The services must be provided by an investment advisor registered with the Securities and Exchange Commission and the Texas State Securities Board, and must demonstrate extensive experience, especially with fixed income securities, to provide services related to the investment of the City's funds.

A. REQUIRED SERVICES

1. ANTICIPATED APPROACH

   Investment of the City's funds is governed by the Texas Government Code, Chapter 2256, "Public Funds Investment Act" as well as the City's Charter and its adopted Investment Policy. The City's primary investment objectives, in order of importance, are the preservation of principal, maintenance of sufficient liquidity, preservation of public trust and a reasonable and competitive return.

2. INCLUDED CORE ELEMENTS

   Bidding of Certificate of Deposits, execution of securities purchases/sales for the City's operating and bond funds, investment advice, investment reporting, review of the City's Investment Policy and its procedures, and lead the Request for Application process for depository service and conduct the evaluation for Council.

3. SPECIFIC SERVICES

   Specific services, although not all-inclusive, are to be performed as follows:

   - Assist the City with maturity analysis
   - Provide credit analysis of investment instruments in portfolio
   - Provide monthly/quarterly annual reporting on all government entity funds
   - Meetings with the City's staff, which consists of: Finance Committee at least twice a year to review the investment program and portfolio performance
   - Evaluate market risk and develop strategies that minimize the impact on the portfolio
   - Provide assurance of portfolio compliance with applicable policies and laws and the City's Investment Policy
   - Establish an appropriate performance benchmark
   - Indicate full understanding of Investment Policy
   - Ensure portfolio structure matches the City's objectives

- Adhere to City of Georgetown Investment Policy objectives
- Obtain Broker/Dealer Certifications
- In conjunction with the City's Purchasing and Finance departments, prepare the depository banking Request For Application, act as liaison between the bidders and City staff, set up interviews with bidders, review, evaluate and provide analysis on bids and bidders, and advise City on selection. The City's current depository agreement will expire April 30, 2027, with no renewal options.

Consultant will also provide the following investment services:

- Investment policy and bond covenant review,
- Development of cash flow models for all non-bond funds,
- Project management assistance to develop cash flow models for bond proceeds,
- Complete analysis of investment types, pools, and money market funds,
- Thorough communication, reporting, and training,
- Effective investment provider management,
- Primary depository selection process assistance,
- Integration of bond proceeds investment, and
- Strategic portfolio advice to achieve the City's investment objectives.

These services would be performed as non-discretionary functions, working to assist the City through:

- **Risk/Return Assessment** - managing the City's funds requires thorough risk/return objective development. Increasing risk increases the potential return. It also increases potential negative outcomes or concerns. Consultant will assist the City in analyzing various PFIA-eligible alternatives highlighting the range of possible "returns" and "risks."
- **Flexible Strategy and Product Mix** - evolving markets (both product and yield curve) create varying opportunities. Consultant will monitor all City authorized options and probable market adjustments to position the City for flexible strategy implementation.
- **Independence** - analyzing all strategies broadens the options eligible for review and consideration. There is no promotional advantage to any choice, nor hidden agendas or back door marketing efforts to jeopardize recommendations.
- **Dedicated Team and Managed Client Commitment** - focusing on a select client list provides the City with a team that is able to dedicate time and attention. We strive to develop client-specific investment strategies and to

make sure each client receives the time and attention necessary to achieve investment objective success.

Exhibit B

Supplemental Provisions

Exhibit C

Payment Terms

Payment is a fixed fee in the amount listed in Section 4 of this Agreement, payable quarterly ($10,000 per quarter). This amount shall be payable by the City upon submission of an acceptable invoice to the City and shall be paid in accordance with the Texas Prompt Payment Act.

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. 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.

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. **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
July 14, 2026

SUBJECT:
Purchase an Underground Cable Puller

SUGGESTED ACTION:
Consideration and possible action to approve the purchase of (1) one Underground Puller Trailer from Global Rental, a subsidiary of Altec Industries, under Sourcewell Contract number 040924-ALT for an amount not to exceed $231,402.00 -- Scott Parker, Fleet Services Manager

ITEM SUMMARY:
This equipment will allow our electric department to maintain and repair electric transmission lines. The trailer was evaluated in the Fleet replacement model and is part of the replacement cycle for FY25/26. This equipment is quoted under Sourcewell contract number 040924-ALT. Sourcewell is a cooperative contract that results in competitive pricing for vehicles.

FINANCIAL IMPACT:
The purchase of this trailer was approved in the FY25/26 budget. The amount for this purchase is not to exceed $231,402.00

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
Quote 42202601.pdf
Global Rental Co_Quote_42202601_Sourcewell_Addendum [vendor signed].pdf

Global
Global Rental Co., Inc.

Quote Number: 42202601
Opportunity Number:
Sourcewell Contract #: 040924-ALT
Date: 4/2/2026

Quoted for: City of Georgetown
Quoted by: Brittni Rodrigues
Phone: / Email: (303) 519-2143 / brittni.rodrigues@altec.com

REFERENCE MODEL		Sourcewell Price	Commercial List Price	Discount %
UP85BDTA Underground Pullter Trailer -		**$199,255**	**$205,418**	**3%**
(A.) Sourcewell Options On Contract				
1				
2				
3				
	SOURCEWELL OPTIONS TOTAL:	**$199,255**	**$205,418**	**3%**

(A.) **OPEN MARKET ITEMS** *(Customer Requested)*

1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	Unit to be 2026 model year in lieu of 2024	$31,062
8	OTHER		
9			
		OPEN MARKET OPTIONS TOTAL:	$31,062

SUB-TOTAL FOR UNIT/BODY/CHASSIS:	**$230,317**
Delivery to Customer:	**$1,085**
TOTAL FOR UNIT/BODY/CHASSIS:	**$231,402**

(C.) **ADDITIONAL ITEMS** (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days and may be subject to availability at time of order

NOTES

** Denotes FET fees were paid when unit was new. Global is not FET exempt.
All items listed subject to availability, quote provided at time of request detailing options
Delivery is $3.50/ mile
Alternate year models may be available in addition to the ones shown here, they will be discounted / priced
Chassis model can be any standard chassis (Ford, Dodge, International, Freightliner, Peterbilt, etc.)
PAINT COLOR: White to match chassis, unless otherwise specified
TO ORDER: To order, please contact the Account Manager listed above.
CHASSIS: Per Altec Commercial Standard
DELIVERY: No later than _____ days ARO, FOB Customer Location
TERMS: Net 10 days
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry, Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.
***This quote does not include City, County, State or Federal taxes.**

Global Rental Co., Inc. Quote 42202601
Sourcewell Contract No. 040924-ALT
City of Georgetown Addendum

1. The Sourcewell Cooperative and Global Rental Co., Inc. (the "Vendor") are parties to Sourcewell Contract No. 040924-ALT. The City of Georgetown, Texas (the "City) is a participating entity of the Sourcewell Cooperative.

2. Pursuant to Sourcewell Contract No. 040924-ALT, the Vendor agrees to provide the City with the goods and services listed in Vendor Quote 42202601 with the amendments below and additional terms:

    a. The Terms paragraph is amended to state: All payments are subject to the Texas Prompt Payment Act and payments may be subject to a penalty as provided by Texas law.

    b. Additional terms:
        i. Certification Regarding Boycotting Israel. Pursuant to Chapter 2271, Texas Government Code, Vendor certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
        ii. Certification Regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
        iii. Certification Regarding Boycotting Energy Companies. Pursuant to Chapter 2274, Texas Government Code, Vendor certifies that either (1) Vendor is a sole proprietorship or company with fewer than ten (10) employees or (2) Vendor does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
        iv. Certification Regarding Boycotting Firearm and Ammunition Industries. Pursuant to Chapter 2274, Texas Government Code, Vendor certifies that either (1) Vendor is a sole proprietorship or company with fewer than ten (10) employees or (2) Vendor does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
        v. Governing Law and Jurisdiction. Governing law shall be the laws of the State of Texas. Venue shall be the applicable courts of Williamson County, Texas.

[*signatures on the following page*]

CITY OF GEORGETOWN

By: _____

Name: Josh Schroeder, Mayor

Date: _____

GLOBAL RENTAL CO., INC.

By: Mike Ritter

Name, Title: Mike Ritter - Controller

Date: 6/10/24

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
Construction Contract Award with Bennett Paving for the 2026 Street Maintenance High Performance Pavement Seal Package #1

SUGGESTED ACTION:
Consideration and possible action to award a construction contract to Bennett Paving for the 2026 Street Maintenance High Performance Pavement Seal Package #1 project in the amount of $470,655.00 -- Wesley Wright, P.E., Systems Engineering Director, and David Herzog, CIP Manager

ITEM SUMMARY:
The 2026 Street Maintenance High Performance Pavement Seal Package No. 1 project was advertised for public bids on May 17th and May 24th, 2026, in the Williamson County Sun. Through KPA's office, we provided plans and specifications to three (3) contractors. On June 2nd, 2026, at 2:30p.m. We received three (3) responsive bids.

The base bid consists of High-Performance-Pavement-Seal (PMM) in the Woodlake Subdivision, Heritage Oaks Subdivision and portions of Estrella Crossing and Deer Haven.
The project consists of furnishing, installing, and providing all labor and materials required for construction of approximately 180,000 square yards of high-performance pavement seal (PMM), tree pruning, traffic control, and miscellaneous striping. An exhibit is attached to show location and streets that are included in this project

Bennett Paving has applied high performance pavement seals for the various entities and HOA's throughout the State. We have reviewed the current workload, references, and construction history of Bennett Paving and their subcontractors. As a result of our findings, we recommend that a contract be awarded to Bennett Paving for the bid amount of $470,655.00.

The total bid per square yard was $2.61, a 7.5% decrease as compared to the 2025 total bid per square yard of $2.83.

STAFF RECOMMENDATIONS:

City of Georgetown staff and KPA (Design) engineer recommend awarding this contract for the 2026 Street Maintenance High-Performance-Pavement-Seal Bid package #1 (PMM) to Bennett Paving in the amount of $470,655.00.

FINANCIAL IMPACT:
Funds for the contract will come from the FY 2026 Street Maintenance Fund.

SUBMITTED BY:
Daniel Hernandez, Systems Engineering

ATTACHMENTS:
Council Package for HPPS1.pdf

19 North Main Street • Temple, TX 76501 • (254) 773-3731
800 South Austin Ave • Georgetown, TX 78626 • (512) 819-9478

June 9, 2026

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

Re: City of Georgetown
2026 Street Maintenance Project: High Performance Pavement Seal – Bid Package No. 1
Georgetown, Texas

Mr. Hernandez,

Bids were received by the City of Georgetown until 2:30 P.M. on Tuesday, June 2, 2026, for the above-mentioned project. Three (3) competitive bids were received. A detailed bid tabulation and overall location map is attached for your reference.

The bid consisted of furnishing, installing, and providing all labor and materials required for construction of approximately 180,000 square yards of High-Performance Pavement Seal (PMM)), traffic control, striping, and other miscellaneous construction activities located for various subdivisions on the northwest side of the City.

The low qualified bidder for this project is Bennett Paving, Inc. of Leander in the bid amount of $470,655.00. Bennett Paving, Inc. has applied high performance pavement seals for the various entities and HOA's in the Central Texas region. We have reviewed the current workload, references, and construction history of Bennett Paving, Inc. and their subcontractors. As a result of our findings, we recommend that a contract be awarded to Bennett Paving, Inc. for the bid amount of **$470,655.00.**

Sincerely,

Alvin R. (Trae) Sutton III, P.E., CFM
Principal
TSutton@kpaengineers.com

xc: Mr. David Herzog, City of Georgetown
Mr. Moose Morales, City of Georgetown
Mrs. Nicole Abrego, City of Georgetown
Mr. Billy Bennett, Bennett Paving, Inc.
2025-156-30

BID TABULATION
CITY OF GEORGETOWN TEXAS
2026 Street Maintenace Project: High Performance Pavement Seal No. 1 (HPPS)
June 2, 2026; 2:30 PM

				BIDDER INFORMATION					
				Bennett Paving, Inc. **P.O. Box 2309** **Leander, TX 78646**		**Andale Construction, Inc.** **3170 N. Ohio Street** **Wichita, KS 67219**		**Roadway Striping, Inc.** **9444 FM 1339** **Martindale, TX 78655**	
Item No.	*Bid Quantity*	*Unit*	*Bid Data Description*	*Unit Price*	*Extended Amount*	*Unit Price*	*Extended Amount*	*Unit Price*	*Extended Amount*
2025 Street Maintenance Project: High Performance Pavement Seal - Bid Package No. 1									
1	100%	LS	For Insurance, Bonds and Mobilization, not to exceed 5% of Total Bid	$ 10,000.00	$ 10,000.00	$ 25,000.00	$ 25,000.00	$ 73,483.36	$ 73,483.36
2	200	STA	Provide Labor, Equipment, Tools and Supervision to Complete Preparation of Right-of-way	25.00	5,000.00	38.00	7,600.00	1,618.83	323,766.00
3	100%	LS	For Providing a Video DVD of the Project Area Prior to and After Construction	2,000.00	2,000.00	1,255.00	1,255.00	952.08	952.08
4	100%	LS	Traffic Control Plan	1,500.00	1,500.00	2,275.00	2,275.00	85,706.02	85,706.02
5	100%	LS	Traffic Control Implementation	15,000.00	15,000.00	15,165.00	15,165.00	139,555.99	139,555.99
6	180,000	SY	Furnish & Install Polymer Modified Masterseal (PMM)	1.70	306,000.00	1.82	327,600.00	3.85	693,000.00
7	875	LF	Removal of Existing Stop Bars	6.00	5,250.00	7.45	6,518.75	4.25	3,718.75
8	875	LF	Furnish & Install White Stop Bar Thermo Plastic Striping	12.00	10,500.00	12.45	10,893.75	9.96	8,715.00
9	900	LF	Removal of Existing White Crosswalk Striping	9.00	8,100.00	14.85	13,365.00	4.34	3,906.00
10	900	LF	Furnish & Install White Crosswalk Thermo Plastic Striping	24.00	21,600.00	24.85	22,365.00	9.96	8,964.00
11	1,300	LF	Removal of Existing 4" White Striping	0.40	520.00	3.80	4,940.00	1.22	1,586.00
12	1,300	LF	Furnish & Install 4" White Thermo Plastic Striping	2.00	2,600.00	3.80	4,940.00	1.69	2,197.00
13	1,500	LF	Removal of Existing Double Yellow Striping	0.80	1,200.00	4.50	6,750.00	3.04	4,560.00
14	1,500	LF	Furnish & Install Double Yellow Thermo Plastic Striping	4.00	6,000.00	4.50	6,750.00	5.13	7,695.00
15	13	EA	Removal of Existing Directional Arrows & Text	90.00	1,170.00	180.00	2,340.00	76.06	988.78
16	12	EA	Furnish & Install Directional Arrows (Left/Right/Straight) Thermo Plastic Striping	150.00	1,800.00	202.50	2,430.00	190.34	2,284.08
17	1	EA	Furnish & Install Directional Text Thermo Plastic Striping	165.00	165.00	165.00	165.00	236.47	236.47
18	125	EA	Furnish & Install Reflective Pavement Buttons, Double Blue Reflector	10.00	1,250.00	18.75	2,343.75	5.25	656.25
19	60	DAY	For Providing and Maintaining Electronic Traffic Message Boards at Four (4) Locations in the Project Area, Beginning 2-weeks Prior to Start Date	250.00	15,000.00	10.00	600.00	685.56	41,133.60
20	100%	LS	For Pruning Trees in Accordances to the Specificaitons	6,000.00	6,000.00	3,615.00	3,615.00	16,569.66	16,569.66
21	100%	LS	For Items Requested by Owner Not Shown on the Plans	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
TOTAL BID AMOUNT - (Items 1 - 21)					$ 470,655.00		$ 516,911.25		$ 1,469,674.04

Did Bidder Acknowledge Addendum No. 1 & 2	Yes	Yes	Yes
Did Bidder provide Section #00400?	Yes	Yes	Yes
Did Bidder provide Section #00410?	Yes	Yes	Yes

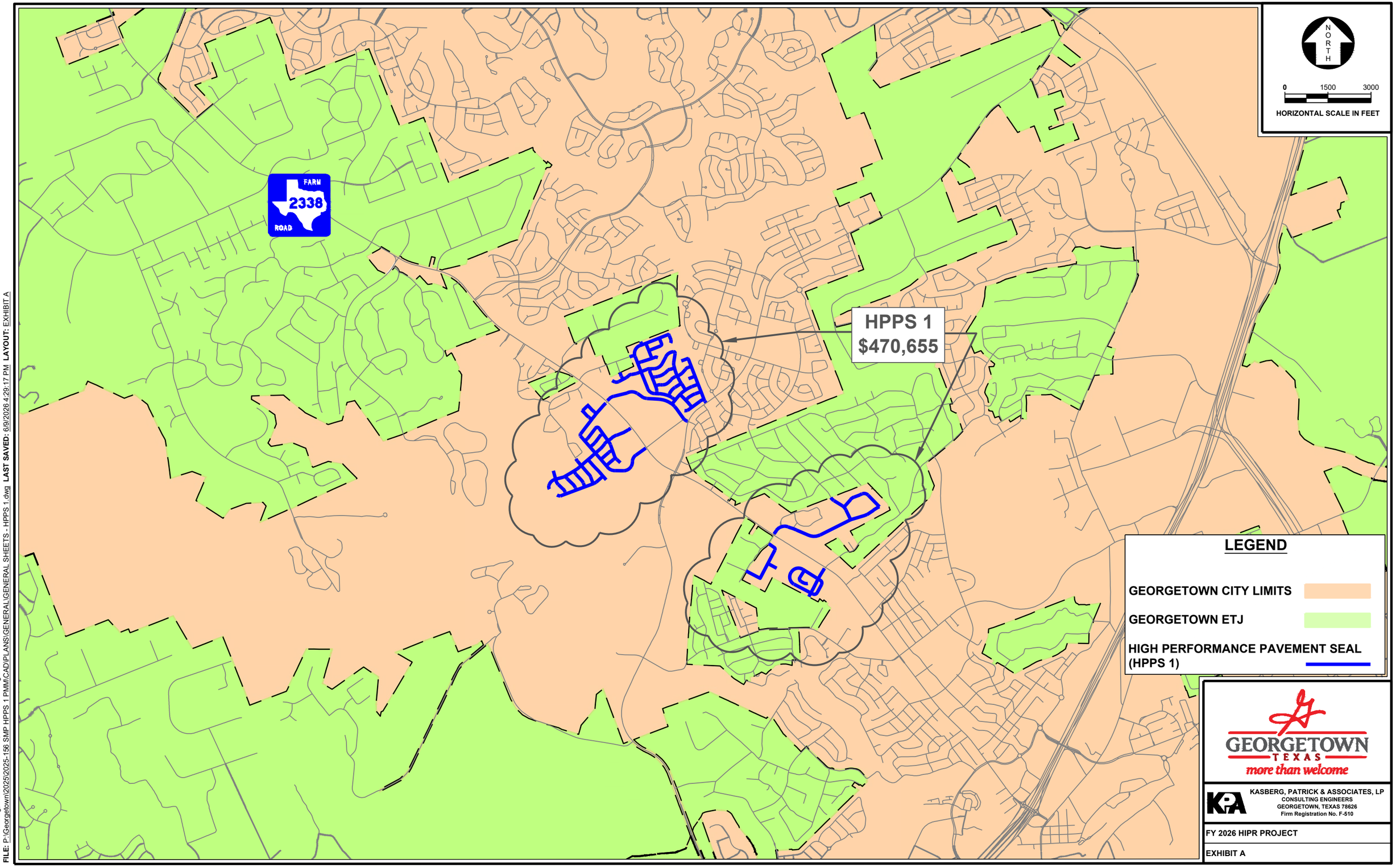
I hereby certify that this is a correct and true tabulation of all bids received

STATE OF TEXAS
ALVIN R. SUTTON, III
96530
LICENSED
PROFESSIONAL ENGINEER

June 8, 2026

Alvin R "Trae" Sutton, III, Date

Kasberg, Patrick & Associates, LP



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FILE: P:\Georgetown\2025\2025-156 SMP HPPS 1 PMM\CAD\PLANS\GENERAL\GENERAL SHEETS - HPPS 1.dwg LAST SAVED: 6/9/2026 4:29:17 PM LAYOUT: EXHIBIT A

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
Construction Contract Award with Cutler Repaving Inc., of Lawrence Kansas for the 2026 Hot-In-Place-Recycling (HIPR) Street Maintenance Project

SUGGESTED ACTION:
Consideration and possible action to award a contract to Cutler Repaving for the 2026 Hot-In-Place-Recycling (HIPR) Street Maintenance Project with a combined base bid and an add alternate bid in the amount of $3,309,554.55 –- Wesley Wright, P.E., Systems Engineering Director, and David Herzog, CIP Manager

ITEM SUMMARY:
The 2026 Street Maintenance Hot in Place Recycling project was advertised for public bids on May 17th and May 24th, 2026, in the Williamson County Sun. We held a non-mandatory pre-bid meeting on May 26th, 2026. On June 2nd, 2026, at 2 pm, we received one (1) competitive bid, and a detailed bid tab is attached.

The project consists of furnishing, installing, and providing all labor and materials required for construction of approximately 154,000 square yards of Hot-in-Place Recycling, edge milling, full depth HMAC repair, adjustment of water valves and manholes, tree pruning, traffic control, and miscellaneous striping. The streets proposed for this treatment are in the Berry Creek Area, Spring Valley Road Area, Scenic Road from Leander Road to Hwy 29, and Southwest Bypass from Wolf Ranch Parkway to Leander Road, and other individual streets. A list of the street names is attached to the provided exhibit.

The low qualified bidder for the project is Cutler Repaving, Inc., of Lawrence, Kansas with a combined base bid and an add alternate bid of $3,309,554.55. Cutler Repaving Inc has performed all previous HIPR projects for the City of Georgetown.

The total bid per square yard in 2026 is $21.49 as compared to the 2025 total bid per square yard of $26.16. That is approximately a 17.9% decrease in the 2026 HIPR street maintenance when compared to the 2025 HIPR street maintenance project.

STAFF RECOMMENDATIONS:
Cutler Repaving has successfully completed several Hot-in-Place-Recycling projects for the City of Georgetown and other entities throughout the state. The workload, references, and construction history of Cutler Repaving and their sub-contractors have been reviewed.

City of Georgetown Staff and KPA (design) engineer recommend awarding this contract for the 2026 Hot-in-Place-Recycling to Cutler Repaving Inc., of Lawrence, Kansas in the amount of $3,309,554.55.

FINANCIAL IMPACT:
Funds for this expenditure are budgeted and available in the FY 2026 Street Maintenance Fund.

PRJ000756

SUBMITTED BY:
Daniel Hernandez, Systems Engineering

ATTACHMENTS:
Council Package HIPR.pdf

19 North Main Street • Temple, TX 76501 • (254) 773-3731
800 South Austin Ave • Georgetown, TX 78626 • (512) 819-9478

June 8, 2026

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

Re: Letter of Recommendation
2026 Street Maintenance Project: Hot-in-Place Recycle Asphalt (HIPR) Project

Mr. Hernandez,

Bids were received by the City of Georgetown until 2:00 P.M. on Tuesday, June 2, 2026, for the above-mentioned project. One (1) competitive bid was received. A detailed bid tabulation and overall location map is attached for your reference.

The bid consisted of a Part A - Base Bid and Part B - Southwest Bypass. Below is a summary of each part:

- **Part A - Base Bid: ($2,718,442.05)** – This part consists of furnishing and installing approximately 140,000 square yards of HIPR, 92,500 linear feet of milling, 550 tons of point repairs, adjustment of water valves and manholes, tree pruning, traffic control, and miscellaneous striping generally in the Spring Valley Road Area, Berry Creek Subdivision, and a section of Wildwood Drive between Williams Drive and Verda Vista.

- **Part B – Southwest Bypass ($591,112.50)** – This part consists of furnishing and installing approximately 14,000 square yards of HIPR, 13,750 linear feet of milling, 1,200 tons of point repairs, traffic control, and miscellaneous striping on Southwest Bypass from Wolf Ranch Parkway to the Leander Road.

The low qualified bidder for the project is Cutler Repaving, Inc. of Lawrence, Kansas with a total bid amount of $3,309,554.55. Cutler Repaving, Inc. has performed all previous HIPR projects for the City of Georgetown. We have reviewed the current workload, references and construction history of Cutler Repaving, Inc. and their subcontractors. As a result of our findings, we recommend that a contract be awarded for the total bid amount of **$3,309,554.55** to **Cutler Repaving, Inc**.

Sincerely,

Alvin R. (Trae) Sutton III, P.E., CFM
Principal
TSutton@kpaengineers.com

xc: Mr. David Herzog, City of Georgetown
Mr. Moose Morales, City of Georgetown
Mrs. Nicole Abrego, City of Georgetown
Mr. John Miles, Cutler Repaving, Inc.
2024-188-30

BID TABULATION
CITY OF GEORGETOWN TEXAS
2026 Hot In Place Recycling (HIPR)
June 2, 2026; 2:00 PM

				BIDDER INFORMATION Culter Repaving, Inc. 921 East 27th Street Lawrence, KS 66046	
Item No.	*Bid Quantity*	*Unit*	*Bid Data Description*	*Unit Price*	*Extended Amount*
PART A - BASE BID					
1	100%	LS	For Insurance, Bonds and Mobilization, not to exceed 5% of Bid, Complete For	$ 15,000.00	$ 15,000.00
2	100%	LS	For Providing a Video DVD of the Project Area Prior to and After Construction, Complete For	500.00	500.00
3	100%	LS	Traffic Control Plan & Implementation, Complete For	63,500.00	63,500.00
4	140,000	SY	For Furnishing and Installing H.I.P.R with new HMAC Type "D", Complete For	13.68	1,915,200.00
5	92,500	LF	For Milling Existing Asphalt as Detailed in the Plans, Complete For	3.66	338,550.00
6	350	CY	For Milling (Asphalt/Base Materail) of Areas for Full Depth Repair, Complete For	120.00	42,000.00
7	550	TN	For Furnishing & Placing Additional HMAC Type "B" for Full Depth Repair/Level Up, Complete For	129.00	70,950.00
8	100	LF	Furnish and Install 6-foot wide Concrete Valley Gutter, Complete For	575.00	57,500.00
9	525	LF	Furnish & Install White Stop Bar Thermo Plastic Striping, Complete For	12.99	6,819.75
10	1,000	LF	Furnish & Install White Crosswalk Thermo Plastic Striping, Complete For	25.97	25,970.00
11	900	LF	Furnish & Install Single White Thermo Plastic Striping, Complete For	0.84	756.00
12	5,600	LF	Furnish & Install Dash White Thermo Plastic Striping, Complete For	0.85	4,760.00
13	550	LF	Furnish & Install Double Yellow Thermo Plastic Striping, Complete For	1.69	929.50
14	250	LF	Furnish & Install Yellow Gore Striping Thermo Plastic Striping, Complete For	12.99	3,247.50
15	1	EA	Furnish & Install Left Directional Arrow Thermo Plastic Striping, Complete For	166.50	166.50
16	2	EA	Furnish & Install Right Directional Arrow Thermo Plastic Striping, Complete For	166.50	333.00
17	3	EA	Furnish & Install Directional Text Thermo Plastic Striping, Complete For	172.05	516.15
18	20	EA	For Raising Existing Water Valves to Grade, Complete For	200.00	4,000.00
19	85	EA	For Raising Existing Manholes to Grade, Complete For	300.00	25,500.00
20	65	EA	Furnish & Install Reflective Pavement Buttons, Double Blue Reflector, Complete For	12.21	793.65
21	90	DAY	For Providing and Maintaining Electronic Traffic Message Boards at Four (4) Locations in the Project Area, Beginning 2-weeks Prior to Start Date, Complete For	280.00	25,200.00
22	100%	LS	For Pruning Trees According to the Specifications, Complete For	16,250.00	16,250.00
23	100%	LS	For Items Requested by Owner Not Shown on the Plans	100,000.00	100,000.00
TOTAL PART A BID AMOUNT - (Items 1 - 23)					$ 2,718,442.05

Item No.	*Bid Quantity*	*Unit*	*Bid Data Description*	*Unit Price*	*Extended Amount*
PART B - SOUTHWEST BYPASS					
1	100%	LS	For Insurance, Bonds and Mobilization, not to exceed 5% of Part B Bid, Complete For	$ 1,200.00	$ 1,200.00
2	100%	LS	For Providing a Video DVD of the Project Area Prior to and After Construction, Complete For	500.00	500.00
3	100%	LS	Traffic Control Plan & Implementation, Complete For	8,000.00	8,000.00
4	14,000	SY	For Furnishing and Installing H.I.P.R with new HMAC Type "D", Complete For	13.68	191,520.00
5	13,750	LF	For Milling Existing Asphalt as Detailed in the Plans, Complete For	3.66	50,325.00
6	750	CY	For Milling (Asphalt/Base Materail) of Areas for Full Depth Repair, Complete For	120.00	90,000.00
7	1,200	TN	For Furnishing & Placing Additional HMAC Type "B" for Full Depth Repair/Level Up, Complete	129.00	154,800.00
8	50	LF	Furnish & Install White Stop Bar Thermo Plastic Striping, Complete For	12.99	649.50
9	8,600	LF	Furnish & Install Single White Thermo Plastic Striping, Complete For	0.85	7,310.00
10	4,600	LF	Furnish & Install Double Yellow Thermo Plastic Striping, Complete For	1.70	7,820.00
11	225	LF	Furnish & Install Yellow Gore Striping Thermo Plastic Striping, Complete For	12.99	2,922.75
12	1	EA	Furnish & Install Left Directional Arrow Thermo Plastic Striping, Complete For	166.50	166.50
13	2	EA	Furnish & Install Right Directional Arrow Thermo Plastic Striping, Complete For	166.50	333.00
14	1	EA	Furnish & Install Straight Directional Arrow Thermo Plastic Striping, Complete For	166.50	166.50
15	4	EA	Furnish & Install Directional Text Thermo Plastic Striping, Complete For	172.05	688.20
16	5	EA	Furnish & Install Reflective Pavement Buttons, Double Blue Reflector, Complete For	12.21	61.05
17	30	DAY	For Providing and Maintaining Electronic Traffic Message Boards at Four (4) Locations in the Project Area, Beginning 2-weeks Prior to Start Date, Complete For	280.00	8,400.00
18	100%	LS	For Pruning Trees According to the Specifications, Complete For	16,250.00	16,250.00
19	100%	LS	For Items Requested by Owner Not Shown on the Plans, Complete For	50,000.00	50,000.00
TOTAL PART B BID AMOUNT - (Items 1 - 19)					$ 591,112.50

	BIDDER INFORMATION Culter Repaving, Inc. 921 East 27th Street Lawrence, KS 66046
TOTAL PART A BID AMOUNT - (Items 1 - 23)	**$ 2,718,442.05**
TOTAL PART B BID AMOUNT - (Items 1 - 19)	**$ 591,112.50**
	$ 3,309,554.55

Did Bidder Acknowledge Addenda No. 1	Yes
Did Bidder provide Section #00400?	Yes
Did Bidder provide Section #00410?	Yes

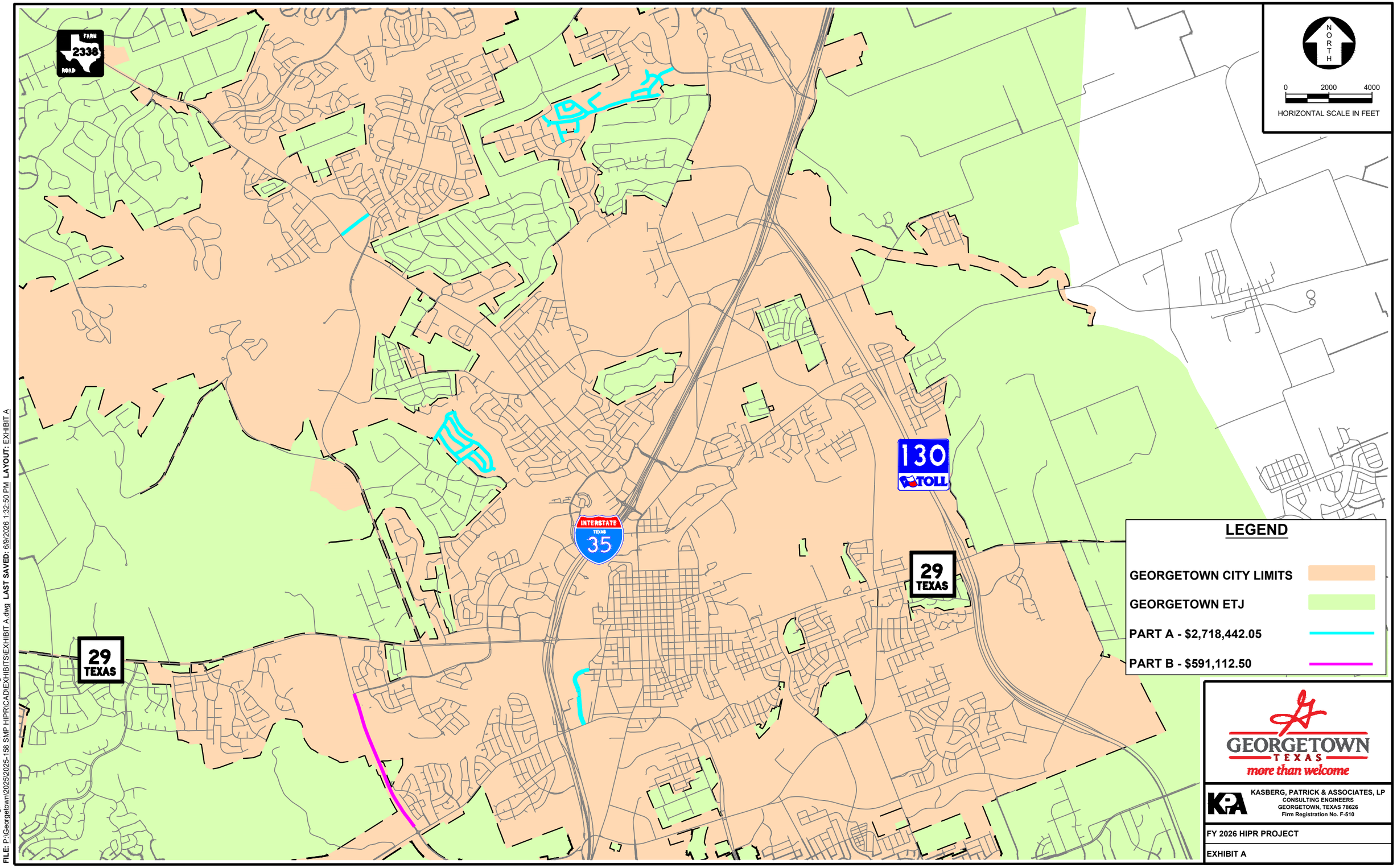
I hereby certify that this is a correct and true tabulation of all bids received

STATE OF TEXAS
ALVIN R. SUTTON, III
96530
LICENSED
PROFESSIONAL ENGINEER

June 8, 2026

Alvin R "Trae" Sutton, III, PE, CFM — Date

Kasberg, Patrick & Associates, LP



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FILE: P:\Georgetown\2025\2025-158 SMP HIPR\CAD\EXHIBITS\EXHIBIT A.dwg LAST SAVED: 6/9/2026 1:32:50 PM LAYOUT: EXHIBIT A

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
Construction Contract Award with Andale Construction of Wichita, Kansas for the 2026 Street Maintenance High Performance Pavement Seal Package No. 2 (HA5)

SUGGESTED ACTION:
Consideration and possible action to award a contract to Andale Construction of Wichita, Kansas for the 2026 Street Maintenance High Performance Pavement Seal Package No. 2 (HA5) project in the amount of $677,695.50 -- Wesley Wright, P.E., Systems Engineering Director

ITEM SUMMARY:
The 2026 Street Maintenance High-Performance-Pavement-Seal Package No. 2 (HA5) project was advertised for public bids on May 17th and May 24th, 2026, in the Williamson County Sun. We held a pre-bid meeting on May 26thth, 2026, at 11:00am. On June 2nd, 2026, at 3:00p.m, we received one (1) competitive bid.

The base bid consists of High-Performance-Pavement-Seal (HA5) in the Summer Crest, High Crest Meadows, Stillwater Subdivision and the Oakmont Subdivision. The project consists of furnishing, installing, and providing all labor and materials required for construction of approximately 136,000 square yards of high-performance pavement seal (HA5), tree pruning, traffic control, and miscellaneous striping. An exhibit is attached to show location and streets that are included in this project.

The total bid per square yard in 2026 is $4.98 as compared to the 2025 total bid per square yard of $4.95. This is approximately a 0.6% increase when compared to the 2025 price per square yard.

The low qualified bidder for the project is Andale Construction, Inc. of Wichita, Kansas. Andale Construction, Inc. is the only licensed applicator for the HA5 product, which is manufactured by Holbrook Asphalt, in the United States. They have applied this product all over the United States, including for the City of Georgetown and several other municipalities across Texas. We have reviewed the current workload, references and construction history of Andale Construction, Inc., and their subcontractors. As a result of our findings, we recommend that a contract be awarded to Andale Construction, Inc. in the amount of $677,695.50.

STAFF RECOMMENDATIONS:
City of Georgetown staff and KPA engineers recommend awarding this contract for the 2026 Street Maintenance High-Performance-Pavement-Seal Bid package #2 (HA5) to Andale Construction, Inc of Wichita, Kansas in the amount of $677,695.50.

FINANCIAL IMPACT:

Funds for this expenditure are budgeted in the FY 2026 CIP Street Maintenance Fund.

SUBMITTED BY:
Daniel Hernandez, Systems Engineering

ATTACHMENTS:
Council Package HPPS2.pdf

19 North Main Street • Temple, TX 76501 • (254) 773-3731
800 South Austin Ave • Georgetown, TX 78626 • (512) 819-9478

June 8, 2026

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

Re: Letter of Recommendation of Award
2026 Street Maintenance Project: High Performance Pavement Seal – Bid Package No. 2
Georgetown, Texas

Mr. Hernandez,

Bids were received by the City of Georgetown until 3:00 P.M. on Tuesday, June 2, 2026, for the above-mentioned project. One (1) bid was received for this project and a detailed bid tabulation and overall location map is attached for your reference.

The bid consisted of furnishing, installing, and providing all labor and materials required for construction of approximately 136,000 square yards of High-Performance Pavement Seal (HA5), traffic control, striping, and other miscellaneous construction activities located in various subdivisions within the City of Georgetown City Limits.

The low qualified bidder for the project is Andale Construction, Inc. of Wichita, Kansas in the total bid amount of $677,695.50. Andale Construction, Inc. is the only licensed applicator for the HA5 product, which is manufactured by Holbrook Asphalt, in the United States. They have applied this product all over the United States, including for the City of Georgetown and several other municipalities across Texas. We have reviewed the current workload, references and construction history of Andale Construction, Inc. and their subcontractors. As a result of our findings, we recommend that a contract be awarded to Andale Construction, Inc. for the total bid in the amount of **$677,695.50**.

Please feel free to contact us should you have any questions.

Sincerely,

Alvin R. (Trae) Sutton III, P.E., CFM
Principal
TSutton@kpaengineers.com

xc: Mr. David Herzog, City of Georgetown
Mr. Moose Morales, City of Georgetown
Mrs. Nicole Abrego, City of Georgetown
Mr. Caleb Fiske, Andale Construction, Inc.
2025-157-30

BID TABULATION
CITY OF GEORGETOWN TEXAS
2025 Street Maintenance Project: High Performance Pavement Seal (HPPS) No. 2
June 2, 2026; 3:00 PM

				BIDDER INFORMATION	
				Andale Construction Inc. **3170 North Ohio Street** **Wichita, Kansas 67219**	
Item No.	*Bid Quantity*	*Unit*	*Bid Data Description*	*Unit Price*	*Extended Amount*
1	100%	LS	For Insurance, Bonds and Mobilization, not to exceed 5% of Total Bid, complete for	$ 25,000.00	$ 25,000.00
2	526	STA	Provide Labor, Equipment, Tools and Supervision to Complete Preparation of Right-of-way,	38.00	19,988.00
3	100%	LS	For Providing a Video DVD of the Project Area Prior to and After Construction, Complete For	1,255.00	1,255.00
4	100%	LS	Traffic Control Plan, Complete for	2,275.00	2,275.00
5	100%	LS	Traffic Control Implementation, Complete For	15,165.00	15,165.00
6	136,000	SY	Furnish & Install Frictional Asphaltic Surface Preservation Treatment (HA5), Complete For	3.75	510,000.00
7	1,000	LF	Removal of Existing Stop Bars, Complete For	7.45	7,450.00
8	1,000	LF	Furnish & Install White Stop Bar Thermo Plastic Striping, Complete For	12.45	12,450.00
9	475	LF	Removal of Existing Crosswalk, Complete For	14.85	7,053.75
10	475	LF	Furnish & Install White Crosswalk Thermo Plastic Striping, Complete For	24.85	11,803.75
11	300	LF	Removal of Existing Solid White Striping, Complete For	3.80	1,140.00
12	300	LF	Furnish & Install 4" Wide White Thermo Plastic Striping, Complete For	3.80	1,140.00
13	450	LF	Removal of Existing Double Yellow Striping, Complete For	4.50	2,025.00
14	450	LF	Furnish & Install Double Yellow Thermo Plastic Striping, Complete For	4.50	2,025.00
15	8	EA	Removal of Existing Directional Arrows & Text (Left Turn & Right Turn/Straight Arrow, Text),	180.00	1,440.00
16	2	EA	Furnish & Install White Left Turn Arrow Thermo Plastic Emblem, Complete For	202.50	405.00
17	2	EA	Furnish & Install White Straight/Right Turn Arrow Thermo Plastic Emblem, Complete For	165.00	330.00
18	4	EA	Furnish & Install White Directional Text Arrow Thermo Plastic Emblem, Complete For	165.00	660.00
19	100	EA	Furnish & Install Reflective Pavement Buttons, Double Blue Reflector, Complete For	18.75	1,875.00
20	60	DAY	For Providing and Maintaining Electronic Traffic Message Boards at Four (4) Locations in the	10.00	600.00
21	100%	LS	For Pruning Trees in Accordance's to the Specifications, Complete For	3,615.00	3,615.00
22	100%	LS	For Items Requested by Owner Not Shown on the Plans, Complete For	50,000.00	50,000.00
TOTAL BASE BID AMOUNT - (Items 1 - 22)					$ 677,695.50

Did Bidder Acknowledge Addendum No. 1	Yes
Did Bidder provide Section #00400?	Yes
Did Bidder provide Section #00410?	Yes

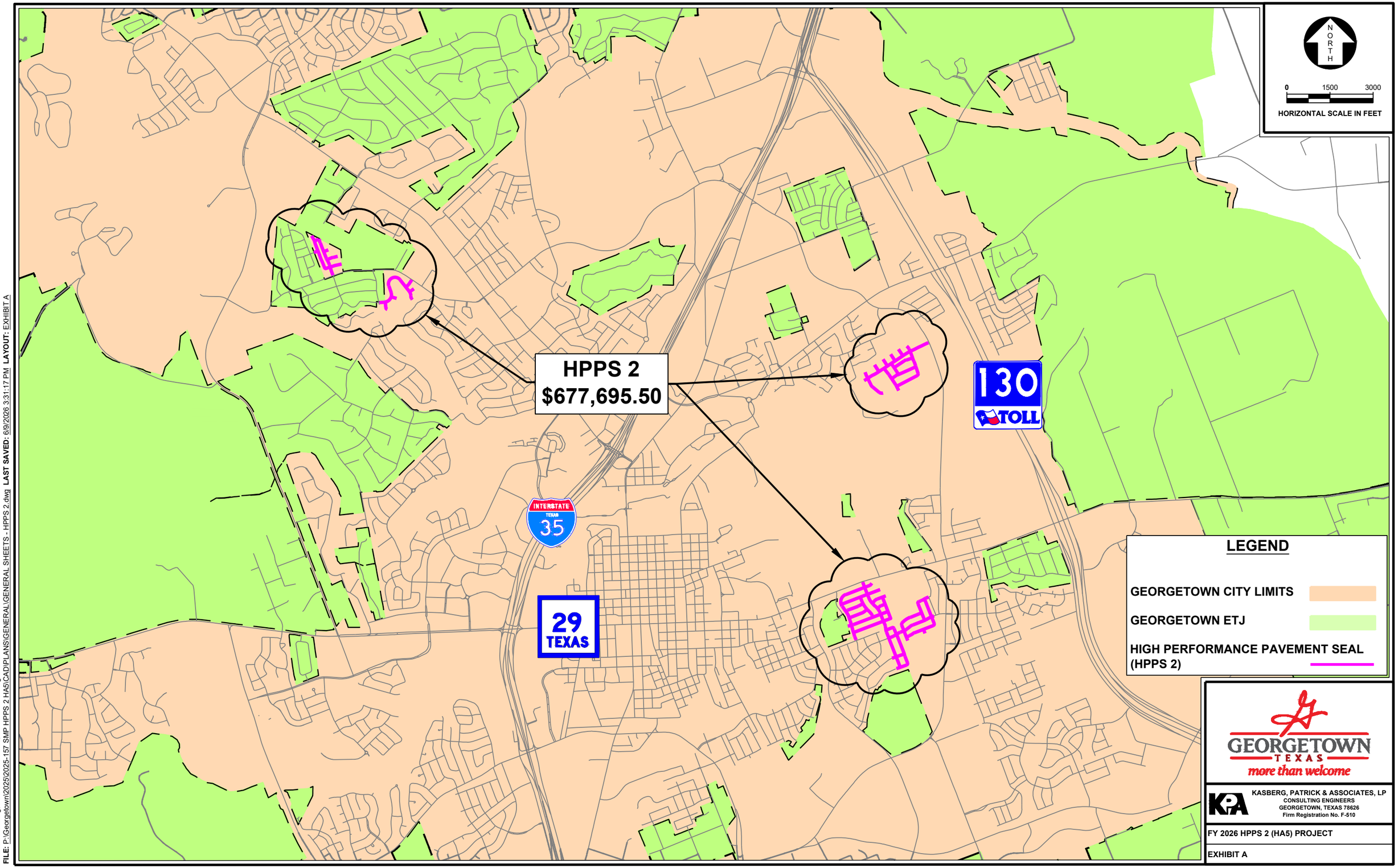
I hereby certify that this is a correct and true tabulation of all bids received

STATE OF TEXAS
ALVIN R. SUTTON, III
96530
LICENSED
PROFESSIONAL ENGINEER

June 8, 2026

Alvin R "Trae" Sutton, III, PE, CFM — Date

Kasberg, Patrick & Associates, LP



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City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
AT&T Connectivity Services for City services hosted at the UT Austin Data Center and Microsoft Azure Cloud

SUGGESTED ACTION:
Consideration and possible approval of a 3-year contract with AT&T for Connectivity to the University of Texas at Austin and an Express Route connection to our Azure Tenant for $18,206.13 per year for a total of $218,473.56 over 3 years -- Chris Bryce, IT Director, and James Davis, IT Manager-Operations

ITEM SUMMARY:
This item requests approval of a three-year contract with AT&T for network connectivity services supporting the City's information technology infrastructure at the University of Texas at Austin data center and the City's Microsoft Azure cloud environment.

These services will provide the connectivity needed to support the City's use of off-site data center resources and cloud services for critical technology systems. The contract includes dedicated and diverse connections intended to improve reliability, resiliency, and continuity for systems hosted in the data center and connected cloud environments.

This connectivity is an important part of the City's broader technology infrastructure strategy and will support secure, high-speed communication between City systems, the off-site data center environment, and Microsoft Azure services.

The proposed contract term is 36 months, with an annual cost of $72,824.52 and a total cost of $218,473.56. This service will be procured in accordance with DIR-TELE-CTSA-002.

FINANCIAL IMPACT:
This item was budgeted during the FY 2026 budget process. Expenses will be recorded in IT Operations under the spend category for telecommunications and connectivity services.

Annual Amount: $72,824.52
Total Amount: $218,473.56

SUBMITTED BY:
Greg Berglund, Information Technology

ATTACHMENTS:
City of Georgetown ASEoD Diversity Proposal.pdf

Name: City of Georgetown TX

Service: ASEoD

Contract: DIR-TELE-CTSA-002

Term 36 Months

Address	*Service*	*Bandwidth*	*Monthly Cost*
2501 Speedway (Primary)	ASEoD Diverse Pair	10G port 10G CIR	$589.57
	Diversity Uplift		$225.00
2501 Speedway (Secondary)	ASEoD Diverse Pair	10G port 10G CIR	$589.57
	Diversity Uplift		$225.00
3500 D B Wood Rd	ASEoD	10G port 10G CIR	$589.57
		Total	$2,218.71
Optional Service			
AT&T Dynamic Exchange (ADX)			
ADX-AZURE	Cross connect to Azure	10G	$3,850.00
	Total MRC 2 X ASEOD Ports + Cross connect to Azure		$6,068.71

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
LCRA Fiber Connectivity for UT Austin Data Center Redundancy

SUGGESTED ACTION:
Consideration and possible action to approve a five-year agreement with the Lower Colorado River Authority (LCRA) for 10 Gbps fiber connectivity to support the City's connection to the University of Texas at Austin Data Center, in the amount of $19,200.00 per year, plus a one-time equipment fee of $1,500.00, for a total contract amount of $97,500.00 -- Chris Bryce, Director, Information Technology and James Davis, IT Manager - Operations

ITEM SUMMARY:
The Information Technology Department is requesting approval of a new five-year agreement with the Lower Colorado River Authority (LCRA) to provide dedicated 10 Gbps fiber connectivity between the City of Georgetown and the University of Texas at Austin Data Center.

The City will utilize colocation services at the UT Austin Data Center to host critical information technology systems. This LCRA fiber circuit will provide a secondary connection to the UT Austin Data Center, improving network resiliency and providing redundant connectivity between City facilities and the colocation environment.

Under the agreement, LCRA will provide Lit Ethernet service on its network from the Gabriel Substation to the LCRA SOCC at a 10 Gbps bit rate using DWDM technology. The Site Segment Order establishes a commencement date of July 1, 2026, with an initial five-year term expiring June 30, 2031.

The monthly recurring fee is $1,600.00, or $19,200.00 annually, with a one-time equipment fee of $1,500.00 due at commencement. Total contract cost over the initial five-year term is $97,500.00.

FINANCIAL IMPACT:
This item was budgeted during the FY 2026 budget process. Expenses will be recorded in IT Operations under the spend category Software Maintenance Subscriptions and Support Services.

Annual Amount: $19,200.00
One-Time Equipment Fee: $1,500.00
Total Amount: $97,500.00

SUBMITTED BY:
Greg Berglund, Information Technology

ATTACHMENTS:
26-0267-SC_Lower_Colorado_River_Authority_Vendor_Signature-LCRA

MASTER FIBER SERVICES AGREEMENT
BETWEEN
LCRA AND CITY OF GEORGETOWN, TEXAS

This Master Fiber Services Agreement (this "***Agreement***") is entered into by the City of Georgetown, Texas, ("***Customer***") and the Lower Colorado River Authority ("***LCRA***"), a political subdivision of the State of Texas, effective as of May 1, 2026 (the "***Effective Date***"). LCRA and Customer may be referred to herein collectively as the "***Parties***" and individually as a "***Party***."

RECITALS

WHEREAS, LCRA owns and operates an electric generation and fiber-optic communications network wholly located in the State of Texas, which system includes fiber optic communication lines and facilities installed on transmission lines, real property, and rights of way owned by, leased to, or under easement to LCRA;

WHEREAS, LCRA is authorized under Section 8502.032 of the Texas Special District Local Laws Code to provide fiber capacity or facilities for the purpose of facilitating broadband service connectivity; and

WHEREAS, Customer desires the ability to transport data within LCRA's fiber-optic and transport network for broadband service connectivity purposes and LCRA desires to provide such service to Customer ("***LIT Service***"); and

WHEREAS, the Parties hereto are entering into this Agreement to establish the general terms and conditions pursuant to which LCRA will provide LIT Service to Customer; and

WHEREAS, in furtherance of this Agreement, Customer and LCRA shall enter into individual Site or Segment specific agreements in substantially the form hereto as **Exhibit A** (each, individually an "***SSO***" and collectively, "***SSOs***") which shall be subject to this Agreement and establish certain rights and obligations of Customer and LCRA with respect to the LIT Service to be provided at each of the Sites and Segments.

NOW, THEREFORE, in consideration of the mutual obligations and benefits of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to any terms defined herein, the following terms used in this Agreement shall have the following meanings:

1.1. "***Agreement***" – shall have the meaning set forth in the preamble of this Agreement.
1.2. "***Confidential ECEII***" - shall have the meaning set forth in Section 14.2 of this Agreement.
1.3. "***Confidential Information***" - shall have the meaning set forth in Section 14.1 of this Agreement.
1.4. "***Cure Period***" - shall have the meaning set forth in Section 15.2 of this Agreement.
1.5. "***Customer***" – shall have the meaning set forth in the preamble of this Agreement.

1.6. "***Customer Facilities***" - Customer's communications facilities erected, constructed, or installed by Customer (or by LCRA for Customer's benefit, as provided for herein) necessary to connect to LCRA's Facilities within a Site or Segment, including, without limitation, communications shelters, racks, utility supply lines, fiber-optic connecting cables, electronic equipment, and other facilities.

1.7. "***Default Notice***" - shall have the meaning set forth in Section 15.2 of this Agreement.

1.8. "***ECEII***" - shall have the meaning set forth in Section 14.2 of this Agreement.

1.9. ***"Effective Date"*** – shall have the meaning set forth in the preamble of this Agreement.

1.10. "***Excused Outage***" –shall have the meaning set forth in Section 8.1 of this Agreement

1.11. "***Facilities***" – Customer Facilities or LCRA Facilities, as appropriate.

1.12. "***Force Majeure***" - shall have the meaning set forth in Section 16.1 of this Agreement.

1.13. "***Hazardous Materials***" - shall have the meaning set forth in Section 17.12 of this Agreement.

1.14. "***LCRA***" - The Lower Colorado River Authority, a conservation and reclamation district created by the Legislature of the State of Texas, including, as applicable, LCRA Transmission Services Corporation ("***LCRA-TSC***"), a non-profit corporation and statutory instrumentality of the LCRA.

1.15. "***LCRA Facilities***" - fiber-optic cables, communications shelters, equipment, termination points, electronics and other facilities controlled or owned by LCRA or LCRA-TSC.

1.16. "***LCRA Premises***" - The lands and rights of way, transmission support structures and substations, and other property controlled and owned by or under lease or easement to LCRA.

1.17. "***LIT Service***" – transport of data within LCRA's fiber-optic and transport network using wavelengths or lit ethernet circuits provided over DWDM electronics.

1.18. "***Outage***" –shall have the meaning set forth in Section 8.1 of this Agreement.

1.19. "***Party***" or "***Parties***" – shall have the meaning set forth in the preamble of this Agreement.

1.20. "***Segment***" - A particular portion of the route of telecommunications equipment as shown on communications systems maps to be used to provide LIT Service and which is subject to this Agreement, as more particularly set out in the SSO. The re-naming of any Segment or Site shall not invalidate any part of this Agreement then in effect.

1.21. "***Service Level Policy***" - shall have the meaning set forth in Section 8.1 of this Agreement.

1.22. "***Site***" – The physical location where telecommunications equipment may be located, either on real property or within communication shelters and substations owned or operated by LCRA at the location.

1.23. "***SSO***" - shall have the meaning set forth in the recitals of this Agreement.

1.24. "***SSO Commencement Date***" – the commencement date for a SSO as set forth in the applicable SSO.

1.25. "***Term***" – The initial term along with any renewal terms indicating the length of time provided for any SSO.

1.26. "***Termination Point***" - The point at which the connecting telecommunications equipment from a Party's electronic equipment is connected into another Party's telecommunications equipment or patch panel.

1.27. "***Third Party Acts***" - shall have the meaning set forth in Section 8.4 of this Agreement

Other capitalized terms will have the meanings given to them as they appear in this Agreement.

2. LIT SERVICE

2.1. Site/Segment Description.

A. LCRA shall provide Customer LIT Service on LCRA's network on the Segment(s) described in an SSO.

B. Each SSO shall provide the terms and conditions for the LIT Service to be provided by LCRA to Customer for each particular Segment or Site. LIT Service for each Segment or Site shall commence

upon the SSO Commencement Date and be deemed to be effective as of the SSO Commencement Date regardless of when such SSO was executed.

C. The SSO Commencement Date, Facility descriptions, Facility locations at the Site, applicable Segment, Service Level Policy and other terms applicable to Customer's usage rights shall be specified in the SSO. Each executed SSO is deemed to incorporate the terms of this Agreement as a part thereof.

D. If the Parties hereto desire to modify this Agreement for individual Segments or Sites, then such modifications shall be clearly shown on the applicable SSO or in attached documentation signed by the authorized representatives of each Party hereto.

E. In case of any conflict between the terms of this Agreement and the terms of any duly executed SSO, the terms of such SSO shall control.

F. LCRA will furnish a hand-off to Customer at the Termination Points within the Sites specified in the SSO.

3. TERM.

3.1. Term of the Agreement and SSOs

A. The term of this Agreement shall begin on the Effective Date and remain in full force and effect for as long as any SSO executed in connection with this Agreement is in effect.

B. The term of the LIT Services to be provided for a specific Segment shall be set forth in an SSO. SSOs shall set forth the initial term of such LIT Services as well as any renewal terms.

4. FEES, INVOICING, AND TAXES

4.1. Recurring Fees.

A. LCRA shall provide LIT Services to Customer at the rates and charges established on each SSO. The SSO shall include: (i) Customer's recurring fee for LIT Service, (ii) Customer's recurring fee for rack unit space and generator services, if any, and (iii) any other recurring fee charged by LCRA to Customer associated with providing LIT Service.

4.2. Non-Recurring Fees.

A. Each SSO or invoice may also include non-recurring charges associated with providing Customer LIT Service, including, but not limited to, the following:

1. A one-time equipment fee when beginning LIT Service at a Segment or Site;

2. Reasonable out-of-pocket costs for materials, expenses, fully burdened employee costs, and administrative costs of any additional work that LCRA must perform to accommodate Customer's Facilities, Customer operations, or LIT Service;

3. If Customer's proposed use of LCRA's Facilities requires more space than LCRA owns or will violate or exceed in scope any easements, leases, or ingress and egress rights, LCRA shall request Customer to obtain additional property rights to accommodate Customer's Facilities at Customer's expense, or at Customer's request, LCRA can obtain such additional property rights on behalf of Customer at Customer's expense.

i. Before acquiring additional property rights on behalf of Customer, LCRA will give Customer an estimate of the expected cost of obtaining additional property rights including LCRA's expenses and costs.

ii. Such expenditures for additional property rights shall be subject to Customer's prior approval.

iii. The Parties shall agree in advance on what rights are required.
iv. Additional property rights, whether in fee simple, lease or easement, shall be approved, negotiated, obtained, and owned by LCRA.
v. Customer shall reimburse LCRA for any additional compensation to a landowner for additional rights to accommodate Customer's Facilities, and for LCRA's costs, expenses, and administrative costs in obtaining the additional rights.

4. If LCRA is required by Customer Facilities to relocate or replace any of LCRA Facilities used or required in accommodating Customer Facilities, then Customer shall bear the reasonable costs of the relocation, including, without limitation, fiber acquisition, splicing, and testing, including charges for overhead.

i. LCRA shall have the right to determine the timing, means, method and extent of any relocation of its Facilities hereunder; provided however, that Customer shall have the right to review the relocation plans thirty (30) days prior to any relocation affecting or accommodating Customer's LIT Service or Facilities and shall have the right to have a representative present at the time of the relocation.

B. To the extent it is possible in a non-emergency situation, LCRA shall obtain Customer's approval before proceeding with any work for Customer's benefit which may result in non-recurring fees. If the expected costs of materials, labor, or other work for Customer's benefit will be significant, LCRA may require an advance upfront payment from Customer before beginning such work.

4.3. Invoicing.

A. LCRA shall invoice Customer when the various recurring and non-recurring fees under this Agreement become due, and, unless otherwise provided for herein or in the SSO, such invoice(s) shall be paid within thirty (30) days of receipt by Customer. Invoices will be sent by LCRA through ordinary U.S. mail or electronic mail and, if physically mailed, shall be deemed received by Customer five (5) days after placement in the mail by LCRA.

B. Invoices shall be sent to Customer at the following addresses:

Customer:	
Attention:	Accounts Payable___
	_____
	_____
Phone:	512-930-2562_____
Email:	AP@GeorgetownTexas.Gov

C. Payments shall be made by check, certified funds, or wire transfer in accordance with the instructions set forth in the invoice. If a particular fee or charge is not paid by the date specified in this Agreement, the invoice, or the SSO, Customer shall pay late charges based on a 12% A.P.R. or the highest rate permitted by law, whichever is less, for each day past the due date until the fees and other charges are received by LCRA.

4.4. Taxes.

A. Unless a Party provides a valid exemption or resale certificate exempting payment of such taxes, each Party shall pay all Federal, State, local, and other taxes, including excise, use, franchise, ad valorem, and property taxes, charged to or assessed against such Party for that Party's Facilities or as a result of the rights acquired under this Agreement.

5. CUSTOMER FACILITIES AND RIGHT TO USE SITES.

5.1. To the degree required for LCRA to provide Customer LIT Service, LCRA grants Customer the non-exclusive right to install, operate, maintain and remove Customer Facilities at certain Termination Points within a Site or Sites or within the communications shelter located within a Site, as more particularly described in the applicable SSO. Such right shall be effective for duration of the applicable SSO Term.

5.2. Subject to the Site Access and Security provisions below, the Customer and its engineers or qualified employees shall have the right to survey and inspect the surface of the LCRA Premises on which Customer proposes to install, operate, maintain and remove Facilities, in order to understand the factors that may affect installation.

5.3. **Approval & Inspection of Facilities**. All Customer Facilities to be installed, modified, added or relocated at the LCRA Premises, including electric power hookups, surge protection, and other safety devices for equipment and personnel, shall conform to industry standards and LCRA's standards for construction and operation, and shall be subject to LCRA's prior approval (which shall not be unreasonably withheld) and periodic inspection. LCRA reserves the right to intervene in any work or operations involving the installation or repair of the Customer's Facilities if unsafe practices or activities that may jeopardize LCRA's interests are observed. LCRA reserves the right, without liability but with reasonable notice and opportunity to cure, to shut down and remove any installations that do not substantially conform to the planning, licensing, and approval processes of this Agreement.

5.4. After the initial installation of Customer's Facilities, Customer shall have the right to repair or replace such Customer Facilities; provided, however the Parties shall coordinate the work in advance.

5.5. The Parties agree that Customer shall have the right to install additional Customer Facilities at a Site, if space is available, upon written notice to LCRA and subject to LCRA approval, technical staff coordination, any applicable regulatory approvals, expanded or additional recurring fees and/or non-recurring fees, and other applicable provisions of this Agreement. Any additional Customer Facilities added to a Site shall be reflected on an amendment to the SSO, whether or not such Facilities will require additional recurring fees.

5.6. LCRA shall provide to Customer space for distribution equipment inside a communications shelter at the price set out in the SSO.

5.7. Customer shall be solely responsible for the costs and expense of installation, construction, maintenance, and removal of its own Facilities, including any necessary permits or licenses. Such Customer Facilities located at the LCRA Premises, whether installed overhead, above ground, or underground, shall remain the personal property of Customer, and shall not be considered a fixture to the real estate. All structural modifications to LCRA's communications shelters, support structures, and main cable supports shall become LCRA's property.

5.8. Customer shall be liable for the cost of restoration, repair, or replacement of any LCRA Facilities to the extent such Facilities are damaged or destroyed as a result of a negligent or willful act of Customer, its employees, contractors, or subcontractors.

5.9. For purposes of this Agreement, the responsibility of servicing electronics shall begin and end at the stated Termination Points of the Facilities.

5.10. Upon expiration or termination of this Agreement, Customer shall at its expense and within a reasonable time remove its Facilities and restore the LCRA Premises to their original condition, except for reasonable wear and tear. Unless LCRA otherwise agrees in writing, failure to remove Customer Facilities or equipment within thirty (30) days from the termination of the applicable SSO or this

Agreement will constitute abandonment of such Facilities or equipment. At Customer's risk and expense, LCRA will be entitled to pursue all available legal remedies with respect to abandoned Customer Facilities, including, without limitation, the right to remove such Facilities and equipment and charge Customer for the associated costs of such removal.

5.11. Customer shall have the right to contract or subcontract installation work, testing, operations, maintenance and removal of Customer Facilities. Before starting work on any LCRA Premises, Customer contractors and subcontractors shall be required to show proof of the required liability insurance. Customer's selection of contractors and subcontractors must be approved by LCRA before work begins on LCRA Premises; approval shall not be unreasonably withheld, conditioned, or delayed. Customer shall require all contractors and subcontractors to coordinate and cooperate with the LCRA's staff for access and scheduling of installation and maintenance

5.12. Customer shall ensure that its crews, contractors, and subcontractors keep LCRA's Premises and surrounding areas clean and properly dispose of debris and any regulated waste materials resulting from their work in accordance with all laws and regulations. If debris is allowed to accumulate or is disposed of improperly, LCRA shall have the right to remove it and charge Customer for the costs. Customer shall pay any liabilities, fines or administrative penalties levied against it or LCRA on account of improper use, removal, transportation, or disposal of wastes by Customer or its contractors.

6. SITE ACCESS AND SECURITY

6.1. Termination Point Access and Site Security.

A. Subject to the security and access provisions herein, each Party shall have nonexclusive ingress and egress rights to its own Facilities at the Termination Points at all times for construction, installation, operation, inspection, maintenance, repair, and removal of such Party's Facilities. A Party's ingress and egress through the other Party's easements over private property shall be subject to the easement conditions for the specific locations and within the rights of way used by the Party holding the easement, as these rights of way may change from time to time. The Parties agree that Customer's access to a communications shelter shall be through separate gates and separate doors. If separate gates and doors for Customer Facilities cannot be provided, LCRA shall provide access through its gates and doors and shall provide escorts upon Customer's reasonable request.

B. Customer shall be responsible for road damage caused by it or its contractors, subcontractors, or suppliers, whether on private or public roads to access the Site, reasonable wear and tear excepted. Customer shall promptly settle claims for such damage with private owners or governmental agencies responsible for county or municipal roads.

C. Neither Party shall provide security for the other Party's Facilities and neither Party shall be liable for burglary, vandalism, losses or damage, unless due to the disclaiming Party's gross negligence or willful misconduct. The Parties agree that Customer may take advantage of fencing and existing protections, if any, at LCRA Premises; provided, however, that LCRA shall not be liable for losses or damage to Customer Facilities resulting from a failure of transmission towers or poles, substation equipment, communications shelters, electric power, or other equipment locates at a Site, unless such losses or damage is directly caused by LCRA's gross negligence or willful misconduct.

7. UTILITY SERVICE

7.1. Customer shall be responsible for arranging and paying for all utility hookups and services from the local retail providers through separate meters, unless otherwise supplied as specified herein. LCRA shall cooperate with utility providers in providing access for hookups.

7.2. LCRA shall supply to Customer, at additional cost to Customer, power backup and generator backup at the Site.

8. NETWORK AVAILABILITY AND OUTAGES; MAINTENANCE.

8.1. Outages and Excused Outages.

A. LCRA will make every reasonable effort to provide continuous LIT Service, excluding Excused Outages (as defined below), based on the service levels set forth in the SSO (such service levels, together, shall be hereinafter referred to as the "**Service Level Policy**")

B. For purposes of this Agreement, the term "**Outage**" shall mean a total interruption in LIT Service or degradation of LIT Service below any of the services levels set forth in the Service Level Policy, except for any interruption or degradation that is attributable to an Excused Outage.

C. An "**Excused Outage**" shall mean any interruption, unavailability, delay, or other degradation of LIT Service related to, associated with, or caused by (1) routine or non-routine maintenance events, provided that timely notice is provided under Section 8.2 below, (2) Customer actions or inactions, (3) failure of Customer provided power or equipment or other Customer Facilities, (4) any third party, but excluding any such third party that is engaged by LCRA, (5) Third Party Acts (as defined below), (6) any outage of a circuit provided by a carrier other than LCRA, or (7) a Force Majeure event as described in Section 16 below.

D. The duration of any Outage affecting the Service Level Policy service levels will commence upon the time when Customer reports an Outage to LCRA and will end when the Outage is repaired and the service meets the requirements set forth herein, and is otherwise operative and functioning.

8.2. Necessary Outages; Maintenance.

A. Customer and LCRA acknowledge that occasional Outages may be necessary for LIT equipment, fiber-optic cable or Termination Point maintenance and repairs, during which users of the affected Segment or Site may be required to power down or shut down equipment to facilitate such work. Customer and LCRA agree to cooperate with each other and with other Segment or Site users to schedule and expedite these Outages. Neither Party, nor their customers or affiliates, shall be liable to any other Party for business interruption, loss of revenue or profit, or other consequences of any Outage.

B. LCRA and Customer shall be solely responsible for LIT Service management, maintenance and repair on their respective networks. Maintenance will typically be performed between the hours of 11:59 p.m. and 6 a.m. local time. LCRA and Customer shall plan and provide each other with reasonable and timely notification of maintenance that would be reasonably likely to impact LIT Services in accordance with the following:

Type	Minimum Notification Prior to Event
Scheduled Maintenance	Fourteen (14) calendar days
Planned Maintenance impacting Customer	Fourteen (14) calendar days
Emergency Maintenance	As soon as possible, but not more than twenty-four (24) hours after the event causing the emergency

8.3. Electrical Clearances for Cable Maintenance. Because certain LCRA Facilities are installed on or near energized electric transmission lines, LCRA's maintenance and repair of Facilities may be delayed by the need for electrical clearances, by which electric transmission lines, substation bus work, and related equipment must be de-energized. Reliability of electric service and worker safety shall be paramount; clearance times shall be coordinated to accommodate these needs and may be scheduled during electric system off-peak times. LCRA shall use its best efforts to expedite the clearances for maintenance and repairs. However, because of varying electrical demand, it may not be possible to complete the work within a single clearance or within a single, continuous work session. Neither Party shall be liable to the other Party or its affiliates or customers for any loss of use, revenue, or lost profit in connection with the scheduling of clearances to facilitate such maintenance or repair.

8.4. Third Party Acts. Customer understands that the LIT Services provided hereunder may be interrupted by circumstances beyond LCRA's control involving third parties, including without limitation computer, telecommunications, network, internet service provider or hosting facility failures or delays involving hardware, software, networks, or power systems not within LCRA's possession or direct control, and network intrusions or denial of service attacks (collectively "***Third Party Acts***"). LCRA shall not be responsible or otherwise liable for any Third Party Acts, including without limitation any delays, failures, or security breaches and damages resulting from or due to any Third Party Acts, provided that LCRA has exercised due care

9. INTERFERENCE

9.1. Duty of Noninterference. Customer shall install, operate, and maintain its Facilities in a manner which will not physically or electronically interfere with or cause signal degradation to LCRA's Facilities, LCRA's fiber-optic communications network or other communications network, LCRA's operations, or the use of LCRA's fiber-optic communications by other customers. Customer's duty to avoid interference in accordance with the terms of this Agreement shall remain absolute throughout the Term, irrespective of favorable pre-installation analyses or varying operating conditions, provided the technical information supplied to such Party is accurate and complete.

9.2. Remedies for Interference. If a Customer's Facilities or operations interfere with the LCRA's Facilities, LCRA's communications networks, or LCRA's operations, or the use of LCRA's fiber-optic communications by other customers, then upon written notice, Customer shall at its own expense correct the interference within seventy-two (72) hours from notice, even if the interfering Facilities are operating in compliance with FCC regulations.

9.3. Technical Disagreements. If various LCRA customers disagree on the existence, source or extent of interference, LCRA may engage an independent engineering firm to perform impartial analyses to determine the cause of the interference. LCRA shall be entitled to charge a non-recurring fee for the cost of such analyses by the customer or customers found to be causing the interference (including, if applicable, the Customer).

9.4. Priorities for Resolving Interference.

A. If analyses indicate interference among the operations of multiple users of a particular Site or Segment or users of multiple Sites or Segments, the requirements for eliminating interference shall be according to the following priorities:

- LCRA's networks, systems, and operations, including communications and electric utility installations, shall have top priority;

- A Party's Facilities and operations shall have priority over subsequent customers within that Site or Segment, which shall mean other customers whose use of that Site or Segment became effective at later date than Customer's usage;
- A Party's Facilities and operations shall yield to prior customers within that Site or Segment, which shall mean other customers whose use of that Site or Segment became effective earlier than a Party's usage, including their successors or assigns;
- If, at a time later than the initial installation, Customer (or another customer or LCRA) should modify its communication facilities or operations within a particular Site or Segment, and should these modifications or changes introduce interference (including interference affecting more than one Site or Segment), then Customer (or another customer or LCRA) shall be treated as a subsequent customer with respect to these modifications or changes, and shall yield to the other Site or Segment users. However, the original Customer Facilities and operations (or original facilities and operations of another Customer or LCRA) shall not lose their original priority, in the event the user reverses the changes and returns to the original mode of operation.
- These same interference priorities shall apply to all customers within each Site or Segment.

9.5. Disclaimer. LCRA shall use its best efforts to promptly enforce these priorities with respect to other customers, but shall not be liable to Customer or its customers for damages or compensation for losses or extra expense due to Outages, delay, inefficiency or time consumed in resolving technical disputes among customers.

9.6. Electrically-Induced Noise. Customer shall be responsible for designing and shielding Customer Facilities to function properly in the presence of electric and magnetic fields and other electrically-induced noise and interference normally present in the proximity of electric utility installations. LCRA shall not be liable for nor shall LCRA be required to eliminate any noise or interference with Customer Facilities resulting from the operations of electric utility installations or auxiliary equipment such as relay and control systems or telemetry systems. For purposes of the interference provisions herein, this paragraph shall constitute LCRA's prior disclosure of the presence of electric utility installations on or near the LCRA Premises where Customer Facilities may be installed. Where it is available LCRA will provide a location for Customer to attach or bond to ground rings established around the perimeter of the substation

10. UNDERLYING EASEMENTS OR LEASES; OWNER CONSENT.

10.1. Customer's right to use a Site or Segment that LCRA occupies under easements or leases from third-party landowners or which LCRA owns or leases jointly with other entities are contingent on easement or lease rights to accommodate Customer's proposed usage and installations. Each Party shall use its best efforts to operate within such rights. If any dispute with an underlying landowner arises which prevents a Party from exercising its rights or performing its obligations under this Agreement or an SSO, such Party shall have the right to terminate this Agreement or the applicable SSO as its sole remedy.

10.2. Notwithstanding anything to the contrary in this Agreement, if any part of a Site or Segment is subject to an underlying easement or lease, the applicable SSO shall automatically terminate upon the termination of an underlying easement or lease for that Site or Segment. Notwithstanding the foregoing, the SSO shall not terminate if the applicable underlying lease continues beyond expiration on a month-to-month or holdover basis to the extent such underlying lease expressly permits such a month-to-month or holdover tenancy.

11. LCRA'S RESERVATIONS & RIGHT OF RECLAMATION.

11.1. Reservations. LCRA reserves the right to allow other parties other than Customer to use the cable capacity, bandwidth, rack space, and ground space within the same Site or Segment and within the same fiber-optic cable, contingent on technical feasibility, available capacity, and business needs, and subject to the provisions of this Agreement.

11.2. Right of Reclamation. Notwithstanding any other provision of this Agreement to the contrary, LCRA shall have the right to reclaim capacity within a Segment and Site space in LCRA-owned communications shelters at the end of the initial term and at the end of any renewal term if needed for LCRA internal use and without any liability to Customer. In such an event, LCRA shall provide Customer six months' notice and shall try to assist Customer in finding other Sites and/or Segments and in relocating Customer Facilities to other termination points, if available and acceptable to Customer, in which case the recurring fees for the replacement Site and/or Segment shall remain the same as for the reclaimed Site and/or Segment. Customer Facilities shall not be subject to reclamation to accommodate other users at a Site or within a Segment but may be subject to reclamation to accommodate additions or modifications required by LCRA electric customers or electric utility companies, including LCRA-TSC, which may jointly own certain transmission structures or substations. If LCRA exercises any rights of reclamation under this section, Customer may, by written notice to LCRA, terminate this Agreement or the affected SSO as of the end of the applicable initial term or renewal term in which reclamation occurs.

12. INSURANCE

12.1. Customer's Coverage.

A. Throughout the Term, Customer shall maintain sufficient liability insurance to protect both Parties from damages, claims, penalties, fees, suits, and/or judgments caused or claimed to have been caused by the sole or proportionate negligence of Customer, its agents, employees, contractors or subcontractors of any tier or their agents or employees. Coverages shall be in the amounts shown below. With LCRA's written consent, which shall not be unreasonably withheld, Customer may be allowed to self-insure, provided that Customer has met statutory and regulatory requirements for self-insurance and can show sufficient financial assets and a satisfactory accident history for itself and its contractors. If Customer is allowed to self-insure, Customer's contractors and subcontractors shall nevertheless be required to carry the specified insurance while they perform work at any of the LCRA Premises.

B. Customer shall furnish to LCRA an insurance certificate evidencing the required coverages before any workers, equipment, or materials arrive on the LCRA Premises and otherwise upon request.

C. Customer shall maintain insurance in the following types and amounts. These amounts shall not be construed as limitations on Customer's liability under the indemnity provisions of this Agreement.

   i. Workers' Compensation: Coverage A - statutory; Coverage B - $1,000,000 employer's liability.

   ii. General Liability (occurrence form) including personal and bodily injury liability, broad form property damage, operations liability and contractual liability in a minimum amount of $1,000,000 per occurrence and $2,000,000 aggregate. General Liability coverage shall not exclude sudden and accidental pollution.

iii. Auto Liability for any vehicle entering and/or driving on LCRA owned or LCRA controlled property including coverage for owned, non-owned, and hired vehicles in a minimum amount of $1,000,000 combined single limit for bodily injury and property damage.

iv. Property insurance covering Customer's property and equipment installed or located on LCRA owned or LCRA controlled property. Perils insured should be broader or equivalent to ISO special causes of loss form CP1030, and the valuation of covered property should be replacement cost.

v. Cyber Insurance: Customer shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than $5,000,000. Such insurance shall be maintained in force at all times during the term of this Agreement and for a period of two years thereafter for services completed during the term of this Agreement.

D. Policies shall be issued by insurance companies rated A- IX or better, by Best's Insurance Guide and Key Ratings (or, if Best's Insurance Guide and Key Ratings is no longer published, an equivalent rating by another nationally recognized insurance rating agency of similar standing) or other insurance companies of recognized responsibility satisfactory to LCRA, until all obligations of Customer pursuant to this Agreement have been fully discharged, unless otherwise stated herein.

E. The insurance coverage requirements set forth herein shall not be construed as establishing or limiting Customer's liability under this Agreement or any SSO issued hereunder.

F. LCRA shall be listed as an Additional Insured on all policies that Customer obtains or relies upon to meet the requirements of this Agreement other than Workers' Compensation.

G. LCRA shall be granted a Waiver of Subrogation on all liability policies that Customer obtains or relies upon to meet the requirements of this Agreement.

H. Customer will not cancel, fail to renew, or materially change any policy without thirty (30) days' prior written notice to LCRA, except when cancellation is for non-payment of premium.

I. The General Liability and Auto Liability policies will be endorsed to specify that they are primary to and not excess to or on a contributing basis with any insurance or self-insurance maintained by LCRA.

J. Customer shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. The deductible portion of each type of coverage shall not exceed ten percent (10%) of the coverage limit.

K. The General Liability and Auto Liability policies shall provide cross-liability coverage as would be afforded by the standard ISO separation of insureds provision, with no insured versus insured exclusions or limitations.

12.2. LCRA's Coverage. LCRA shall be insured to protect from damages, claims, penalties, fees, suits, and/or judgments caused or claimed to have been caused by the sole or proportionate negligence of LCRA, its agents, employees, contractors or subcontractors of any tier or their agents or employees and will maintain liability coverage for such liabilities. Evidence of this coverage shall be furnished to Customer upon request. LCRA shall not insure Customer Facilities or operations against damage or loss from fire, windstorm, cyberattacks, theft, vandalism, or other perils. If Customer desires property damage insurance for Customer Facilities or operations, Customer shall be fully responsible for obtaining and paying for it.

12.3. INSURANCE FOR CONTRACTORS & SUBCONTRACTORS. All contractors and subcontractors who work on the LCRA Premises shall maintain the same levels and types of insurance required of Customer. Customer may either insure contractors and subcontractors under its own policies or require them to carry separate policies. Customer shall defend, indemnify and hold harmless LCRA against any loss or

damages resulting from the failure of such contractors or subcontractors to be so insured. Upon LCRA's written consent, lower-level subcontractors may be allowed to carry lesser levels of general liability insurance; such consent shall not be unreasonably withheld or delayed.

13. REPRESENTATIONS

13.1. Customer's Representations.

Customer represents and warrants to LCRA that:

A. Customer has all the necessary power and authority to execute, deliver, and perform its obligations under this Agreement;
B. the execution, delivery and performance by Customer of this Agreement does not conflict with any law, regulation, order, contract, or instrument to which Customer is subject or by which Customer is bound;
C. Customer represents that Customer Facilities including the equipment, software, communication signals and information content that Customer will use in connection with this Agreement do not and will not infringe on any patent, trademark, or copyright. Customer agrees to defend claims and indemnify LCRA against losses, damages, or other expenses in connection with Customer's violation of this provision;
D. All technical and regulatory information provided for the construction or installation of any Customer Facilities shall be accurate and complete; and
E. Customer understands the location and nature of the LCRA Premises and is satisfied as to the condition of the LCRA Premises for the uses it contemplates. Customer accepts the LCRA Premises in their present condition, "as is" and "where is". LCRA makes no representation as to the presence or absence of latent defects on the LCRA Premises.

13.2. LCRA's Representations.

LCRA represents and warrants to Customer that:

A. LCRA has all the necessary power and authority to execute, deliver and perform its obligations under this Agreement;
B. The execution, delivery and performance by LCRA of this Agreement does not conflict with any law, regulation, order, contract or instrument to which LCRA is subject or by which LCRA is bound;
C. LCRA represents that the infrastructure and Facilities that LCRA will provide under this Agreement do not and will not infringe on any patent, trademark or copyright; and
D. LCRA shall make available relevant technical information pertaining to the Site or Segment and related LCRA Facilities to assist Customer with planning and engineering, and such information shall, to the extent of LCRA's actual knowledge, be accurate and complete.

14. CRITICAL INFRASTRUCTURE RESTRICTIONS.

14.1. The following additional terms have the assigned definitions:

14.1.1. "Critical Infrastructure" means, for the purpose of this section only, any communications infrastructure system, cybersecurity system, electric grid and associated software and hardware, hazardous waste treatment system, or water treatment facility.

14.1.2. "Designated Country" means China, Iran, North Korea, Russia, or another country designated by the Governor of the State of Texas pursuant to Texas Acts 2021, 87th Leg., R.S., S.B. 2116.

14.1.3. "Restricted Entity" means an entity:

14.1.3.1. Owned by, or the majority of stock or other ownership interest is held or controlled by:

14.1.3.2. Individuals who are citizens of a Designated Country;

14.1.3.3. A company or other entity, including a governmental entity, that is owned or controlled by citizens of, or that is directly controlled by the government of, a Designated Country; or

14.1.3.4. Headquartered in a Designated Country.

14.2. Pursuant to Texas Acts 2021, 87th Leg., R.S., S.B. 2116, LCRA is prohibited from entering into certain contracts that provide any Restricted Entity with remote or physical access to LCRA Critical Infrastructure. If any remote or physical access to LCRA Critical Infrastructure is within the scope of this Agreement, Customer represents and warrants that it is not a Restricted Entity.

15. CONFIDENTIALITY

15.1. Confidential Information. The Parties agree that they and their employees have kept and will keep confidential any and all documents or information obtained for the other Party that is identified as confidential information ("***Confidential Information***"). Confidential Information shall include, but is not limited to, the pricing and competitive business provisions of this Agreement, as well as technical data, summaries, reports or information acquired or developed during the negotiations and performance of the Agreement. The Parties agree that they have not and will not (a) use the Confidential Information for any purpose other than to perform their respective obligations under this Agreement or (b) reveal the Confidential Information to any persons not employed by the other Party except (i) at the written direction of such Party; (ii) in compliance with law including the Texas Public Information Act, in which event the Party required to disclose information shall promptly notify the other Party, if possible, prior to making any disclosure and shall seek lawful protection for the confidentiality of such information; (iii) as part of its normal reporting or review procedure to its parent company, auditors, regulators and attorneys; (iv) where such information is part of the public domain; (v) where such information was previously disclosed by the other Party without any confidentiality restrictions; or (vi) to potential investors, insurers or financing entities or their agents, representatives or consultants, provided that such persons agree to be bound by the provisions of this Section 14. This confidentiality provision shall be effective during the Term and for two years after termination of the Agreement; provided, however, that the receiving Party's obligations of confidentiality with respect to trade secrets disclosed by the disclosing Party shall last indefinitely.

15.2. ERCOT Critical Energy Infrastructure Information.

A. The term "***ECEII***" means ERCOT Critical Energy Infrastructure Information, as that term is defined in the ERCOT Notal Protocols, as they may be amended from time to time. LCRA will designate any document or record containing ECEII as "***Confidential ECEII***" by marking it as such on the face of the document; if any ECEII is provided orally or in another form not readily susceptible to marking, LCRA will designate such information as "Confidential ECEII" by separate written notice to Customer within 24 hours after disclosure to Customer. Any information or documentation identified or designated by LCRA as Confidential ECEII is Confidential Information for the purpose of this Agreement. In addition, and notwithstanding anything else in this Agreement to the contrary, any information or document designated as Confidential ECEII is subject to the following additional protections and requirements:

i. Customer must ensure that Confidential ECEII is securely maintained under the protections provided to Customer's own most sensitive information;
ii. Customer may only disclose Confidential ECEII to its directors, officers, employees, representatives, or agents that have a legitimate need to know the information in order to further the purpose of this Agreement or the goods or services to be provided under the related agreement;
iii. Customer may not disclose Confidential ECEII to any third-party;
iv. Customer may not use any Confidential ECEII for any illegal purpose;
v. Customer must make each director, officer, employee, representative, and agent to which Confidential ECEII is disclosed aware of the requirements of this Agreement as they relate to Confidential ECEII; and

B. The protections afforded to Confidential ECEII survive termination of this Agreement and will continue to apply to any Confidential ECEII for as long as such information is in the possession, custody, or control of Customer or any person to whom Customer has disclosed such Confidential ECEII.

16. REMEDIES ON DEFAULT

16.1. Default Defined. A default is the failure of a Party to meet its material obligations under this Agreement, including the accumulation of payments in arrears, even if late charges are being paid. Default shall include a material misrepresentation of facts or performance data or omission of pertinent data required or construction plans, or installation of equipment without adhering to the planning and approval processes of this Agreement. Delay or impossibility of performance on account of Force Majeure conditions, as defined below, shall not constitute default.

16.2. Notice Requirement; Cure Period. If a Party should be in default of any performance or payment obligation of this Agreement, and, if the other Party has fully performed all of its obligations, the non-defaulting Party shall deliver written notice to the defaulting Party describing the default (a "**Default Notice**"). If the default has not been corrected or cured within thirty (30) days after receipt of the Default Notice (or such time as necessary to correct or cure the default provided the defaulting Party is pursuing such correction or cure with good faith and due diligence) (the "**Cure Period**"), the non-defaulting Party may pursue its available legal remedies as provided below.

16.3. LCRA's Remedies. Upon default by Customer and if such default has not been cured or corrected within the Cure Period, LCRA may, without prejudice to its other rights and remedies at law or in equity, terminate this Agreement or the applicable SSO or suspend Customer's LIT Services during the duration of such default. Upon termination of this Agreement, all SSOs subject to it shall also terminate.

16.4. Customer's Remedies. Upon default by LCRA and if such default has not been cured or corrected within the Cure Period, Customer may terminate this Agreement or the applicable SSO. Upon termination of this Agreement, all SSOs subject to it shall also terminate. **IF CUSTOMER SHOULD TERMINATE THE AGREEMENT OR AN SSO BECAUSE OF LCRA'S FAILURE TO CURE A DEFAULT WITHIN THE CURE PERIOD, CUSTOMER'S SOLE REMEDY AGAINST LCRA SHALL BE AN EQUITABLE REFUND OF PRORATED RECURRING FEES AND OTHER CHARGES CUSTOMER HAS PAID IN ADVANCE TO LCRA**.

16.5. Enforcement Costs. If a Party is obliged to file suit to enforce the terms and conditions of this Agreement and then recover a judgment, the prevailing Party shall be entitled to recover from the other Party reasonable and necessary costs, expenses, and attorneys' fees.

17. FORCE MAJEURE

17.1. Neither Party shall be liable for delays, nonperformance, Outages, damage, or losses due to causes beyond its reasonable control, including but not limited to severe weather, fires, lightning, floods, sabotage, cyberattacks, government or regulatory action including delay in obtaining government authorizations (so long as such party uses good faith efforts to timely secure the same), embargoes, or delays beyond the control of vendors or contractors. ("***Force Majeure***").

17.2. A Party whose performance is hindered or delayed by a Force Majeure event shall promptly provide written notice to the other Party of such Force Majeure event, when it began, and explanation for how its performance has been delayed or become hindered. The Party whose performance is hindered or delayed by such Force Majeure event shall use its best efforts to reduce the length of the delay and to mitigate the effects of it. If the delay caused by the Force Majeure event extends or can be expected to extend beyond thirty (30) days after the notice of Force Majeure event was sent, the other Party shall have the right to terminate any affected SSO or this Agreement upon thirty (30) days written notice to the Party who performance is hindered or delayed by the Force Majeure event, provided that services prior to termination shall be paid in full. LCRA agrees that if reasonably feasible at a specific Site, Customer may operate out of a portable facility during recovery from a Force Majeure event, and LCRA shall use its best efforts to provide space for the portable facility during recovery.

18. MISCELLANEOUS PROVISIONS

18.1. Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws, regulations, ordinances, and orders and shall cooperate with each other in verifying compliance.

18.2. Government Authorizations. Each Party shall obtain and pay its own costs for any licenses, permits, approvals, and/or other relief it requires to receive or provide LIT Service, respectively, or which are otherwise required for the installation or operation of such Party's Facilities. The Parties will reasonably cooperate in applying for any government authorizations which require consent of the other Party.

18.3. Survival. The provisions of Section 14 and the provisions of any Section which by its sense and context were intended to survive termination or expiration of this Agreement or any SSO will survive the termination or expiration of this Agreement or any applicable SSO.

18.4. Worker Conduct & Public Relations. Customer's employees and contractors shall not encroach on private property, litter, use alcohol, drugs or weapons, exceed speed limits, drive recklessly, or otherwise disturb the peace while on the LCRA Premises. Violation of this provision shall be a material breach of this Agreement, and LCRA may bar from the LCRA Premises any Customer employee or contractor who violates this provision.

18.5. Publicity and Advertising. Customer shall not publish or use any advertising, sales promotions, or other publicity materials that use LCRA's logo, trademarks, or service marks without the prior written approval of LCRA. LCRA shall have the right to review and approve any publicity material, press releases, or other public statements by Customer that refer to LCRA or that describe any aspect of this Agreement. Customer agrees not to issue any such publicity materials, press releases, or public statements without the prior written approval of LCRA, except as is required to comply with federal or state securities laws. Nothing in this Agreement establishes a lease, license, or right for Customer to use any of LCRA's brands, marks, or logos without prior written approval of LCRA.

18.6. Customer's Assignment Rights. Customer shall provide LCRA prior written notice of any assignment or transfer of its interests under this Agreement to a parent company, subsidiary or affiliate, successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, provided that the

assignee or transferee shall assume all of Customer's obligations under this Agreement and provided further that such assignee or transferee is in compliance with Section 14 (Critical Infrastructure Restrictions). Any assignment or transfer that would result in a violation or breach of Section 14 of this Agreement is prohibited and will be considered null and void.

18.7. Approval for Assignment and Sublicensing. Except as provided above, Customer shall not assign, sublet, or delegate all or any part of its rights or obligations under this Agreement or any SSO to any person or entity without the prior written approval of LCRA. Any such approved assignment or transfer shall be fully subject to all provisions of this Agreement and any applicable SSO. LCRA shall retain the same rights and remedies under this Agreement against the assignee or transferee that they have against Customer.

18.8. LCRA's Assignment Rights. LCRA shall have the right to assign or transfer its interests under this Agreement provided that the assignee or transferee shall assume all of LCRA's obligations under this Agreement. In such an assignment or transfer, Customer shall retain the same rights and remedies under this Agreement against the assignee or transferee that Customer has against LCRA.

18.9. Binding on Successors & Assigns. Subject to the above conditions, this Agreement shall be binding upon and inure to the benefit of the Parties and their successors, assigns, and transferees.

18.10. **LIMITATION OF LIABILITY & INDEMNIFICATION. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES OR FOR ANY LOSS OF USE, REVENUE, OR PROFIT SUFFERED BY THE OTHER PARTY OR ITS SUCCESSORS OR ASSIGNS, CUSTOMERS, OR AFFILIATES IN CONNECTION WITH ANY BREACH OF OBLIGATION OR DEFAULT UNDER THIS AGREEMENT OR ANY OUTAGE AFFECTING SERVICE OF A PARTY, EXCEPT WITH RESPECT TO THE FOLLOWING**:

A. Any indemnity obligation under this Agreement including any such damages that may result from or be awarded in connection with a third party claim; or
B. Violations of any of the confidentiality provisions of this Agreement.

18.11. Liens & Encumbrances. Customer shall ensure that no mechanics' or materialmen's liens or any other encumbrances are imposed on LCRA Facilities, Sites, Segments, or LCRA Premises as a result of failure to pay for work performed or materials delivered. If a worker, supplier, contractor, or subcontractor should file such a lien or encumbrance, Customer shall promptly take the necessary steps at its own expense to remove and discharge it.

18.12. Environmental Conditions. Customer shall not install or use lead-acid batteries (other than valve regulated lead acid (VRLA) batteries) or underground storage tanks on the LCRA Premises nor introduce any pollutants, hazardous substances, or hazardous wastes on the LCRA Premises ("***Hazardous Materials***"). Customer shall indemnify, defend and hold harmless LCRA against any fines, penalties, and other costs that arise out of the introduction or use of any Hazardous Materials by Customer, its contractors, subcontractors, or suppliers, including spills, leaks, or contaminations resulting from the mishandling of fuels, lubricants, or other substances, and shall be liable for the cost of any environmental cleanup required. This provision shall survive the Term of this Agreement.

18.13. No Third-Party Beneficiaries; No Real Property Rights. The terms and conditions of this Agreement are intended for the sole benefit of LCRA and Customer. Nothing in this Agreement, express or implied, is intended to confer any benefits, rights, or remedies upon any third party. Nothing in this Agreement or in its performance shall create or vest in a Party or its successors or assigns any title, ownership, easement, or any other real property rights in the Facilities of the other Party, and shall not create or vest in Customer or its successors or assigns any title, ownership, easement or any other real property rights in the LCRA Premises.

18.14. No Partnerships. Each Party represents the relationship of the Parties is not that of partners, joint ventures, or a principal-agency relationship.

18.15. No Common-Carrier Offering. With respect to services contemplated by this Agreement, LCRA does not make, or hold itself out as making, a common-carrier offering of communication or telecommunication services.

18.16. LCRA Ethics Policy. The LCRA Ethics Policy prohibits LCRA directors and employees from accepting any gift, favor, or service that might influence him or her in the discharge of official duties or give the appearance of doing so, or engaging in any other activity that could create conflicts of interest. Compliance with this policy shall be a substantive obligation of this Agreement, and Customer shall ensure that its personnel and contractors are aware of and comply with the policy.

18.17. Entire Agreement & Modifications. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes previous negotiations, understandings, discussions, correspondence and representations concerning the subject matter herein. Nothing in this Agreement or any SSO shall be modified or changed except by a writing executed by all Parties. No oral representation of any negotiator, engineer, officer, employee, or agent of any Party shall vary the written terms of this Agreement or any SSO. No other obligations not specifically set out herein shall be implied.

18.18. Waiver. No waiver of any terms or conditions hereof shall be valid unless given in writing, and signed by the Party giving such waiver. A waiver of any term or condition hereof shall not be construed as a future or continuing waiver of the same or any other term or condition hereof.

18.19. Severability. Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

18.20. Notices. Official notices pertaining to this Agreement shall be in writing and shall be deemed duly given if hand delivered, mailed by registered or certified mail return receipt requested, emailed (with a physical copy mailed by registered or certified mail return receipt requested in order to be considered duly given) or sent by overnight courier, addressed to the following:

Customer:	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
LCRA:	Attention: Director of Telecommunications Business Development Lower Colorado River Authority

P.O. Box 220
Austin, Texas 78767-0220
Phone: (512) 473-3200
Email: Erik.Andersen@lcra.org

with a copy to:

Attention: LCRA Legal Department
Lower Colorado River Authority
3700 Lake Austin Boulevard
Austin, TX 78703
E-mail: Raul.Garcia@lcra.org

Either party may change its address for notices by providing proper notice to the other party reflecting such change of address. Additional addresses may be provided in applicable SSOs.

18.21. Choice Of Law, Jurisdiction & Venue. This Agreement and any applicable SSOs shall be governed by and construed in accordance with the laws of the State of Texas, excluding its conflicts of law rules. Jurisdiction and venue for any litigation between the Parties hereto shall be exclusively in the state or federal courts located in Austin, Texas.

18.22. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original, but all such counterparts taken together shall constitute but one agreement. If any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid a binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

18.23. Headings; Attachments; Construction of Terms. Headings used in this Agreement are for convenience and shall not control the meaning or interpretation of this Agreement. Documentation provided by either Party for construction purposes, including drawings, data, and attachments to SSOs, if any, are integral to this Agreement and incorporated for all purposes into it. The terms and conditions of this Agreement have been negotiated between the Parties and have been reviewed by each Party's legal counsel. The Parties intend that the general terms and conditions of this Agreement not be construed against a Party on the grounds that the forms or documents originated with one Party.

[***signature page follows***]

The Parties have caused this Agreement to be executed as of the Effective Date, which may be in duplicate counterparts, each of which will be deemed to be an original instrument.

City of Georgetown, Texas	**Lower Colorado River Authority (LCRA)**
By: _____	By: Erik Andersen Erik Andersen (Jun 22, 2026 12:19:46 CDT)
Printed Name: _____	Printed Name: Erik Andersen
Title: _____	Title: Vice President, Telecom
Date: _____	Date: Jun 22, 2026

EXHIBIT A

LIT SERVICE
SITE SEGMENT ORDER NO. DE010.251
BETWEEN
LOWER COLORADO RIVER AUTHORITY
AND
CITY OF GEORGETOWN, TEXAS
Description of LIT Service and Pricing

Commencement Date for this SSO: July 1, 2026____(the "SSO Commencement Date").

Customer: City of Georgetown, Texas

This Site Segment Order ("***SSO***") is made and entered into effective as of the SSO Commencement Date written above, between the Customer named above and the Lower Colorado River Authority ("***LCRA***"). Under this SSO, LCRA shall provide City of Georgetown, Texas ("***Customer***") LIT Service on LCRA's network on the Segment(s) described below and the terms and conditions herein. This SSO is issued under that certain Master Fiber Services Agreement (the "***Agreement***") by and between Customer and LCRA with an Effective Date of May 1, 2026.

Unless otherwise defined herein, all capitalized terms used but not defined herein have the meanings ascribed to them in the Agreement. The terms of the Agreement (as may be amended, modified, and supplemented from time to time) are hereby incorporated herein by reference and made a part of this SSO. LCRA and Customer agree that except as specifically set forth herein, the terms and conditions of the Agreement shall govern the relationship of the parties hereto with respect to the Site and Segments covered in this SSO. In the event of a conflict or inconsistency between the terms of the Agreement and this SSO, the terms of this SSO shall govern and control. This SSO terminates and replaces all other existing SSOs between the parties for this Site and Segment, effective as of the SSO Commencement Date.

Segment:

LCRA shall provide LIT Service to Customer on the following Segment(s) and on the conditions specified in the table below:

Termination Point 1	Termination Point 2	Bit Rate	Type of Connection (i.e. DWDM, Dark Fiber*, Microwave, etc.)	Delivery Method
Gabriel Substation	LCRA SOCC	10G	DWDM	

* The service level figures set forth in the Service Level Policy below shall not apply to dark fiber connections.

Attachment A attached hereto shall include any additional project details related to the LIT Services to be provided under this SSO.

Term:

Initial Term: LCRA shall provide Customer LIT Service on the Segments identified herein for a term beginning on the SSO Commencement Date and, unless renewed or earlier terminated, expiring on the date that is five (5) years thereafter (the "***Initial Term***").

Initial Term Expiration Date: __June 30, 2031___.

Renewal Terms: The term of this SSO shall automatically renew for three (3) separate, consecutive terms of five (5) years each (each, a "***Renewal Term***"), unless either Party notifies the other Party in writing that it does not intend to renew the SSO at least six (6) months prior to the expiration of the Initial Term or the then current Renewal Term.

Fees: Beginning on the SSO Commencement Date, Customer shall pay to LCRA the recurring and non-recurring fees specified below for the LIT Services.

Recurring Fees -

Monthly Fee Subtotal for LIT Services:	$ __1,600____
Monthly Fee Subtotal for Rack Unit Space:	$ _____
Monthly Fee Subtotal for Generator Services:	$ _____
Total Monthly Fee for LIT Service:	$ ___1,600__

Non-Recurring Fees (one-time, non-recurring charges) -

Equipment Fee: $__1,500__, due on the SSO Commencement Date.

Service Level Policy: LCRA will make every reasonable effort to provide continuous LIT Service, excluding Excused Outages, based on the service levels set forth below:

- LIT Service data availability: 99.99%*.
  - *Such LIT Service data availability percentage to be calculated on an annual basis for each individual SSO starting from the applicable SSO Commencement Date through each one (1) year anniversary thereafter for the term of such SSO (and on a prorated basis, as applicable).

- End-to-end latency: less than 50 milliseconds**.
    - **This latency metric shall not apply for LIT Services provided over Multiprotocol Label Switching (MPLS) networks.

Packet Loss: less than 0.1%.

Unless specifically indicated, the Service Level Policy service levels apply only to services operated on LCRA infrastructure directly and does not apply to services or circuits acquired, either directly or indirectly, through another provider.

Customer's Address for Notices and Billing:

List billing address and contacts:

Billing Information (as it should appear on the invoice):

Bill to Name: City of Georgetown

Bill to Address: PO Box 409, Georgetown, TX 78627

Email address to send invoices to: AP@GeorgetownTexas.Gov

Billing Contact: Accounts Payable

Name: Brandy Fite

Phone: 512-930-2562

Email: AP@GeorgetownTexas.Gov

Tax ID: 74-6000974

List contact names and phone numbers for Site emergencies:

James Davis – 512-930-3656
David Hernandez – 512-931-7694
Erin McDonald – 512-930-3655
Minh Luu – 512-930-6531

[***signature page follows***]

The Parties have caused this SSO to be executed as of the SSO Commencement Date, which may be in duplicate counterparts, each of which will be deemed to be an original instrument.

City of Georgetown, Texas: _____

By (Print Name): _____

Signature: _____

Title: _____

LOWER COLORADO RIVER AUTHORITY:

By (Print Name): Erik Andersen

Signature: Erik Andersen
Erik Andersen (Jun 22, 2026 12:19:46 CDT)

Title: Vice President, Telecom

Attachment A

Project Details

Additional Details regarding the Scope of Work:
Customer will deliver fiber to LCRA within the Gabriel Control House located at 200 Stadium Dr., Georgetown, TX 78626. LCRA will terminate the fiber and connect it to its DWDM network at this location.

Customer's network traffic will be transported over LCRA's network to LCRA's SOCC located at 3505 Montopolis Dr., Austin, TX 78744. At the SOCC, Customer's traffic will be cross-connected to the University of Texas equipment located within the facility.

LCRA to Provide the Following Facilities:

Customer to Provide the Following Facilities:

Special Conditions of LIT Service:

List any special conditions for the LIT Service to be provided on the Segments identified above:

26-0267-SC Lower Colorado River Authority Vendor Signature-LCRA Legal Stamped

Final Audit Report 2026-06-22

Created:	2026-06-22
By:	Ashley Fiero (Ashley.Fiero@LCRA.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHZpwopdpYe32nbPcFeFcWXHQnFJW6b3s

"26-0267-SC Lower Colorado River Authority Vendor Signature-LCRA Legal Stamped" History

Document created by Ashley Fiero (Ashley.Fiero@LCRA.ORG)
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Document emailed to Erik Andersen (erik.andersen@lcra.org) for signature
2026-06-22 - 3:25:47 PM GMT

Email viewed by Erik Andersen (erik.andersen@lcra.org)
2026-06-22 - 5:18:54 PM GMT

Document e-signed by Erik Andersen (erik.andersen@lcra.org)
Signature Date: 2026-06-22 - 5:19:46 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-06-22 - 5:19:46 PM GMT

Adobe Acrobat Sign

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:

IT Hardware Procurement: Network Switches

SUGGESTED ACTION:
Consideration and possible action to approve the purchase of replacement network switches from Southern Computer Warehouse for a total of $127,780.92 -- Chris Bryce, IT Director, and James Davis, IT Operations Manager

ITEM SUMMARY:

This item is to request approval to purchase eighteen (18) Aruba network switches, including three years of support, for a total of $127,780.92. These switches will replace the current Cisco switches utilized in multiple City facilities.

Network hardware is replaced as it reaches End of Life (EoL) and End of Support (EoS) by the manufacturer. This proactive replacement removes aging hardware from the environment. This reduces the likelihood of hardware failures and ensures the equipment remains under a support contract that covers replacement or repairs if the switch fails. This also enables the City to leverage new advances in technology, enhancing the performance and reliability of our systems.

The attached quote and referenced purchasing cooperative contract have been reviewed and approved by the City's Purchasing and Legal teams. This purchase is in accordance with terms from the TIPS cooperative contract 230105.

FINANCIAL IMPACT:
All items were budgeted during the FY 2026 budget process. Expenses will be recorded in CC0651 (IT Infrastructure) in the spend category Computer Hardware.

SUBMITTED BY:
Neelam Noorani, Information Technology

ATTACHMENTS:
Quote 1913362.pdf

Southern Computer Warehouse
1395 S. Marietta Parkway
Building 300
Marietta, Georgia 30067
United States
http://www.scw.com
(P) 877-GOTOSCW
(F) 770.579.8937

Quote (Open)

Date
Jun 01, 2026 09:29 AM EDT

Modified Date
Jun 01, 2026 09:30 AM EDT

Quote #
1913362 - rev 1 of 1

Description
HPE Aruba 6300M

SalesRep
Reardon, Josh
(P) 770-579-8927 ext. 291

Customer Contact
McDonald, Erin
erin.mcdonald@georgetowntexas.gov

Customer
City of Georgetown TX (CO7774)
McDonald, Erin
PO BOX 409
Georgetown, TX 78627-0409
United States
(P) 512-930-3655

Bill To
City of Georgetown TX
ACCOUNTS, PAYALBE
PO BOX 409
Georgetown, TX 78627
United States
(P) 512-930-3655
ap@georgetown.org

Ship To
City of Georgetown TX
REF, PO
300-1 Industrial Dr.
IT Rosie De La Rosa
Georgetown, TX 78626
United States
(P) 512-930-3678

Customer PO:	**Terms:** Undefined	**Ship Via:** GROUND
Special Instructions:		**Carrier Account #:**

#	Image	Description	Part #	List Price	% off List	Qty	Unit Price	Total
1		Hewlett Packard Enterprise - HPE Aruba 6300M Switch - L3 - managed - 48 x 100/1000/2.5G/5G (PoE+) + 4 x 1 Gigabit / 10 Gigabit / 25 Gigabit / 50 Gigabit SFP56 (uplink / stacking) - front and side to back - rack-mountable - PoE+ (2880 W)	JL659A	$20,497.00	70.95%	18 (Avail. 319)	$5,954.60	$107,182.80
		Note: _ Price is subject to change until shipped. ** Promotional price expires 7-16-2026 or while supplies last **						
		Contract TIPS - 230105 - Tech Products, Software, Services - Technology Solutions Products, Software & Ser						
2	No image available	Hewlett Packard Enterprise - HPE Aruba X372	JL086A#ABA	$1,022.00	70.80%	36 (Avail. 2123)	$298.42	$10,743.12
		Contract TIPS - 230105 - Tech Products, Software, Services - Technology Solutions Products, Software & Ser						
3		Hewlett Packard Enterprise - HPE Aruba Central Foundation Subscription license (3 years) - 1 switch (48 ports) - hosted - ESD - for HPE Aruba 3810M 16SFP+, 3810M 24G, 3810M 24SFP+, 3810M 40G, 3810M 48G, 6300F, 6300M	Q9Y79AAE	$1,485.00	63.13%	18 (Avail. 10001)	$547.50	$9,855.00
		Contract TIPS - 230105 - Tech Products, Software, Services - Technology Solutions Products, Software & Ser						

Hewlett Packard Enterprise - Cisco Trade-in rebates, Subject to HPE terms, Confirmation EAR56555941

Rebate amount $18,000.00

Subtotal:	**$127,780.92**
Tax (.0000%):	$0.00
Shipping:	$0.00
Total:	**$127,780.92**
(List Price:	*$432,468.00)*

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last.

Due to the current supply chain issues, pricing and availability may change prior to shipment. We will always communicate any updates as they occur.

All returns must be authorized and clearly marked with a valid RMA number.
RMA's are subject to restock fees when applicable.

These prices may not include applicable taxes, insurance, shipping, delivery, setup

fees, or any cables or cabling services or material unless specifically listed above. Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced. All prices are subject to change without notice. Supply subject to availability.

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
Monday.com Software Renewal

SUGGESTED ACTION:
Consideration and possible action to approve a three-year renewal with monday.com LTD for work tracking and project management software in the amount of $571,536.00, and to authorize the City Manager to negotiate and execute all necessary documents -- Chris Bryce, IT Director, and Greg Berglund, Assistant IT Director

ITEM SUMMARY:
This request is for approval of a three-year renewal with monday.com LTD for the City's work tracking and project management software. The current agreement began on June 19, 2023, and expires on June 18, 2026. The renewal would continue services from June 19, 2026, through June 18, 2029.

Monday.com is used by the City to support project tracking, work management, performance management, cross-department coordination, and reporting on key City initiatives. The platform provides work tracking and project management capabilities across the organization and supports workflows that allow project information, assignments, updates, and status reporting to move between leadership, departments, and work teams.

The renewal includes 400 Enterprise seats for monday.com work management. The total three-year renewal amount is $571,536.00, billed annually in three payments of $190,512.00. The renewal order form states that the City's previously negotiated addendum to the monday.com Terms of Service, dated June 19, 2023 and amended on January 16, 2024, will apply to this renewal.

FINANCIAL IMPACT:
This item was budgeted during the FY 2026 budget process. Expenses will be recorded in IT Management under the spend category for Software Maintenance Subscriptions and Support Services.

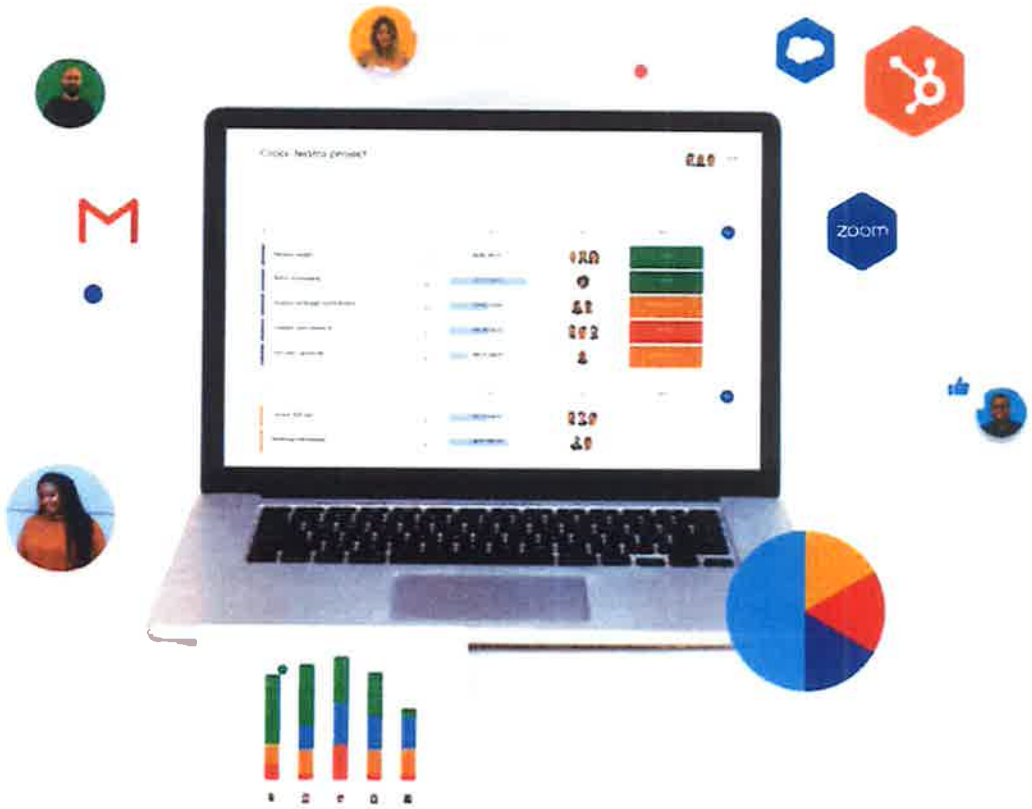
Annual Amount: $190,512.00
Total Amount: $571,536.00

SUBMITTED BY:
Greg Berglund, Information Technology

ATTACHMENTS:
V_Monday 23-0154-LA Fully Executed - Vendor Copy (002).pdf
V2_City of Georgetown_monday ENT 400_3-Year Renewal Quote#Q-248741.pdf

monday.com

Sales Order for City of Georgetown



Thanks again for the opportunity to present this proposal. Below, please find our proposed solution and its expected business impact. We have also included our recommended implementation, training and pricing plans. I look forward to hearing from you. Please let me know if you have any questions.
Sincerely,
Tomas Pereira

About monday.com

monday.com is a Work OS, where teams plan, run and track their processes, projects, and everyday work seamlessly.
Teams can shape any workflow, code-free, within minutes, automate manual work and push projects forward, while connecting distributed teams and strengthening remote collaboration.
The platform's features include: customizable workflow templates, time tracking, automations, data dashboards, and integrations with popular tools. Thousands of companies around the world connect their teams on monday.com

Trusted by 152K+ customers, across 200+ industries, from 200+ countries

monday.com

monday.com

monday.com Ltd
6 Yitzhak Sadeh St., Tel-Aviv, Israel
6777506, Israel
Tel.: 077-3180262
Fax: 077-3180262
Company Number: 514744887

To: Greg Berglund
Company Legal Name: City of Georgetown
Tax ID: not applicable / exempt
Billing Address:
808 Martin Luther King Jr St,
Georgetown, Texas,78626,
United States
Sales Rep: Tomas Pereira
MO-171365

Sold-To Name: City of Georgetown
Sold-To Address:
808 Martin Luther King Jr St,
Georgetown, Texas, 78626,
United States

Order Date: Jun 19, 2023
Valid Date: Jun 30, 2023

Pricing Summary

Description	List Price	Seats	Hours	Duration	Plan Period	Start Date	End Date	Discount %	Net Price
monday.com Work OS - Enterprise Plan	$42.00	300	-	36	Yearly	Jun 19, 2023	Jun 18, 2026	10%	$408,240.00
Customer Success Manager Plan: Gold 10 Strategic Touchpoints 15 Consulting Hours (Per Year)	$0.00	-	-	36		-	-	0%	0
Advanced Onboarding Hours	$0.00	-	20	-	-	Jun 19, 2023	-	0%	0
								Total List Price	$453,600.00
								Discount	10%
								Total Net Price	**$408,240.00**

Additional Services, which includes Professional Services, Consulting Services, Onboarding, and Implementation Services, as applicable, may be performed by monday.com or by a third party on its behalf, as determined by monday.com in its sole discretion, and accordingly, such third party shall be considered a sub processor of monday.com for the purpose of performing such Additionals Services to Customer
Onboarding Expiration Date is Sep 17, 2023
Advanced Onboarding hours - 20 hours
Up to 20 hours
Up to 14 sessions
Up to 5 workflows

Payment no.	Payment amount	Payment due date.
1	$136,080.00	Net 30.00 From invoice date
2	$136,080.00	Net 390.00 From invoice date
3	$136,080.00	Net 750.00 From invoice date

monday.com

Activation Period: Jun 19, 2023 - Jun 18, 2026

Payment Terms: Net 30

Customer can add seats within the contract period at $37.80 per user in increments of 10

If this Sales Order is not returned signed by Customer by Jun 30, 2023, this offer expires.

This SO does not reflect any applicable taxes that may arise as a result of this SO. If monday.com is registered to collect and remit such applicable taxes (e.g. sales tax, VAT, etc.) monday.com will set forth such taxes in the applicable invoice related to this SO. Customer hereby acknowledges and agrees that the shipping and billing information set forth in this SO may be relied upon by monday.com for purposes of calculating such taxes.

Purchase Order Form – monday.com services
This Sales Order form (the "Order") for monday.com services as described above (the "Services") is issued under and shall be governed by monday.com's Terms of Service available at: https://monday.com/terms/tos (the "Terms") and any addendum thereto entered into by the parties in writing ("Addendum"); however, if a SaaS agreement was signed by monday.com Ltd. and the customer identified above (the "Customer") in respect of the Services (the "Agreement") then the engagement hereunder shall be governed by the Agreement. This Order, Terms, Addendum and Agreement (as the case may be) and any exhibits or appendices referred therein, constitute the entire agreement by and between monday.com and Customer in respect of the provision of the Services. Any other arrangements, either oral or in writing, in respect of the Services shall have no force or effect.

Addendums:
Governing Law and Jurisdiction (Section 21.1 of ToS): Notwithstanding Section 21 of the Terms, the Governing Law shall be of the State of New York and the jurisdiction shall be the courts of New York, NY.
Price: During the first annual renewal term(s) following the initial term set forth in this Sales Order, the annual per user (seat) price of the Service, provided that such is renewed on the same subscription tier and for at least the same number of users (seats) set forth in this Sales Order, will not increase by more than five percent (5%) over and above the then prior year's annual per user (seat) price.

Name: Josh Schroeder
Title: Mayor
Date: June 13, 2023
Signature: X

- If you are exempt from paying sales tax please attach a tax exemption certificate in order for us to process the correct invoice
- If you require a purchase order number to be quoted on the invoice, please attach a copy of the Purchase Order.
- Please confirm the finance contact, preferably an accounts payable e-mail address, where invoices should be sent

monday.com Terms of Service

Thanks for joining monday.com!

These Terms of Service along with any other terms and policies referenced herein, and are incorporated herein by reference and form an integral part hereof, as amended from time to time (these "**Terms**") constitute a legally binding agreement as of the Effective Date (as defined below), governing your access to, and the use of www.monday.com and any related website owned or operated by monday.com (the "**Sites**"), and the use of, and registration with, monday.com Service (defined below) through the Sites, a mobile application or through any other means. These Terms are between monday.com Ltd. (6 Yitzhak Sadeh St., Tel-Aviv 6777506, Israel) ("**monday.com**", "**us**", "**we**" or "**our**") and you, either individually, or on behalf of your employer or any other entity which you represent ("**you**" or "**your**"). monday.com may use its affiliates, including monday.com Inc. (246 5th Avenue, Suite 305 New York, NY 10001, USA) and third party service providers to process and/or collect payment from you. In case you represent your employer or another entity, you hereby represent that (i) you have full legal authority to bind your employer or such entity (as applicable) to these Terms; and (ii) after reading and understanding these Terms, you agree to these Terms on behalf of your employer or the respective entity (as applicable), and these Terms shall bind your employer or such entity (as the case may be). PLEASE NOTE THAT YOU ARE DEEMED AS AN AUTHORIZED REPRESENTATIVE OF YOUR EMPLOYER OR AN ENTITY (AS APPLICABLE): (I) IF YOU ARE USING YOUR EMPLOYER OR AN ENTITY'S EMAIL ADDRESS IN REGISTERING INTO THE SERVICE; AND (II) IF YOU ARE AN ADMIN (AS DEFINED BELOW).

AS ELABORATED IN SECTION 2 BELOW, THERE ARE VARIOUS TYPES OF USERS FOR THE SERVICE, THUS, EXCEPT WHERE INDICATED OTHERWISE "YOU" SHALL REFER TO CUSTOMER AND ALL TYPES OF USERS. YOU ACKNOWLEDGE THAT THESE TERMS ARE BINDING, AND YOU AFFIRM AND SIGNIFY YOUR CONSENT TO THESE TERMS, BY EITHER: (I) CLICKING ON A BUTTON OR CHECKING A CHECKBOX FOR THE ACCEPTANCE OF THESE TERMS; OR (II) REGISTERING TO, USING OR ACCESSING THE SERVICE, SITES OR MONDAY.COM MOBILE APPLICATION, WHICHEVER IS EARLIER (THE "**EFFECTIVE DATE**").

IF YOU DO NOT AGREE TO COMPLY WITH, AND BE BOUND BY, THESE TERMS OR DO NOT HAVE AUTHORITY TO BIND YOUR EMPLOYER OR ANY OTHER ENTITY (AS APPLICABLE), PLEASE DO NOT ACCEPT THESE TERMS OR ACCESS OR USE THE SERVICE OR THE SITES OR MONDAY.COM MOBILE APPLICATION.

1. Our Service.

1.1. Our Service. The monday.com platform is a cloud-based visual work management tool that transforms the way teams work together, with the aim to build a culture of transparency, ownership and accountability, inclusive of any and all functionalities, application programming interface and tools offered as part of monday.com platform, offered online and via a mobile application (the "**Service**"). Specific Terms may apply to You or to some of the Service, such specific terms are incorporated herein by reference and form an integral part hereof.

1.2. Modification or Discontinuation of the Service. We may add, modify or discontinue any feature, functionality or any other tool, within the Service and/or Sites, at our own discretion and without further notice, however, if we make any material adverse change in the core functionality of the Service, then we will notify you by posting an announcement on the Sites and/or via the Service or by sending you an email.

1.3. No Contingency on Future Releases and Improvements. You hereby acknowledge that your purchase of the Service and/or Third Party Services (as defined below) hereunder are not contingent on the delivery by us of any future release of any functionality or feature, including without limitation, the continuance of: (i) a certain Service beyond its current Subscription Term; or (ii) Third Party Services, or dependent on any public comments we make, orally or in writing, regarding any future functionality or feature.

1.4. Ability to Accept Terms. If you, access and use the Sites and/or the Service, you represent and warrant that you are at least 16 years old. The Sites and/or Service are only intended for individuals aged sixteen (16) years or older. We reserve the right to request proof of age at any stage so that we can verify compliance with this paragraph.

1.5. Technical Support and Committed Uptime. To the extent you purchased an enterprise tier subscription, you will be entitled to premium technical support and an uptime commitment, by monday.com, in accordance with the Service Level Agreement available at https://monday.com/terms/sla/, as may be updated by monday.com from time to time.

1.6. Additional Services. Customer may choose to purchase additional services to be provided by monday.com, subject to the monday.com Additional Services Terms.

2. Account Registration and Administration.

2.1. Account Registration. To register to the Service for the first time, you shall create an account with the Service. By creating an account ("**Account**") and registering to the Service you become, either individually or on behalf of your employer or any entity, on behalf of whom you created the Account, a monday.com customer (the "**Customer**"). The first user of the Account is automatically assigned as the Account administrator (the "**Admin**").

2.2. Your Registration Information. When creating an Account or when you are added into an Account and creating your user profile (the "**User Profile**"), you: (i) agree to provide us with accurate, complete, and current registration information about yourself; (ii) acknowledge that it is your responsibility to ensure that your password remains confidential and secure; (iii) agree that you are fully responsible for all activities that occur under your User Profile and password, including any integration or any other use of third party products or services (and associated disclosure of data) in connection with the Service; and (iv) undertake to promptly notify us in writing if you become aware of any unauthorized access or use of your Account or User Profile and/or any breach of these Terms. We may assume that any communications we receive under your User Profile have been made by you. Customer will be solely responsible and liable for any losses, damages, liability and expenses incurred by us or a third party, due to any unauthorized usage of the Account by either you or any other User or third party on your behalf.

2.3. User Verification. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your Account and/or User Profile. In the event that you or the Admin lose access to an Account or otherwise request information about an Account, we reserve the right to request from you or such Admin (as the case may be) any verification we deem necessary before restoring access to or providing information about such Account.

2.4. Account Admins. The Admin(s) of an Account are, severally and jointly, deemed as the authorized representatives of the Customer, and any decision or action made by any Admin, is deemed as a decision or action of Customer. An Admin may assign or add other members of the Account as Admins, which possess important privileges and controls over the use of the Service and the Account, including, without limitation: (i) control your (and other Users) use of the Account; (ii) purchase, upgrade or downgrade the Service; (ii) create, monitor or modify Users' actions and permissions; (iii) manage the access to, control, remove, share posts or otherwise change, all or part of the Customer Data (as defined

below); and (iv) integrate or disable integration with Third Party Services. You also acknowledge that your Account can become managed by a representative of the entity that owns or controls the email address domain with which your Account was created or registered. Admin rights are further elaborated in our Help Center.

2.5. Other Users. There are several types of Account users, such as guests, viewers and team members, all of whom are defined within the Service and referred to herein as "**Authorized Users**", and collectively with the Admin, the "**Users**". The features and functionalities available to the Users are determined by the respective subscription plan governing such Account, and the privileges of each such Authorized User are assigned and determined by the Account Admin(s). For more information on the rights, permissions and definition of each of the various types of Authorized Users, visit this Article in our Help Center.

2.6. Responsibility for Authorized Users. Customer is solely liable and responsible for understanding the settings, privileges and controls for the Service and for controlling whom Customer permits to become a User and what are the settings and privileges for such User, including without limitation, the right for a User to invite other Users (either paid or unpaid), the right to incur charges on the Account, the right to access, modify or share boards, etc. Customer is responsible for the activities of all of its Users, including Order Forms they may place and how Users use the Customer Data, even if those Users are not from Customer's organization or domain. Further, Customer acknowledges that any action taken by a User of Customer's Account, is deemed by us as an authorized action by Customer, hence Customer shall have no claim in this regard.

3. Your Customer Data.

3.1. Customer Data. Customer Data is any data, file attachments, text, images, reports, personal information, or any other content, that is uploaded or submitted, transmitted or otherwise made available, to or through the Service by you or any User and is processed by us on Customer's behalf (the "Customer Data"). For the avoidance of doubt, Anonymous Information (as defined below) is not regarded as Customer Data. Customer retains all right, title, interest and control, in and to the Customer Data, in the form submitted to the Service. Subject to these Terms, Customer grants us a worldwide, royalty-free, limited license to access, use, process, copy, distribute, perform, export, and display the Customer Data, and solely to the extent that reformatting Customer Data for display in the Service constitutes a modification or derivative work, the foregoing license also includes the right to make modifications and derivative works. The afore-mentioned license is hereby granted solely: (i) to maintain and provide you the Service; (ii) to prevent or address technical or security issues and resolve support requests; (iii) to investigate when we have a good faith belief, or have received a complaint alleging, that such Customer Data is in violation of these Terms; (iv) to comply with a valid legal subpoena, request, or other lawful process; and (v) as expressly permitted in writing by you.

3.2. Responsibility for Customer Data Compliance. You represent and warrant that: (i) you have or have obtained all rights, licenses, consents, permissions, power and/or authority, necessary to grant the rights granted herein, for any Customer Data that you submit, post or display on or through the Service; (ii) the Customer Data is in compliance with, and subject to, our Acceptable Use Policy; and (iii) the Customer Data you submit, your use of such Customer Data, and our use of such Customer Data, as set forth in these Terms, do not and shall not (a) infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy, data protection or publicity rights of any third party; (b) violate any applicable local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer and exportation (the "**Laws**"); (c) violate any of your or third party's policies and terms governing the Customer Data. Other than our security and data protection obligations expressly set forth in Section 6, we assume no responsibility or liability for Customer Data, and you shall be solely responsible for Customer Data and the consequences of using, disclosing, storing, or transmitting it. It is hereby clarified that monday.com shall not monitor and/or moderate the Customer Data and there shall be no claim against monday.com of not acting so.

3.3. No Sensitive Data. You shall not submit to the Service any data that is protected under a special legislation and requires a unique treatment, including, without limitations, (i) categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any similar legislation or regulation in other jurisdiction; (ii) any protected health information subject to the Health Insurance Portability and Accountability Act ("**HIPAA**"), as amended and supplemented, or any similar legislation in other jurisdiction, unless Customer and monday.com separately enter into a HIPAA Business Associate Agreement; and (iii) credit, debit or other payment card data subject to PCI DSS or any other credit card schemes.

4. Public User Submissions.

4.1. Public User Submissions. The Sites may have certain features that allow you to submit comments, information, and other materials publicly (collectively, "**Public User Submissions**") and share such Public User Submissions with other Users, or the public. By submitting Public User Submissions through the Sites, you grant us a license to access, use, copy, reproduce, process, adapt, publish, transmit, host, and display that Public User Submissions for any purpose, business, including without limitation, for publicizing and promoting monday.com, the Service and/or the Sites and for any other lawful purpose, in any media format (e.g. in-print, websites. electronically, broadcast), and you hereby waive, or to the extent legally prohibited, assign to monday.com, any moral rights in your Public User Submissions.

4.2. Responsibility for Public User Submissions. You acknowledge and agree that: (i) you have or have obtained all rights, licenses, consents, permissions, power and/or authority, necessary to grant the rights granted herein, for any Public User Submissions that you submit, post or display on or through the Service; (ii) we do not control, and are not responsible for, other content and/or submissions, posted on our Sites and/or Service by others; (iii) by using the Service and/or Sites, you may be exposed to content and/or submissions by other users or site visitors that is offensive, indecent, inaccurate, misleading, or otherwise unlawful; (iv) any Public User Submissions are submitted in accordance with, and subject to our Acceptable Use Policy.

5. Intellectual Property Rights; License.

5.1. Our Intellectual Property. The Service and Sites, inclusive of materials, such as software, application programming interface, design, text, editorial materials, informational text, photographs, illustrations, audio clips, video clips, artwork and other graphic materials, and names, logos, trademarks and services marks (excluding Customer Data), any and all related or underlying technology and any modifications, enhancements or derivative works of the foregoing (collectively, "**monday.com Materials**"), are the property of monday.com and its licensors, and may be protected by applicable copyright or other intellectual property laws and treaties. As between you and monday.com, monday.com retains all right, title and interest, including all intellectual property rights, in and to the monday.com Materials.

5.2. Customer Reference. Customer acknowledges and accepts that monday.com has the right to use Customer's name and logo to identify Customer as a customer of monday.com or User of the Service, on monday.com's website, marketing materials or otherwise by public announcements. Customer may revoke such right, at any time, by contacting support@monday.com.

5.3. Your Access and Use Rights. Subject to the terms and conditions of these Terms, and your compliance thereof, and specifically in strict compliance with our Acceptable Use Policy, we grant you a limited, worldwide, non-exclusive, non-transferable right to access and use the Service and Sites, during the applicable Subscription Term, solely for Customer's internal purposes.

5.4. Use Restrictions. Except as expressly permitted in these Terms, you may not, and shall not allow an Authorized User or any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, resell, display, transmit, broadcast, transfer or distribute any portion of the Service or the Sites to any third party, including, but not limited to your affiliates, or use the Service in any service bureau arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the Sites or Service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service or Sites; (iii) reverse engineer, decompile or disassemble, decrypt or, attempt to derive the source code of, the Service or Sites, or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the Service or Sites, or any part thereof; (v) take any action that imposes or may impose (at monday.com's sole discretion) an unreasonable or disproportionately large load on the monday.com infrastructure or infrastructure which supports the Sites or Service; (vi) interfere or attempt to interfere with the integrity or proper working of the Service or Sites, or any related activities; (vii) remove, deface, obscure, or alter monday.com's or any third party's identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Service or Sites, or use or display logos of the Service or Sites without monday.com's prior written approval; (viii) use the Service or Sites for competitive purposes, including to develop or enhance a competing service or product; or (ix) encourage or assist any third party (including other Authorized Users) to do any of the foregoing.

5.5. Feedback. As a User of the Service and/or Sites, you may provide suggestions, comments, feature requests or other feedback to any of monday.com Materials, the monday.com Service, the API (in case you are the Admin) and/or the Sites ("**Feedback**"). Such Feedback is deemed an integral part of monday.com Materials, and as such, it is the sole property of monday.com without restrictions or limitations on use of any kind. monday.com may either implement or reject such Feedback, without any restriction or obligation of any kind. You (i) represent and warrant that such Feedback is accurate, complete, and does not infringe on any third party rights; (ii) irrevocably assign to monday.com any right, title and interest you may have in such Feedback; and (iii) explicitly and irrevocably waive any and all claims relating to any past, present or future moral rights, artists' rights, or any other similar rights, worldwide, in or to such Feedback.

5.6. API Use. We may offer an application programming interface that provides additional ways to access and use the Service ("**API**"). Such API is considered a part of the Service, and its use is subject to all these Terms. Without derogating from Sections 5.1 through 5.4 hereof, you may only access and use our API for Customer's internal business purposes, in order to create interoperability and integration between the Service and other products, services or systems you and/or Customer use internally. When using the API you should follow our relevant developer guidelines. We reserve the right at any time to modify or discontinue, temporarily or permanently, your and/or Customer's access to the API (or any part of it) with or without notice. The API is subject to changes and modifications, and you are solely responsible to ensure that your use of the API is compatible with the current version.

6. Privacy and Security.

6.1. Security. monday.com implements reasonable security measures and procedures to assist in protecting your Customer Data. You can learn more on our security measures and procedures on our Security Page, as updated from time to time.

6.2. Privacy Policy. As a part of accessing or using the Service and the Sites, we may collect, access, use and share certain Personal Data (as defined in the Privacy Policy) from, and/or about, you. Please read our Privacy Policy, which is incorporated herein by reference, for a description of such data collection and use practices.

6.3. Data Processing Agreement ("**DPA**"). By using the Service, Customer also accepts our Data Processing Agreement, which governs the Processing of Personal Data (as both terms are defined in

the DPA) on Customer's behalf, where such Personal Data is subject to the General Data Protection Regulation 2016/679 (the "**GDPR**").

6.4. Anonymous Information. Notwithstanding any other provision of these Terms, we may collect, use and publish Anonymous Information (defined below) relating to your use of the Service and/or Sites, and disclose it for the purpose of providing, improving and publicizing our products and services, including the Sites and Service, and for other business purposes. "**Anonymous Information**" means information which does not enable identification of an individual, such as aggregated and analytics information. monday.com owns all Anonymous Information collected or obtained by monday.com.

7. Third Party Services; Links.

7.1. Third Party Services. The Service enables you to engage and procure certain third party services, products, apps and tools in connection with the Service, including, without limitation, third party applications and widgets offered via our integrations offering or which you decide to connect through our API, as part of the Service (collectively, "**Third Party Services**").

7.2. Independent Relationship. You acknowledge and agree that regardless of the manner in which such Third Party Services may be offered to you, we merely act as an intermediary platform between you and such Third Party Services, and we do not, in any way, endorse any such Third Party Services, or shall be in any way responsible or liable with respect to any such Third Party Services. Your relationship with such Third Party Services and any terms governing your payment for, and use of, such Third Party Services, including without limitation, the collection, processing and use of your data by such Third Party Services, are subject to a separate contractual arrangement between you and the provider of a Third Party Service (the "**Third Party Agreement**"). We are not a party to, or responsible, in any manner, for the compliance by you or by the provider of the Third Party Service with the Third Party Agreement.

7.3. Integration with a Third Party Service and your Customer Data. Through the Service you and any other Authorized User within the Account, may enable an integration of your Account, including, boards within your Account (or a portion thereof), with Third Party Services, which will allow an exchange, transmission, modification or removal of data between us and the Third Party Service, including without limitation, the Customer Data, the scope of which is determined by the applicable actions set by such integration. You hereby acknowledge that any access, collection, transmission, processing, storage or any other use of data, including the Customer Data, by a Third Party Service, is governed by the Third Party Agreement, including any applicable privacy policy, and monday.com is not responsible for any access, collection, transmission, processing, storage or any other use of data, including the Customer Data, by the Third Party Service or for such Third Party Service privacy and security actions, inactions or general practices. By integrating and/or using the Third Party Services, you acknowledge and agree that: (a) you are solely responsible for your compliance with applicable privacy restrictions, laws and regulations, including your use of the Third Party Service and other data activities you may conduct or may permit third parties, including the Third Party Service, to conduct; (b) the activities and use of the data by you and any other Users within the Account, may result in a modification and/or removal of data, either in the Account (i.e. Customer Data) and in the integrated Third Party Service. We shall have no obligation of any kind, for any such modification and/or removal of data, either in the Account with us and/or the integrated Third Party Service.

7.4. Use Conditions and Limitations. Both monday.com and a Third Party Service may impose, each at its sole discretion, additional conditions or limitations on your access and use of certain Third Party Services, including without limitation, imposing a limited quota on the number of actions or other uses (as the case may be). Such additional conditions or limitations shall be indicated wherever relevant within the Service or the Third Party Service or otherwise notified to you or to any other relevant User of the Account.

7.5. monday.com Marketplace. monday.com may make available Third Party Services through the monday.com Marketplace. Your use of the monday.com Marketplace is subject to the monday.com Marketplace Terms of Service.

7.6. Payment for Third Party Services. Third Party Services may be offered free of charge or for a certain fee, either charged directly by the Third Party Service or by monday.com. Wherever the Third Party Service requires a payment, it shall be indicated next to the offering of the Third Party Service, unless such price is included within the Subscription Plan (as defined below) for the Service. Whenever monday.com charges Customer on behalf of itself and not as an agent on behalf of the Third Party Service, the payment terms, including the payment of fees, renewal and refund policy, are governed by Sections 8 and 9 herein. Whenever monday.com charges Customer on behalf of the Third Party Services, then Customer acknowledges that monday.com serves only as an intermediary role in facilitating or collecting the applicable fees and taxes from Customer, for the Third Party Service, thus all payment related issues, including the payment of fees, renewal and refund policy, are governed by the Third Party Agreement.

7.7. Change of Fees. Customer acknowledges that monday.com and any Third Party Service, may change the fees for the Third Party Service from time to time, including imposing a new charge on a Third Party Service that was provided for free.

7.8. Discontinuation of a Third Party Service. Each of monday.com and the Third Party Service reserves the right to discontinue the use or suspend the availability of any Third Party Service, for any reason and with no obligation to provide any explanation or notice. Such discontinuation may result in the inability to utilize certain features and actions of the Third Party Service along with our Service.

7.9. Links. The Sites, Service and/or any Third Party Services may contain links to third party websites that are not owned or controlled by us (the "**Links**"). You acknowledge that we have no control over, and assume no responsibility for the content, privacy policies, or practices of, any third party websites. You: (i) are solely responsible and liable for your use of and linking to third party websites and any content that you may send or post to a third-party website; and (ii) expressly release us from any and all liability arising from your, and in case of a Customer, all Users', use of any third party website. Accordingly, we encourage you to read the terms and conditions and privacy policy of each third party website that you may choose to visit.

7.10. Limitations of Liability. MONDAY.COM BEARS NO RESPONSIBILITY AND/OR LIABILITY FOR ANY LINKS OR THIRD PARTY SERVICES, INCLUDING WITHOUT LIMITATION, SUCH THIRD PARTY SERVICE'S OPERABILITY OR INTEROPERABILITY WITH OUR SERVICE, SECURITY, ACCURACY, RELIABILITY, DATA PROTECTION AND PROCESSING PRACTICES AND THE QUALITY OF ITS OFFERINGS, AS WELL AS ANY ACTS OR OMMISSIONS BY THIRD PARTIES. BY ACCESSING AND/OR USING THE THIRD PARTY SERVICES, YOU ACKNOWLEDGE THAT YOUR ACCESS AND USE OF THE THIRD PARTY SERVICES ARE AT YOUR SOLE DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ENSURING SUCH THIRD PARTY SERVICE'S OPERATION AND PRACTICES AND ITS RESPECTIVE THIRD PARTY AGREEMENT, MEET YOUR NEEDS.

8. Subscription Term, Renewal and Fees Payment.

8.1. Order Form. Our order form may be completed and placed in various ways, among which, an online form or in-product screens or any other mutually agreed upon offline form delivered by Customer or any of the other Users to monday.com, including via mail, email or any other electronic or physical delivery mechanism (the "**Order Form**"). Such Order Form will list, at the least, the Service ordered, subscription plan, term and the associated fees.

8.2. Subscription Term. The Service is provided on a subscription basis for the term specified in your Order Form, in accordance with the respective subscription plan purchased under such Order Form (the "**Subscription Term**" and the "**Subscription Plan**", respectively, and collectively the "**Subscription**").

8.3. Subscription Fees. In consideration for the provision of the Service (except for Trial Service), Customer shall pay us the applicable fees per the purchased Subscription, as set forth in the applicable Order Form (the "**Subscription Fees**"). Unless indicated otherwise, Subscription Fees are stated in US dollars. Customer hereby authorizes us, either directly or through our payment processing service or our affiliates, to charge such Subscription Fees via Customer's selected payment method, upon due date. Unless expressly set forth herein, the Subscription Fees are non-cancelable and non-refundable. We reserve the right to change the Subscription Fees at any time, upon notice to Customer if such change may affect Customer's existing subscriptions upon renewal. In the event of failure to collect the Fees owed by Customer, we may, at our sole discretion (but shall not be obligated to) retry to collect at a later time, and/or suspend or cancel the Account, without notice.

8.4. Taxes. The Subscription Fees are exclusive of any and all taxes (including without limitation, value added tax, sales tax, use tax, excise, goods and services tax, etc.), levies, or duties, which may be imposed in respect of these Terms and the purchase or sale, of the Service hereunder (the "**Taxes**"), except for Taxes imposed on our income. If Customer is located in a jurisdiction which requires Customer to deduct or withhold Taxes or other amounts from any amounts due to us, please notify us, in writing, promptly and we shall join efforts to avoid any such Tax withholding, provided, however, that in any case, Customer shall bear the sole responsibility and liability to pay such Tax and such Tax should be deemed as being added on top of the Subscription Fees, payable by Customer.

8.5. Subscription Upgrade. During the Subscription Term, Customer may upgrade its Subscription Plan by either: (i) adding Authorized Users; (ii) upgrading to a higher type of Subscription Plan; (iii) adding add-on features and functionalities; and/or (iv) upgrading to a longer Subscription Term (collectively, "**Subscription Upgrades**"). Some Subscription Upgrades or other changes may be considered as a new purchase, hence will restart the Subscription Term and some won't, as indicated within the Service and/or the Order Form. Upon a Subscription Upgrade, Customer will be billed for the applicable increased amount of Subscription Fees, at our then-current rates (unless indicated otherwise in an Order Form), either: (1) prorated for the remainder of the then-current Subscription Term, or (2) whenever the Subscription Term is being restarted due to the Subscription Upgrade, then the Subscription Fees already paid by Customer will be reduced from the new upgraded Subscription Fees, and the difference shall be due and payable by Customer upon the date on which the Subscription Upgrade was made.

8.6. Adding Users. Customer acknowledges that unless it disabled these options: (i) Users within the same email domain will be able to automatically join the Account; and (ii) Users within Customer's Account may invite other persons to be added to the Account as Users (collectively, "**Users Increase**"). For further information on these options and how to disable them, visit our Help Center. Unless agreed otherwise in an Order Form, any changes to the number of Users within a certain Account, shall be billed on a prorated basis for the remainder of the then-current Subscription Term. We will bill Customer, either upon the Users Increase or at the end of the applicable month, as communicated to Customer.

8.7. Excessive Usage. We shall have the right, including without limitation where we, at our sole discretion, believe that Customer and/or any of its Users, have misused the Service or otherwise use the Service in an excessive manner compared to the anticipated standard use (at our sole discretion), to offer the Subscription in different pricing and/or impose additional restrictions as for the upload, storage, download and use of the Service, including, without limitation, restrictions on Third Party Services, network traffic and bandwidth, size and/or length of content, quality and/or format of content, sources of content, volume of download time, etc.

8.8. Billing. As part of registering, or submitting billing information, to the Service, Customer agrees to provide us with updated, accurate and complete billing information, and Customer authorizes us

(either directly or through our affiliates, including monday.com Inc. or other third parties) to charge, request and collect payment (or otherwise charge, refund or take any other billing actions) from Customer's payment method or designated banking account, and to make any inquiries that we (or our affiliates and/or third-parties acting on our behalf) may consider necessary to validate Customer's designated payment account or financial information, in order to ensure prompt payment, including for the purpose of receiving updated payment details from Customer's credit card company or banking account (e.g., updated expiry date or card number as may be provided to us by Customer's credit card company).

8.9. Subscription Auto-Renewal. In order to ensure that Customer will not experience any interruption or loss of services, Customer's Subscription includes an automatic renewal option by default, according to which, unless Customer disables the auto-renewal option or cancels its Subscription prior to its expiration, the Subscription will automatically renew upon the end of the then applicable Subscription Term, for a renewal period equal in time to the original Subscription Term (excluding extended periods) and, unless otherwise notified to Customer, at the same price (subject to applicable Tax changes and excluding any discount or other promotional offer provided for the first Subscription Term). Accordingly, unless either Customer or us cancel the Subscription prior to its expiration, we will attempt to automatically charge Customer the applicable Subscription Fees upon or immediately prior to the expiration of the then applicable Subscription Term. If Customer wishes to avoid such auto-renewal, Customer shall cancel its Subscription (or disable the auto-renewal option), prior to its expiration, at any time through the Account settings or by contacting our Customer Success team. Except as expressly set forth in these Terms, in case a Customer cancels its Subscription, during a Subscription Term, the Subscription will not renew for an additional period, but Customer will not be refunded or credited for any unused period within the Subscription Term.

8.10. Discounts and Promotions. Unless expressly stated otherwise in a separate legally binding agreement, if Customer received a special discount or other promotional offer, Customer acknowledges that upon renewal of its Subscription, monday.com will renew such Subscription, at the full applicable Subscription Fee at the time of renewal.

8.11. Credits. Any credits that may accrue to Customer's Account, for any reason (the "**Credits**"), will expire and be of no further force and effect, upon the earlier of: (i) the expiration or termination of the applicable Subscription under the Account for which such Credits were given; or (ii) in case such Credits accrued for an Account with a Trial Subscription (as defined below) that was not upgraded to a Subscription Plan, then upon the lapse of 90 days of such Credits' accrual. Unless specifically indicated otherwise, Credits may be used to pay for the Services only and not for any Third Party Service or other payment of whatsoever kind. Whenever fees are due for any Services, accrued Credits will be first reduced against the Subscription Fees and the remainder will be charged from Customer's respective payment method. Credits shall have no monetary value (except for the purchase of Services under the limited terms specified herein) nor exchange value, and will not be transferable or refundable.

8.12. Payment through Reseller. If Customer purchased a Service from a reseller or distributor authorized by us ("**Reseller**"), then to the extent there is any conflict between these Terms and the agreement entered between Customer and the respective Reseller, including any purchase order ("**Reseller Agreement**"), then, as between Customer and monday.com, these Terms shall prevail. Any rights granted to Customer and/or any of the other Users in such Reseller Agreement which are not contained in these Terms, apply only in connection with the Reseller. In that case, Customer must seek redress or realization or enforcement of such rights solely with the Reseller and not monday.com. For clarity, Customer's and its Users' access to the Service is subject to our receipt from Reseller of the payment of the applicable Fees paid by Customer to Reseller. Customer hereby acknowledges that at any time, at our discretion, the billing of the Subscription Fees may be assigned to us, such that Customer shall pay us directly the respective Subscription Fees.

9. Refund Policy; Chargeback.

9.1. Refund Policy. If Customer is not satisfied with its initial purchase of a Service, Customer may terminate such Service by providing us a written notice, within 30 days of having first ordered such Services (the "**Refund Period**"). In the event that Customer terminates such initial purchase of a Service, within the Refund Period, we will refund Customer the prorata portion of any unused and unexpired Subscription Fees pre-paid by Customer in respect of such terminated period of the Subscription, unless such other sum is required by applicable law, in the same currency we were originally paid (the "**Refund**"). The Refund is applicable only to the initial purchase of the Service by Customer and does not apply to any additional purchases, upgrades, modification or renewals of such Service. Please note that we shall not be responsible to Refund any differences caused by change of currency exchange rates or fees that Customer was charged by third parties, such as wire transfer fees. After the Refund Period, the Subscription Fees are non-refundable and non-cancellable. To the extent permitted by law, if we find that a notice of cancellation has been given in bad faith or in an illegitimate attempt to avoid payment for Services actually received and enjoyed, we reserve our right to reject Customer's Refund request. Subject to the foregoing, upon termination by Customer under this Section 9.1 all outstanding payment obligations shall immediately become due for the used Subscription Term and Customer will promptly remit to monday.com any fees due to monday.com under these Terms.

9.2. Non-Refundable Services. Certain Services may be non-refundable. In such event we will identify such Services as non-refundable, and Customer shall not be entitled, and we shall not be under any obligation, to terminate the Service and give a Refund.

9.3. Chargeback. If, at any time, we record a decline, chargeback or other rejection of a charge of any due and payable Subscription Fees on Customer's Account ("**Chargeback**"), this will be considered as a breach of Customer's payment obligations hereunder, and Customer's use of the Service may be disabled or terminated and such use of the Service will not resume until Customer re-subscribes for any such Service, and pay any applicable Subscription Fees in full, including any fees and expenses incurred by us and/or any Third Party Service for each Chargeback received (including handling and processing charges and fees incurred by the payment processor), without derogating from any other remedy that may be applicable to us under these Terms or applicable law.

10. Trial Service; Pre-Released Services.

10.1. Trial Service. We may offer, from time to time, part or all of our Services on a free, no-obligation trial version ("**Trial Service**"). The term of the Trial Service shall be as communicated to you, within the Service, in an Order Form, unless terminated earlier by either Customer or us, for any reason or for no reason. We reserve the right to modify, cancel and/or limit this Trial Service at any time and without liability or explanation to you. In respect of a Trial Service that is a trial version of the Subscription Plan (the "**Trial Subscription**"), upon termination of the Trial Subscription, we may change the Account web address at any time without any prior written notice.

10.2. Pre-Released Services. Note that we may offer, from time to time, certain Services in an Alpha or Beta versions (the "**Pre-Released Services**") and we use best endeavors to identify such Pre-Released Services as such. Pre-Released Services are Services that are still under development, and as such they may be inoperable or incomplete, and may contain bugs, suffer disruptions and/or not operate as intended and designated, more than usual.

10.3. Governing Terms of Trial Service and Pre-Released Services. The Trial Service and Pre-Released Services are governed by these Terms, provided that notwithstanding anything in these Terms or elsewhere to the contrary, in respect of Trial Service and Pre-Released Services (i) such services are licensed hereunder on as "As-Is", "With All Faults" "As Available" basis, with no warranties, express or implied, of any kind; (ii) the indemnity undertaking by us set forth in Section 16.2 herein shall not apply; and (iii) IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF MONDAY.COM, ITS AFFILIATES OR ITS THIRD PARTY SERVICE PROVIDERS, UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS (INCLUDING THE SITES, THE SERVICE AND THE THIRD PARTY SERVICES),

EXCEED US$100. We make no promises that any Trial Service and/or Pre-Released Services will be made available to you and/or generally available.

11. Term and Termination; Suspension.

11.1. Term. These Terms are in full force and effect, commencing upon the Effective Date, until the end of the Service underlying the Account, either paid or unpaid, unless terminated otherwise in accordance with these Terms.

11.2. Termination for Cause. Either Customer or us may terminate the Service and these Terms, upon written notice, in case that (a) the other party is in material breach of these Terms and to the extent, curable, fails to cure such breach, within a reasonable cure period, which shall not be less than 10 days following a written notice from by the non-breaching party; or (b) ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 45 days.

11.3. Termination by Customer. Customer may terminate its Subscription to the Service by cancelling the Service and/or deleting the Account, whereby such termination shall not derogate from Customer's obligation to pay applicable Subscription Fees except where such termination is made within the Refund Period. In accordance with Section 9 above, unless mutually agreed otherwise by Customer and us in a written instrument, the effective date of such termination will take effect at the end of the then-current Subscription Term, and Customer's obligation to pay the Subscription Fees throughout the end of such Subscription Term shall remain in full force and effect, and Customer shall not be entitled to a refund for any pre-paid Subscription Fees.

11.4. Effect of Termination of Service. Upon termination or expiration of these Terms, Customer's Subscription and all rights granted to you hereunder shall terminate, and we may change the Account's web address. It is Customer's sole liability to export the Customer Data prior to such termination or expiration. In the event that Customer did not delete the Customer Data from the Account, we may continue to store and host it until either Customer or we, at our sole discretion, delete such Customer Data, and during such period, Customer shall still be able to make a limited use of the Service in order to export the Customer Data (the "**Read-Only Mode**"), but note that we are not under any obligation to maintain the Read-Only Mode period, hence such period may be terminated by us, at any time, with or without notice to Customer, and subsequently, the Customer Data will be deleted. Customer acknowledges the foregoing and its sole responsibility to export and/or delete the Customer Data prior to the termination or expiration of these Terms, and therefore we shall not have any liability either to Customer, nor to any User or third party, in connection thereto. Unless expressly indicated herein otherwise, the termination or expiration of these Terms shall not relieve Customer from its obligation to pay due Subscription Fees.

11.5. Survival. Section 2.6 (Responsibility for Authorized Users), 3 (Customer Data), 6 (Privacy and Security), 7 (Third Party Services), 8 (Subscription Term, Renewal and Fees Payment) in respect of unpaid Subscription Fees, 10.3 (Governing Terms of Trial Services and Pre-Released Services), 11 (Term and Termination; Suspension), 12 (Confidentiality), 13 (Warranty Disclaimer), 14 (Limitations of Liability), 16 (Indemnification), 21 (Governing Law and Jurisdiction; Class Action Waiver and Arbitration) and 22 (General Provisions), shall survive the termination or expiration of these Terms, and continue to be in force and effect in accordance with their applicable terms.

11.6. Suspension. Without derogating from our termination rights above, we may decide to temporarily suspend the Account and/or a User Profile (including any access thereto) and/or our Service, in the following events: (i) we believe, at our sole discretion, that you or any third party, are using the Service in a manner that may impose a security risk, may cause harm to us or any third party, and/or may raise any liability for us or any third party; (ii) we believe, at our sole discretion, that you or any third party, are using the Service in breach of these Terms or applicable Law; (iii) Customer's payment obligations, in accordance with these Terms, are or are likely to become, overdue; or (iv) Customer's or any of its

Users' breach of the Acceptable Use Policy. The afore-mentioned suspension rights are in addition to any remedies that may be available to us in accordance with these Terms and/or applicable Law.

12. Confidentiality.

12.1. Confidential Information. In connection with these Terms and the Service (including the evaluation thereof), each party ("**Disclosing Party**") may disclose to the other party ("**Receiving Party**"), non-public business, product, technology and marketing information, including without limitation, customers lists and information, know-how, software and any other non-public information that is either identified as such or should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, whether disclosed prior or after the Effective Date (the "**Confidential Information**"). For the avoidance of doubt, (i) Customer Data is regarded as Customer's Confidential Information, and (ii) our Site, Service, Trial Service and/or Pre-Released Services, inclusive of their underlying technology, and their respective performance information, as well as any data, reports and materials we provided to you in connection with your evaluation or use of the Service, are regarded as our Confidential Information. Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without any use or reference to the Confidential Information.

12.2. Confidentiality Undertakings by the Receiving Party. The Receiving Party will (i) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates, service providers and agents, on a need to know basis and who are bound by confidentiality obligations at least as restrictive as those contained herein; and (ii) not use or disclose any Confidential Information to any third party, except as part of its performance under these Terms and as required to be disclosed to legal or financial advisors to the Receiving Party or in connection with a due diligence process that the Receiving Party is undergoing, provided that any such disclosure shall be governed by confidentiality obligations at least as restrictive as those contained herein.

12.3. Compelled Disclosure. Notwithstanding the above, Confidential Information may be disclosed pursuant to the order or requirement of a court, administrative agency or other governmental body; provided, however, that to the extent legally permissible, the Receiving Party shall make best efforts to provide prompt written notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

13. Warranty Disclaimer.

NOTWITHSTANDING ANYTHING IN THESE TERMS OR ELSEWHERE TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

13.1. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SITES AND THE SERVICE ARE PROVIDED ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTIES OF ANY KIND. WE AND OUR AFFILIATES, SUBCONTRACTORS, AGENTS AND VENDORS (INCLUDING, THE THIRD PARTY SERVICE PROVIDERS, HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, WARRANTIES AND/OR REPRESENTATIONS OF MERCHANTABILITY, FUNCTIONALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY.

13.2. WE AND OUR VENDORS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION THAT THE SERVICE AND SITES, INCLUDING THE ACCESS THERETO AND

USE THEREOF, WILL BE UNINTERRUPTED, TIMELY, SECURED, ERROR FREE, THAT DATA WON'T BE LOST, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITES AND/OR SERVICE ARE FREE FROM VIRUSES OR OTHER HARMFUL CODE. WE AND OUR VENDORS FURTHER DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR ANY DELAYS, FAILURES, INTERCEPTION, ALTERATION, LOSS, OR OTHER DAMAGES THAT YOU AND/OR YOUR DATA (INCLUDING CUSTOMER DATA) MAY SUFFER, THAT ARE BEYOND OUR CONTROL.

13.3. EXCEPT AS EXPRESSLY SET FORTH HEREIN, WE DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION (I) THAT OUR SERVICE (OR ANY PORTION THEREOF) IS COMPLETE, ACCURATE, OF ANY CERTAIN QUALITY, RELIABLE, SUITABLE FOR, OR COMPATIBLE WITH, ANY OF YOUR CONTEMPLATED ACTIVITIES, DEVICES, OPERATING SYSTEMS, BROWSERS, SOFTWARE OR TOOLS (OR THAT IT WILL REMAIN AS SUCH AT ANY TIME), OR COMPLY WITH ANY LAWS APPLICABLE TO YOU; AND/OR (II) REGARDING ANY CONTENT, INFORMATION, REPORTS OR RESULTS THAT YOU OBTAIN THROUGH THE SERVICE AND/OR THE SITES.

14. Limitation of Liability.

NOTWITHSTANDING ANYTHING IN THESE TERMS OR ELSEWHERE TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

14.1. IN NO EVENT SHALL EITHER PARTY HERETO AND ITS AFFILIATES, SUBCONTRACTORS, AGENTS AND VENDORS (INCLUDING, THE THIRD PARTY SERVICE PROVIDERS), BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH THESE TERMS FOR (I) ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES; (II) ANY LOSS OF PROFITS, COSTS, ANTICIPATED SAVINGS; (III) ANY LOSS OF, OR DAMAGE TO DATA, USE, BUSINESS, REPUTATION, REVENUE OR GOODWILL; AND/OR (IV) THE FAILURE OF SECURITY MEASURES AND PROTECTIONS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14.2. EXCEPT FOR THE INDEMNITY OBLIGATIONS OF EITHER PARTY UNDER SECTION 16 (INDEMNIFICATION) HEREIN, YOUR PAYMENT OBLIGATIONS HEREUNDER OR BREACH OF OUR ACCEPTABLE USE POLICY BY EITHER YOU OR IN CASE OF A CUSTOMER, ANY OF THE USERS UNDERLYING ITS ACCOUNT, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY, ITS AFFILIATES, SUBCONTRACTORS, AGENTS AND VENDORS (INCLUDING, THE ITS THIRD-PARTY SERVICE PROVIDERS), UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS (INCLUDING THE SITES AND THE SERVICE), EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY YOU (IF ANY) DURING THE 12 CONSECUTIVE MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

15. Specific Laws; Reasonable Allocation of Risks.

15.1. Specific Laws. Except as expressly stated in these Terms, we make no representations or warranties that your use of the Service is appropriate in your jurisdiction. Other than as indicated herein, you are responsible for your compliance with any local and/or specific applicable Laws, as applicable to your use of the Service.

15.2. Reasonable Allocation of Risks. You hereby acknowledge and confirm that the limitations of liability and warranty disclaimers contained in these Terms are agreed upon by you and us and we both find such limitations and allocation of risks to be commercially reasonable and suitable for our

engagement hereunder, and both you and us have relied on these limitations and risk allocation in determining whether to enter these Terms.

16. Indemnification.

16.1. By Customer. Customer hereby agrees to indemnify, defend and hold harmless monday.com and its affiliates, officers, directors, employees and agents from and against any and all claims, damages, obligations, liabilities, losses, reasonable expenses or costs (collectively, "**Losses**") incurred as a result of any third party claim arising from (i) Customer's and/or any of its Users', violation of these Terms or applicable Law; and/or (ii) Customer Data, including the use of Customer Data by monday.com and/or any of its subcontractors, infringes or violates, any third party's rights, including, without limitation, intellectual property, privacy and/or publicity rights.

16.2. By monday.com. monday.com hereby agrees to defend Customer, its affiliates, officers, directors, and employees, in and against any third party claim or demand against Customer, alleging that Customer's authorized use of the Service infringes or constitutes misappropriation of any third party's copyright, trademark or registered US patent (the "**IP Claim**"), and we will indemnify Customer and hold Customer harmless against any damages and costs finally awarded on such IP Claim by a court of competent jurisdiction or agreed to via settlement we agreed upon, including reasonable attorneys' fees. monday.com's indemnity obligations under this Section 16 shall not apply if: (i) the Service (or any portion thereof) was modified by Customer or any of its Users or any third party, but solely to the extent the IP Claim would have been avoided by not doing such modification; (ii) if the Service is used in combination with any other service, device, software or products, including, without limitation, Third Party Services, but solely to the extent that such IP Claim would have been avoided without such combination; and/or (iii) any IP Claim arising or related to, the Customer Data or to any events giving rise to Customer's indemnity obligations under Section 16.1 above. Without derogating from the foregoing defense and indemnification obligation, if monday.com believes that the Service, or any part thereof, may so infringe, then monday.com may in its sole discretion: (a) obtain (at no additional cost to you) the right to continue to use the Service; (b) replace or modify the allegedly infringing part of the Service so that it becomes non-infringing while giving substantially equivalent performance; or (c) if monday.com determines that the foregoing remedies are not reasonably available, then monday.com may require that use of the (allegedly) infringing Service (or part thereof) shall cease and in such an event, Customer shall receive a prorated refund of any Subscription Fees paid for the unused portion of the Subscription Term. THIS SECTION 16.2 STATES MONDAY.COM'S SOLE AND ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY, FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION BY MONDAY.COM AND/OR ITS SERVICE AND UNDERLYING TECHNOLOGY.

16.3. Indemnity Conditions. The defense and indemnification obligations of the indemnifying party under this Section 16 are subject to: (i) the indemnified party shall promptly provide a written notice of the claim for which an indemnification is being sought, provided that such indemnitee's failure to do so will not relieve the indemnifying party of its obligations under this Section 16, except to the extent the indemnifying party's defense is materially prejudiced thereby; (ii) the indemnifying party being given immediate and exclusive control over the defense and/or settlement of the claim, provided, however that the indemnifying party shall not enter into any compromise or settlement of any such claim that that requires any monetary obligation or admission of liability or any unreasonable responsibility or liability by an indemnitee without the prior written consent of the affected indemnitee, which shall not be unreasonably withheld or delayed; and (iii) the indemnified party providing reasonable cooperation and assistance, at the indemnifying party's expense, in the defense and/or settlement of such claim and not taking any action that prejudices the indemnifying party's defense of, or response to, such claim.

17. Third Party Components within Our Service

Our Service includes third party codes and libraries that are subject to third party open source license terms (the "**Open Source Code**" and the "**Open Source Terms**", respectively). Some of such Open

Source Terms determine that to the extent applicable to the respective Open Source Code licensed thereunder, such terms prevail over any conflicting license terms, including these Terms. We use our best endeavors to identify such Open Source Code, within our Service, hence we encourage Customer to familiarize itself with such Open Source Terms. Note that we use best efforts to use only Open Source Codes that does not impose any obligation or affect the Customer Data or related intellectual property (beyond what is stated in the Open Source Terms and herein), on an ordinary use of our Service that does not involve any modification, distribution or independent use of such Open Source Code. Notwithstanding anything to the contrary, we make no warranty or indemnity hereunder with respect to any Open Source Codes. The following copyright statements and licenses apply to discrete Service components that are distributed with various versions of the monday.com products: Open Source List

18. Export Controls; Sanctions.

The Service may be subject to Israeli, U.S. or foreign export controls, Laws and regulations (the "**Export Controls**"), and you acknowledge and confirm that: (i) you are not located or use, export, re-export or import the Service (or any portion thereof) in or to, any person, entity, organization, jurisdiction or otherwise, in violation of the Export Controls; (ii) you are not: (a) organized under the laws of, operating from, or otherwise ordinarily resident in a country or territory that is the target or comprehensive U.S. economic or trade sanctions (currently, Cuba, Iran, Syria, North Korea, or the Crimea region of Ukraine), (b) identified on a list of prohibited or restricted persons, such as the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, or (c) otherwise the target of U.S. sanctions. Customer is solely responsible for complying with applicable Export Controls and sanctions which may impose additional restrictions, prohibitions or requirements on the use, export, re-export or import of the Services and/or the Customer Data; and (iii) Customer Data is not controlled under the U.S. International Traffic in Arms Regulations or similar Laws in other jurisdictions, or otherwise requires any special permission or license, in respect of its use, import, export or re-export hereunder.

19. Modifications.

Occasionally we may make changes to these Terms for valid reasons, such as adding new functions or features to the Service, technical adjustments, typos or error fixing, for legal or regulatory reasons or for any other reasons as we deem necessary, at our sole discretion. When we make material changes to these Terms, we'll provide Customer with notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the Service or by sending Customer an email. Your continued use of the Service after the changes have been implemented will constitute your acceptance of the changes.

20. Government Use.

If Customer is part of a U.S. Government agency, department or otherwise, either federal, state or local (a "**Government Customer**"), then Government Customer hereby agrees that the Service under these Terms qualifies as "Commercial Computer Software" and "Commercial Computer Software Documentation", within the meaning of Federal Acquisition Regulation ("FAR") 2.101, FAR 12.212, Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7201, and DFARS 252.227-7014. Government Customer further agrees that the terms of this Section 20 shall apply to Customer. Government Customer's technical data and software rights related to the Service include only those rights customarily provided to the public as specified in these Terms in accordance with FAR 12.212, FAR 27.405-3, FAR 52.227-19, DFARS 227.7202-1 and General Services Acquisition Regulation ("GSAR") 552.212-4(w) (as applicable). In no event shall source code be provided or considered to be a deliverable or a software deliverable under these Terms. We grant no license whatsoever to any Government Customer to any source code contained in any deliverable or a software deliverable. If a Government Customer has a need for rights not granted under the Terms, it must negotiate with us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement. Any unpublished-rights are reserved under applicable copyright laws. Any provisions contained in these

Terms that contradict any Law applicable to a Government Customer, shall be limited solely to the extent permitted under such applicable Law.

21. Governing Law and Jurisdiction; Class Action Waiver and Mandatory Arbitration.

21.1. Governing Law; Jurisdiction. These Terms and any action related thereto will be governed and interpreted by and under the laws of the State of Israel without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Courts of competent jurisdiction located in Tel Aviv-Jaffa, Israel, shall have the sole and exclusive jurisdiction and venue over all controversies and claims arising out of, or relating to, these Terms. You and us mutually agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. Notwithstanding the foregoing, monday.com reserves the right to seek injunctive relief in any court in any jurisdiction.

21.2. Class Action Waiver. WHERE PERMITTED UNDER APPLICABLE LAW, YOU AND MONDAY.COM AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and monday.com mutually agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

21.3. Arbitration. To the extent permitted under applicable Law, you and monday.com hereby irrevocably agree to the following provisions:

21.3.1 *Dispute resolution and Arbitration*. Any dispute, claim, or controversy between you and us arising in connection with, or relating in any way to, these Terms (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination or expiration of these Terms) will be determined solely by mandatory binding arbitration. In arbitration there is no judge or jury and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of these Terms as a court would.

21.3.2 *Exception*. Notwithstanding clause 21.3.1 above, you and monday.com both agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to seek injunctive relief in a court of law. In addition to the above, notwithstanding clause 21.3.1 above, monday.com may file a suit in a court of law against you to address intellectual property infringement claims.

21.3.3 *Arbitration Process Rules*. Either you or we may start arbitration proceedings. Any arbitration between you and us will be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "**ICC**") then in force (the "**ICC Rules**") by one arbitrator appointed in accordance with the ICC Rules. The arbitration will take place in Tel Aviv-Jaffa, and shall be conducted in the English language and unless otherwise required by a mandatory law of any jurisdiction, the law to be applied in any arbitration shall be the law of the State of Israel, without regard to choice or conflicts of law principles. The arbitration proceedings shall be conducted on an expedited basis and shall result in an award within no more than 60 days. The arbitration shall be conducted on a confidential basis. The award of the Arbitrator shall be final and binding on the parties. The arbitration award shall be enforceable in any court of competent jurisdiction. Any motion to enforce or vacate an arbitration award under this agreement shall be kept confidential to the maximum extent possible.

21.3.4 *Special Statute of Limitation*. Any arbitration must be commenced by filing a demand for arbitration within 2 years after the date the party asserting the claim first knows or reasonably should know of the act, omission, or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits such limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable Law.

21.3.5 *Notice; Process*. A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("**Dispute Notice**"). The Dispute Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Dispute Notice is received, you or us may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or us shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Without derogating from the generality of the confidentiality protection under Section 21.3.3 above, all documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator's decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable Law. Except as required to enforce the arbitrator's decision and award, neither you nor us shall make any public announcement or public comment or originate any publicity concerning the arbitration, including, but not limited to, the fact that the parties are in dispute, the existence of the arbitration, or any decision or award of the arbitrator.

22. General Provisions.

22.1. Translated Versions. These Terms were written in English, and translated into other languages for your convenience. If a translated (non-English) version of these Terms conflicts in any way with their English version, the provisions of the English version shall prevail.

22.2. Force Majeure. Neither us nor you will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, interruption or failure of the Internet or any utility service, failures in third-party hosting services, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

22.3. Relationship of the Parties; No Third Party Beneficiaries. The parties are independent contractors. These Terms and the Service provided hereunder, do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third party beneficiaries to these Terms.

22.4. Notice. We shall use your contact details that we have in our records, in connection with providing you notices, subject to this Section 22.4. Our contact details for any notices are detailed below. You acknowledge notices that we provide you, in connection with these Terms and/or as otherwise related to the Service, shall be provided as follows: via the Service, including by posting on our Sites or posting in your account, text, in-app notification, e-mail, phone or first class, airmail, or overnight courier. You further acknowledge that an electronic notification satisfies any applicable legal notification requirements, including that such notification will be in writing. Any notice to you will be deemed given upon the earlier of: (i) receipt; or (ii) 24 hours of delivery. Notices to us shall be provided to monday.com Ltd., attn: General Counsel, at legal@monday.com, or sent to 52 Menachem Begin Road, Tel Aviv 6713701, Israel.

22.5. Assignment. These Terms, and any and all rights and obligations hereunder, may not be transferred or assigned by you without our written approval, provided that you may assign these Terms to your successor entity or person, resulting from a merger, acquisition, or sale of all or substantially all of your assets or voting rights, except for an assignment to a competitor of monday.com, and provided that you provide us with prompt written notice of such assignment and the respective assignee agrees, in writing, to assume all of your obligations under these Terms. We may assign our rights and/or obligations hereunder and/or transfer ownership rights and title in the Service to a third party without your consent or prior notice to you. Subject to the foregoing conditions, these Terms shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns. Any assignment not authorized under this Section 22.5 shall be null and void.

22.6. Severability. These Terms shall be enforced to the fullest extent permitted under applicable Law. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms will remain in effect.

22.7. No Waiver. No failure or delay by either party in exercising any right under these Terms will constitute a waiver of that right. No waiver under these Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

Last update: April 17, 2022

ADDENDUM TO MONDAY.COM TERMS OF SERVICE

(Government Customer)

This is an addendum ("**Addendum**") to the monday.com Terms of Service (the "**Terms**") available at www.monday.com/terms/tos applies solely to below listed Government Customer, as defined in the Terms. All terms and conditions as set forth in the Terms shall remain in full force and validity with no change unless clearly identified herein and shall apply to this Addendum except as expressly amended herein. In the event of any contradiction or discrepancy between the terms of this Addendum and the Terms, the provisions of this Addendum shall prevail. All capitalized terms not specifically defined hereunder shall have the meaning ascribed to them in the Terms, as amended by this Addendum.

1. Applicability. This Addendum is applicable to Government Customers; however, this Addendum shall not apply to a government employee or individual acting in a private, personal or non-governmental capacity.

2. Our Service. Section 1.2 of the Terms is deleted in its entirety and restated as follows: "1.2 Modification or Discontinuation of the Service. We may add, modify or discontinue any feature, functionality or any other tool, within the Service and/or Sites, at our own discretion and without further notice, however, if we make any material adverse change in the core functionality of the Service, then we will notify you by posting an announcement on the Sites and/or via the Service and by sending you an email. If you notify monday.com within thirty (30) days of such material adverse change that such change materially adversely affects the core functionality of the Service and your use of the Service, and, if such change is not cured by monday.com within thirty (30) days as of having received notification from you, you shall be entitled to terminate the Service and these Terms immediately upon written notice within thirty (30) days thereof. In the event of termination by you, monday.com shall issue you a prorata refund to you of all amounts of the Subscription Fee that were prepaid by you which would otherwise have applied to the unused and unexpired portion remaining in the original Subscription Term that was terminated as of the date of termination."

3. No endorsement. With reference to Section 5.2 of the Terms, monday.com shall not use the fact that Government Customer uses our Site and/or Services or Government Customer's seals, trademarks, logos, service marks, trade names, and in a manner to state or imply that the Services are endorsed, sponsored or recommended by Government Customer or considered by Government Customer to be superior to any other products or services.

4. Taxes. Notwithstanding the terms of Section 8.4 of the Terms, to the extent that the Government Customer is a tax-exempt institution and produces to monday.com an applicable exemption certificate, such exempt taxes shall not be included in the Subscription Fees.

5. Auto-Renewal. In accordance with Section 8.9 of the Terms, Government Customer and monday.com hereby agree that the Subscription Term shall not be automatically renewed, unless otherwise consented in writing by the Government Customer and monday.com

6. Suspension. Section 11.6 of the Terms are hereby deleted in their entirety and restated as follows: "Without derogating from our termination rights above, we may decide to temporarily suspend the Account and/or a User Profile (including any access thereto) and/or our Service, in the following events: (i) we believe, at our sole reasonable discretion, that you or any third party, are

using the Service in a manner that may impose a security risk, may cause harm to us or any third party, and/or may raise any liability for us or any third party; (ii) we believe, at our sole reasonable discretion, that you or any third party, are using the Service in breach of these Terms ort applicable law; (iii) Customer's payment obligations, in accordance with these Terms, are overdue; or (iv) Customer's or any of its Users' breach of the Acceptable Use Policy. The afore-mentioned suspension rights are in addition to any remedies that may be available to us in accordance with these Terms and/or applicable Law. Supplier shall, where practicable, provide Cruise with at least ten (10) business days advance written notice of the suspension."

7. Confidentiality. Notwithstanding the terms of Section 12, monday.com acknowledges that the Government Customer may be subject to the applicable freedom of information regulations, acts and/or statues ("FOI"). Solely to the extent required under such FOI, Government Customer's obligations under the applicable FOI supersede its obligations under these Terms to the extent a request is made pursuant to such FOI; however, Government Customer agrees to the extent permissible under the FOI to designate such disclosures and materials as confidential and redact any Confidential Information from such disclosures.
8. Limitation of Liability. Section 14.2 of the Terms are hereby deleted in their entirety and restated as follows: "EXCEPT FOR THE INDEMNITY OBLIGATIONS OF EITHER PARTY UNDER SECTION 16 (INDEMNIFICATION) HEREIN, EITHER PARTY'S FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, YOUR PAYMENT OBLIGATIONS HEREUNDER OR BREACH OF OUR ACCEPTABLE USE POLICY BY EITHER YOU OR IN CASE OF A CUSTOMER, ANY OF THE USERS UNDERLYING ITS ACCOUNT, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY, ITS AFFILIATES, SUBCONTRACTORS, AGENTS AND VENDORS (INCLUDING, THE ITS THIRD-PARTY SERVICE PROVIDERS), UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS (INCLUDING THE SITES AND THE SERVICE), EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY YOU (IF ANY) DURING THE 12 CONSECUTIVE MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT."
9. Indemnification. The parties hereby agree that Section 16.1 shall only apply to Government Customers to the extent permitted by applicable law, and notwithstanding anything to the contrary herein or in the Terms, including any terms incorporated by reference, Customer shall not be obligated to fund any potential indemnity obligation by prior appropriation or establishment of a sinking fund.
10. Governing Law. The parties agree that Section 21.1 (Governing Law; Jurisdiction) and 21.3 (Arbitration) of the Terms are hereby deleted in its entirety. The parties further agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply,.
11. Assignment. The parties hereby agree that Section 22.5 (Assignment) shall be deleted in its entirety and restated as follows: "Assignment. These Terms, and any and all rights and obligations hereunder, may not be transferred or assigned by either party without the other party's written approval, provided that either party may assign these Terms to your successor entity or person, resulting from a merger, acquisition, or sale of all or substantially all of such party's assets or voting rights, except for an assignment to a competitor of monday.com, and provided that such party provide the other party with prompt written notice of such assignment and the respective

assignee agrees, in writing, to assume all of such party's obligations under these Terms. Subject to the foregoing conditions, these Terms shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns. Any assignment not authorized under this Section 22.5 shall be null and void."

12. Continued Performance. monday.com shall not unilaterally revoke, terminate or suspend any rights granted to the Government Customer except as permitted under the Terms. If monday.com reasonably believes the Government Customer is in breach of the Terms, monday.com shall pursue its rights under the applicable law and shall continue to perform its obligations under the Terms until resolution of such dispute.
13. City's Payment Approval. All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The Government Customer will pay monday.com within thirty days after of receipt of a correct payment application for the Service monday.com 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 Government Customer in the event: (a) there is a bona fide dispute between the Government Customer and monday.com 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 Government Customer from making a timely payment with Federal funds; or (c) there is a bona fide dispute between monday.com and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late.
14. Appropriation of Funds. The obligations of the Government Customer under the Terms to make payments to monday.com are subject to appropriation by the Government Customer of funds that are lawfully available to be applied for such purpose. If Government Customer fails to make such an appropriation prior to a renewal of a Subscription Term, this Agreement shall terminate at the end of the last Subscription Term immediately preceding the renewal period for which funds have not been appropriated. The Government Customer shall deliver notice to monday.com of such termination at least forty-five (45) days prior to such termination, but failure to give such notice shall not prevent the termination of this Agreement.
15. Certification Regarding Boycotting Energy Companies. Pursuant to Chapter 809, Texas Government Code, monday.com certifies that either (1) monday.com is a sole proprietorship or company with fewer than ten (10) employees or (2) monday.com does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. monday.com acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
16. Certification Regarding Boycotting Firearm and Ammunition Industries. Pursuant to Chapter 2274, Texas Government Code, monday.com certifies that either (1) monday.com is a sole proprietorship or company with fewer than ten (10) employees or (2) monday.com does not currently boycott firearm and ammunition industries; and will not boycott firearm and

ammunition industries during the Term of this Agreement. monday.com acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

17. Certification regarding Boycotting Israel. Pursuant to Chapter 2271, Texas Government Code, monday.com certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. monday.com acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
18. Force Majeure. Section 22.2 of the Terms are hereby deleted in their entirety and restated as follows: "Neither us nor you will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks (provided that monday.com takes reasonable and industry standard measures to prevent such attacks), interruption or failure of the Internet or any utility service that could not be avoided by procuring more reliable Internet or utility service or a back-up service in the event of an outage of one provider, short-term failures in third-party hosting services that could not be avoided by procuring alternative hosting services, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action."
19. Information Security. monday.com will adhere to its Information Security policy, attached herein.
20. Insurance. Monday.com shall adhere to the insurance requirements in Exhibit A.

IN WITNESS WHEREOF, the Parties have duly executed this Addendum as of the date indicated below.

DocuSigned by:
C87E8031F8C0426...

monday.com Ltd.

Name: Eliran Glazer

Title: CFO

Date: 5/18/2023

Name: Josh Schroeder

Title: Mayor

Date: 06/13/2023

approved by legal
monday.com
approved by legal

EXHIBIT A

INSURANCE REQUIREMENTS

I. Vendor 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 except the Professional Liability, Vendor'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 Vendor's insurance and shall not contribute to it. No term or provision of the indemnification provided by Vendor 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, upon written request, to the City's Representative.

III. General Requirements Applicable to All Policies.
   A. "Claims made" policies are not accepted, except for Professional and Cyber Liability insurance.
   D. Where coverage is suspended, voided, canceled, or reduced in coverage or in limits Vendor shall provide thirty (30) calendar days prior written notice 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. All endorsements and coverages are included according to the requirements of this Agreement
      2. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
   F. The City of Georgetown, its officials, employees, and 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 for bodily injury and property damage with a $2,000,000 aggregate limit.
   C. 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.

D. 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 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 Vendor, 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 (Vendor'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, Vendors and subconsultants must use that portion of the form whereby the hiring Vendor 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 Vendor 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 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. Financial statements shall be furnished to the City upon request.
   C. For "claims made" policies, Vendor shall keep and renew the policy or otherwise purchase a 24-month extended reporting period . The retroactive date shall be shown on the certificate of liability insurance.

MONDAY.COM INFORMATION SECURITY

1. Definitions

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in monday.com Terms of Services or the definitive agreement signed between monday.com and Customer, including its appendices, governing the Services (collectively, the "**Agreement**").

"**Security Standards**" means the standards outlined in this document.

"**Data Protection Laws**" means all privacy and data protection laws and regulations, including such laws and regulations of the European Union, the European Economic Area and their Member States, Switzerland, the United Kingdom and the United States of America, applicable to the processing of personal data, under the Agreement.

"**Systems**" means monday.com information systems, containing Customer Data.

2. Information Security Program.

2.1. Information Security Management System (ISMS). monday.com implements a formal ISMS with accordance to the ISO 27001 standard. Information security policies are assigned to a designated employee and are reviewed at least annually or following a material change.

2.2. Risk Assessment. monday.com conducts information security risk assessment in order to review the risks to the confidentiality, integrity and availability of its information systems, at least annually.

2.3. External Control Audits. monday.com undergoes an industry-recognized external control audit, including SOC 1 Type II/SOC 2 Type II (or an equivalent thereof), as performed by an independent third party at least annually, covering monday.com's Service. monday.com will make such reports available to Customer upon request, subject to confidentiality undertakings.

3. Security Team. monday.com has designated a security team that is responsible for the development and implementation of its security program, in alignment with these Security Standards and with law applicable to monday.com.

4. Data Retention, Deletion and Export.

4.1. Retention. monday.com will retain Customer Data until its deletion is requested by Customer, in accordance with Section 4.2 (Deletion).

4.2. Deletion.

4.2.1. monday.com provides means through its Service's user interface for the deletion of Customer Data. Deletion may be performed during the term of the Agreement, or otherwise as part of the account closure procedure and following contract termination. Upon such deletion request, Customer Data will be deleted within 90 days using industry standard methods as provided by monday.com's cloud computing providers.

4.2.2. If Customer opts to retain its Customer Data following contract termination, monday.com reserves the right to delete such Customer Data with or without prior notice.

4.3. Export. monday.com provides means through its Service's user interface for the export of Customer Data in a standard data format.

5. Data Segregation. monday.com ensures the physical or logical separation of Customer Data from non-Customer Data.

6. Encryption.

6.1. Data in Transit. monday.com encrypts all Customer Data transferred across open networks using TLS 1.2 or higher.

6.2. Data at Rest. monday.com encrypts all Customer Data at rest using AES-256, including backups (see Section 6 (Backups and Disaster Recovery)).

6.3. Key Management.

6.3.1. Storage. monday.com uses its cloud computing providers' solutions that are certified against the U.S. Federal Information Processing Standard (FIPS) Publication (PUB) 140-2 Security Requirements for Cryptographic Modules Security Level 2 requirements, or successor standard, and verifies

that the encryption keys are stored such that the system hosting or storing the encrypted files does not have access to the key material used for encryption.

6.3.2. Rotation. monday.com rotates its encryption keys at least annually.

7. Hardening. monday.com' implements hardening procedures and baseline configurations for the Systems in alignment with standard industry practices, such as CIS standard.

8. Endpoints.

8.1. Encryption. Workstations issued to monday.com personnel are configured to encrypt data at rest.

8.2. Anti-malware. Workstations issued to monday.com personnel are protected using a centrally managed, regularly updated anti-malware solution.

8.3. Idle Lock. Workstations issued to monday.com personnel are configured with lock screen timeout of no more than ten (10) minutes.

9. Physical Media. monday.com does not store Customer Data in paper form or on mobile devices – including smartphones, thumb drives, external hard drives, etc.

10. Security Testing.

10.1. Penetration Testing. monday.com regularly undergoes penetration testing, as performed by an independent third party, at least annually. The executive summaries of such tests will be made available to Customer upon request, subject to confidentiality undertakings.

10.2. Bug Bounty. monday.com maintains a bug bounty program whereby security researchers disclose to monday.com vulnerabilities identified within the Service.

10.3. Dynamic Application Security Testing (DAST). monday.com regularly performs DAST against the Service, at least on a biweekly basis. The executive summaries of such tests will be made available to Customer upon reasonable request.

10.4. Security Testing by Customer. monday.com enables Customer to reasonably conduct security testing against the Service upon prior written coordination and agreement on the scope of such testing (no more than once a year). Any results shall be made available to monday.com.

11. Vulnerability Management.

11.1. Assessment. monday.com assesses all security findings derived from the security testing means listed under Section 10 (Security Testing) based on its evaluation of their impact on the confidentiality, integrity and availability of the Service and of

Customer Data, with consideration for the finding's severity rating as determined by the Common Vulnerability Scoring System (CVSS).

11.2. Mitigation and Software Patching.

11.2.1. Critical Severity. monday.com will implement a mitigation strategy designed to resolve critical severity vulnerabilities within no more than three (3) days after having become aware of such vulnerability.

11.2.2. High Severity. monday.com will implement a mitigation strategy designed to resolve high severity vulnerabilities within no more than seven (7) days after having become aware of such vulnerability.

11.2.3. Medium Severity. monday.com will implement a mitigation strategy designed to resolve medium severity vulnerabilities within no more than ninety (90) days after having become aware of such vulnerability.

11.2.4. Low Severity. monday.com will implement a mitigation strategy designed to resolve low severity vulnerabilities on an ad hoc basis.

12. Network Monitoring. Intrusion detection systems are placed on inbound and outbound traffic within the Systems. monday.com maintains a centralized Security Information and Event Management (SIEM) solution to identify events in the Systems which may pose risk to the confidentiality and integrity of Customer Data. Security events are regularly reviewed and addressed in accordance with their severity.

13. Human Resources.

13.1. Background Checks. monday.com carries out comprehensive screening of all its personnel in accordance with industry standards and in alignment with applicable laws and regulations, prior to initiation of employment.

13.2. Confidentiality Undertakings. All of monday.com's personnel execute a confidentiality undertaking as part of their employment agreement.

13.3. Disciplinary Procedure. monday.com maintains and communicates to all of its personnel a formal disciplinary procedure for violations of company policies.

13.4. Awareness and Education. monday.com conducts regular training to all of its personnel and to relevant third-party contractors regarding privacy and information security related issues. Training is provided upon initiation of employment and on an ongoing basis, at least annually.

14. Access Control.

14.1. Provisioning and Deprovisioning. monday.com implements an access management program that is designed to ensure that the access to its Systems is granted based

on a "need-to-know" basis and is revoked in a timely manner following termination of employment or change in employment of monday.com personnel. Access to the Systems is reviewed on a quarterly basis to ensure that all existing access is appropriate.

14.2. Credentials. monday.com enforces the following password policy on its personnel:

14.2.1. Complexity. Passwords shall be at least 12 characters in length and shall contain characters from no less than three of the following four categories: uppercase letters, lowercase letters, numeric (0-9), and special (!@#$%^&*).

14.2.2. Storage. Login credentials shall only be stored within the organizational secure secrets storage solution.

14.2.3. Rotation. Passwords of Systems are rotated every three hundred and sixty-five (365) days.

14.2.4. Default Credentials. Any default credentials must be changed upon initial use.

14.3. Multi-Factor Authentication (MFA). MFA is enforced on the Systems.

15. Backups and Disaster Recovery.

15.1. Incremental Backups. monday.com creates incremental backups of Customer Data no less than every one (1) hour.

15.2. Daily Backups. monday.com creates full backups of Customer Data no less than every twenty-four (24) hours. Backup copies are retained for no less than twenty-five (25) days.

15.3. Disaster Recovery. monday.com maintains a Disaster Recovery Plan, aimed to provide for continued operation in the event of a catastrophic event affecting the Systems. monday.com evaluates its disaster recovery capabilities every six (6) months.

16. Security Incidents. Unless mutually agreed otherwise in the Agreement, monday.com maintains security incident management policies and procedures and, to the extent required under applicable Data Protection Laws, shall notify Customer, within no more than seventy-two (72) hours after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data processed on behalf of the Customer, including personal data transmitted, stored or otherwise processed by processor or its sub-processors of which monday.com becomes aware (a "**Data Incident**"). monday.com shall make reasonable efforts to identify the cause of such Data Incident and take those steps as monday.com deems necessary and reasonable in order to remediate the cause of such a Data Incident to the extent the remediation is within monday.com's

reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users.

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!®*, a menu-driven database system. The INTERNET address GSA *Advantage!®* is: GSAAdvantage.gov.

SCHEDULE TITLE: Federal Supply Schedule 70 – General Purpose Commercial Information Technology Equipment, Software, and Services

FSC Group, Part, and Section or Standard Industrial Group (as applicable): FSC Group 70

SPECIAL ITEM NUMBER 511210 - SOFTWARE LICENSES

Software Licenses Includes both term and perpetual software licenses and maintenance

SPECIAL ITEM NUMBER 54151- Software Maintenance Services

Software Maintenance Services Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

FSC Class(es)/Product code(s) and/or Service Codes (as applicable):
- Ancillary Financial Systems Software
- Application Software
- Communications Software
- Core Financial Management Software
- Electronic Commerce (EC) Software
- Large Scale Computers
- Microcomputers
- Operating System Software
- Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information.
- Utility Software

CONTRACT NUMBER: GS-35F-153GA

CONTRACT PERIOD: December 27, 2021 through December 28, 2026

For more information on ordering from Federal Supply go to this website: www.gsa.gov/schedules

CONTRACTOR:

STONS,INC.
2035 State route 27, Suite 1010
Edison, NJ 08817
Phone: (646) 875-5499;

Fax: (646) 839-2727 Email:
amir.shalev@stons.biz
www.stons.biz

CONTRACTOR'S ADMINISTRATION SOURCE: Amir Shalev, CEO
Phone: (646) 875-5499
Fax: (646) 839-2727
Email: amir.shalev@stons.biz

BUSINESS SIZE: Large

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	DESCRIPTION
511210	SOFTWARE LICENSES
54151.	Software maintenance services

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:
(Government net price based on a unit of one)

SIN	MODEL NUMBER	LOWEST PRICED
511210	E06KVLL	$.08

1c. NOT APPLICABLE

2. MAXIMUM ORDER*: $500,000

3. MINIMUM ORDER: $100

4. GEOGRAPHIC COVERAGE: Domestic, 48 Contiguous states, Washington, DC

5. POINT(S) OF PRODUCTION: Edison, NJ

6. DISCOUNT FROM LIST PRICES: Prices Shown Herein are Net (discount deducted)

7. QUANTITY DISCOUNT(S): N/A

8. PROMPT PAYMENT TERMS: 0.1% 15 day, Net 30 days; 0.2% 7 day, Net 30 days **9.a**

Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.

10. FOREIGN ITEMS: N/A

11a. TIME OF DELIVERY: SIN 511210 = 30 DAYS ARO

11b. EXPEDITED DELIVERY: Contact Contractor

11c. OVERNIGHT AND 2-DAY DELIVERY: Contact Contractor

GSA Schedule
Contract GS-35F-153GA

12. FOB POINT: Destination

13a. ORDERING ADDRESS: Same as contractor

13b. ORDERING PROCEDURES: Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).

14. PAYMENT ADDRESS: Same as contractor

15. WARRANTY PROVISION: Standard Commercial Warranty.

16. EXPORT PACKING CHARGES: Not applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: (any thresholds above the micro-purchase level) Contact Contractor

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IFAPPLICABLE): N/A

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): as applicable

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTSPRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 Compliance for Electronic and Information Technology (EIT): N/A

25. UEI NUMBER: E5GCV3QWQ459

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARDMANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database.

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 13234) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

NOTE: The Transactional Data Reporting (TDR) Rule requires vendors to electronically report the price the federal government paid for an item or service purchased through GSA acquisition vehicles. The TDR PILOT APPLIES TO THIS SIN. If a TDR covered SIN(s) is included on a contract or offer with non-TDR SIN(s), then the entire contract is subject to TDR and the Price Reduction Clause (PRC) and Commercial Sales Practice (CSP) requirements are removed for the entire contract. However, the TDR clause does not exempt the contractor from existing reporting requirements found elsewhere in the contract.

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

b. Unless IBM specifies otherwise, the following warranties apply only in the country of acquisition. The warranty for an IBM Program is stated in its license agreement. IBM warrants it provides IBM Software Subscription and Support, Selected Support and Appliance Services using reasonable care and skill. IBM warrants that a Machine Component of an Appliance used in its specified operating environment conforms to its official published specifications. The warranty period for an IBM Machine Component of an Appliance is a fixed period commencing on its date of installation (also called "Warranty Start Date") specified in a TD. If a Machine Component does not function as warranted during the warranty period and IBM is unable to either i) make it do so or ii) replace it with one that is at least functionally equivalent, Client may return it to the party from whom Client acquired it for a refund.

c. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular least 60 days must be given in accordance with FAR 12.404(b)(2)

d. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 1-800-426-7378 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from Mon - Fri 8:00 - 17:00 EST

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

_____ 1. Software Maintenance as a Product (SIN 511210)

Includes both term and perpetual software licenses and maintenance

Software Maintenance as a product is billed at the time of purchase.

X 2. Software Maintenance Services (SIN 54151)

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324).
PROMPT PAYMENT DISCOUNT, IF APPLICABLE,SHALL BE SHOWNON THE INVOICE.

6. UTILIZATION LIMITATIONS - (SIN 511210, AND SIN 54151)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a
cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) it's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter,

retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) a

's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup

computer when the primary computer is inoperative; to copy computer programs for safekeeping (a) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

"Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this

clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

7. SOFTWARE CONVERSIONS - (SIN 511210)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (511210), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

9. RIGHT-TO-COPY PRICING The Contractor shall

insert the discounted pricing for right-to-copy licenses = None

USACOMMITMENTTOPROMOTE SMALLBUSINESSPARTICIPATION PROCUREMENTPROGRAMS

PREAMBLE

(STONS, INC.) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact: Company Point of contact: Amir Shalev phone number: (646) 875-5499 e-mail address: amir.shalev@stons.biz fax number: (646) 839-2727

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity	Date	Contractor	Date

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

****

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

x The customer identifies their requirements.

xFederal Supply Schedule Contractors may individually meet the customers needs, or x Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement. x Customers make a best value selection.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/05/2023

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

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

PRODUCER
Howden insurance brokers
35 Efal Street
Petach Tikva 4951132
Israel

CONTACT NAME: Mirelle Beck
PHONE (A/C, No, Ext): +972-54-4540775 FAX (A/C, No):
E-MAIL ADDRESS: Mirelleb@howden.co.il

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Monday.com LTD
Yitzchak Sadeh 6 Tel Aviv
Israel

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY / PRO-JECT / LOC						Product Liability	$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	PI, Media liability, Cyber & Breach of privacy	+	+	FN2208064	11.06.2022	11.05.2023	EACH OCCURRENCE :$5,000,000 GENERAL AGGREGATE: $5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Policy includes a cancellation clause with 60 days written notice.

CERTIFICATE HOLDER
City of Georgetown
PO Box 409
Georgetown,
TX 78627

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Clear All

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:
2023-1009491

Date Filed:
04/19/2023

Date Acknowledged:
6/2/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

monday.com Ltd
Tel Aviv Tel Aviv Israel

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.

xx-xxxx-xx 23-0154-LA
Work Management Platform

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 Eliran Glazer, and my date of birth is _____.

My address is 6 Yitzhak Sadeh (street), Tel Aviv (city), _____ (state), 6777506 (zip code), Israel (country).

I declare under penalty of perjury that the foregoing is true and correct. 4/20/2023

Executed in _____ County, State of _____, on the _____ day of _____ (month), 20_____ (year).

DocuSigned by:
C67E8031F8C0420...

Signature of authorized agent of contracting business entity
(Declarant)

monday.com
6 Yitzhak Sadeh St., Tel-Aviv, Israel
6777506, Israel

Valid through: 06/30/2026
Proposed by: David Soucie
Email: davidso@monday.com
Quote number: Q-248741

Order form

Address Information

Bill To:
City of Georgetown
808 Martin Luther King Jr St
Georgetown, Texas
78626
United States

Ship To:
City of Georgetown
808 Martin Luther King Jr St
Georgetown, Texas
78626
United States

Billing company name: City of Georgetown
Billing contact name: Chris Bryce
Billing email address: ap@georgetown.org

Tax/GST number: not applicable / exempt
Billing language: English

Terms and conditions

Contract start date: 06/19/2026
Contract end date: 06/18/2029
Billing frequency: Yearly
Currency: USD

Payment terms: Net 45

monday.com

Recurring Products

Product	Tier	Start Date	End Date	Quantity	List Price	Discount	Net Price
monday work management	Enterprise	Jun 19, 2026	Jun 18, 2029	400 Seats	USD 52.00	23.67%	USD 571,536.00
						Total List Price	**USD 748,800.00**
						Discount %	**23.67%**
						Total Price	**USD 571,536.00**

Payment Schedule

Invoice	Payment Number	Amount	Payment Date (from invoice issuance date)
1	1	USD 190,512.00	Net + 45 (est. 2026-08-03)
2	2	USD 190,512.00	Net + 45 (est. 2027-08-03)
3	3	USD 190,512.00	Net + 45 (est. 2028-08-02)

Legal & Finance

Payment terms: Net 45. Unless otherwise set forth in this Sales Order, all fees hereunder shall be billed upon execution of this Sales Order.

Split Invoices. Fees under this Sales Order (or under any subsequent Sales Order during the subscription period) related to items which are designated as Recurring in the Recurring Products table herein and for which Customer has purchased more than an annual subscription shall be invoiced annually (or pro-rata portion of the annual fees if an invoice is for a period of less than 12 months) in accordance with the following schedule; provided that each invoice is for an amount equal to or greater than $5K USD (or an equivalent amount) and/or for a period equal to or greater than three (3) months ("Split Invoice Threshold"). In event that an invoice for the respective annual period would be lower than the Split Invoice Threshold, then such amount shall be added to the immediately preceding prior annual invoice which satisfies the Split Invoice Threshold. All other fees under this Sales Order (if any) will be invoiced with the first annual invoice unless otherwise set forth in this Sales Order.

If you require a purchase order number to be quoted on the invoice, please provide such number before or upon execution of this Sales Order; but note that this will not delay the issuance of the invoice or otherwise change the payments due dates.

Please confirm your point of contact to which invoices should be sent (preferably, an accounts payable email address).

Taxes. This Sales Order does not reflect any applicable taxes that may arise as a result of this Sales Order. If monday.com is registered to collect and remit such applicable taxes (e.g. sales tax, VAT, etc.) monday.com will set forth such taxes in the applicable invoice related to this Sales Order. Customer hereby acknowledges and agrees that the shipping and billing information set forth in this Sales Order may be relied upon by monday.com for purposes of calculating such taxes.

*If you are exempt from paying sales tax please provide a valid tax exemption certificate.

Fees. Except as explicitly set forth under this Sales Order or the Agreement (as such term is defined below), the fees under this Sales Order are non-cancelable and non-refundable. Any discounts specified under this Sales Order are given solely for this Sales Order and unless specifically agreed in writing otherwise shall not apply for any future orders, including renewals, expansions or upgrades.

Governing Terms. This Sales Order for the monday.com services described hereunder ("Services") is issued under and shall be governed by monday.com's Terms of Service available at: https://monday.com/terms/tos ("Terms") and any addendum thereto entered into by the customer identified hereunder ("Customer") and monday.com ("Addendum"); however, if a SaaS agreement was signed by the parties in respect of the Service ("SaaS Agreement") then the engagement hereunder (including, unless expressly stated otherwise, any expansions, upgrades or subsequent renewals) shall be governed by the SaaS Agreement (the SaaS Agreement, Terms and Addendum, as applicable, shall be referred to as "Agreement").

Governing Law and Jurisdiction: Notwithstanding anything to the contrary in the Agreement, the Governing Law shall be of the State of New York, USA, and the jurisdiction shall be the courts of New York, New York, USA.

Addendum to the Terms: Notwithstanding anything to the contrary hereunder, the parties acknowledge and agree that this Sales Order is governed by the Terms as amended by the Addendum to the monday.com Terms of Service entered into by and between monday.com Ltd. and City of Georgetown dated June 19, 2023 As amended on 2024-01-16.

Additional Services

Specific Services Terms. Some Services and the provision thereof as identified in the relevant Services when enabling such Services and/or as designated on the Specific Services Terms available at: https://monday.com/l/legal/sst/ ("Specific Services Terms") are subject to such Specific Services Terms which are specific to such Services, notwithstanding anything to the contrary under the Agreement.

Additional Services Terms. Services which are Additional Services and the provision of such Additional Services identified in this Sales Order (and any future purchases of Additional Services) which may include Professional Services, Consulting Services, Onboarding Services, Implementation Service, Technical Services, Premium Support Services, and/or such other additional services as identified in monday.com's Additional Services Terms available at: https://monday.com/l/legal/monday-com-additional-services-terms/ ("Additional Services" and "Additional Services Terms" respectively) shall be governed by such Additional Services Terms, notwithstanding anything to the contrary under the Agreement. Additional Services may be performed by monday.com or by a third party on its behalf, as determined by monday.com in its sole discretion, and accordingly, such third parties shall be considered sub-processors of monday.com for the purpose of performing such Additional Services to Customer.

Full Name: _____

Title: _____

Date of Signature: _____

Signature: _____

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
RVI Planning Consulting Agreement

SUGGESTED ACTION:
Consideration and possible action to approve Contract #26-0313-CC with RVI Planning & Landscape Architecture for PUD and Special District Application Reviews for an annual amount of $65,000 and to authorize the City Manager to execute renewal of the agreement for one additional year term under the same terms and conditions for a total 2 year contract not to exceed $130,000.00 -- Edgar Garcia, Planning Director

ITEM SUMMARY:
Approval of a one-year consulting services agreement with RVi Planning + Landscape Architecture for development review and planning consulting services, including review of Planned Unit Development (PUD) and Special District applications, in an amount not to exceed $130,000.00.

FINANCIAL IMPACT:
Funds for the expenditure are budgeted in the General Fund - Planning Consulting - Other Spend Category.

SUBMITTED BY:
Anish Dsouza, Planning Department

ATTACHMENTS:
CC07142026 26-0313-CC RVi Planning Landscape Architecture.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 the **RVi Planning + Landscape Architecture** ("Consultant" or "RVi") and the **City of Georgetown, Texas** ("City").

1. **Scope of Services.** Consultant agrees to provide planning services as further described in **Exhibit A**, which is attached and incorporated herein. Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph four of this Agreement shall be made and approved by the City prior to the Consultant providing such services, or the right to payment for such additional services shall be **waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Agreement, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

2. **Supplement 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 of this Agreement shall prevail.

4. **Total Compensation.** The total compensation paid by the City to the Consultant, including expenses, under this Agreement for the initial term shall not exceed sixty-five thousand dollars ($65,000). Total compensation under this Agreement, including any renewal terms, shall not exceed one hundred and thirty thousand dollars ($130,000). Payment will be made in accordance with **Exhibit C**, which is attached and incorporated herein.

5. **Term.** This Agreement shall become effective on the date signed by the City. The initial term of the Agreement is for one-year, with the option to renew for one (1) additional renewal term on the same terms and conditions. Any renewal must be in writing and executed by the 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.** 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 polices, limits and endorsements required are set forth in **Exhibit D**. Consultants insurance certificate satisfying the City insurance requirements is attached as **Exhibit E**.

8. **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.

9. **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.

10. **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.

11. **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. Consultant 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 Consultant within thirty days after 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 this 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, 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.

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 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.

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 the Consultant 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 Consultant:

RVi Planning + Landscape Architecture
ATTN: Tim Bargainer
Senior Vice President of Public Markets
1611 West 5th Street | Suite 175
Austin, TX 78703
tbargainer@rviplanning.com

With a copy to:

RVi Planning + Landscape Architecture
ATTN: Legal Department
Two Towne Square Suite 700
Southfield, MI 48076

legal@atwell.com

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. 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.

18. **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.

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.** 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.

21. **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.

22. **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.

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, 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.

24. **Consultant Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Consultant certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees, or (2) it does not currently boycott Israel and will not boycott Israel during the term of this Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

25. **Consultant Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies Consultant is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

26. **Consultant Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Consultant certifies that either (1) Consultant is a sole proprietorship or company with fewer than ten (10) employees or (2) Consultant does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. **Consultant Certification Regarding Boycotting Firearm And Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Consultant certifies that either (1) Consultant is a sole proprietorship or company with fewer than ten (10) employees or (2) Consultant does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

28. **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.

29. **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.

30. **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.

31. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant.

32. **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.

List of Exhibits

A. Scope of Services
B. Supplemental Provisions
C. Payment Schedule
D. Insurance Requirements
E. Certificates of Insurance

[*signatures on the following page*]

CITY OF GEORGETOWN

By:

Name:

Date:

CONSULTANT

By:

Tim Bargainer
Senior Vice President of Public Markets

Date: 07.07.26

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

SCOPE OF SERVICES

The Consultant shall provide the following Services to the City.

1.1 **Development Review and Consultation Services**

RVi Planning + Landscape Architecture (RVi) will provide planning services to the City as needed for review of Planned Unit Development (PUD) applications and special district applications. As directed by the City, RVi shall provide the following services for assigned PUD or special district applications: **Project Management: RVi, will provide the following project management activities:**

a. Project administration including progress reports, invoicing, and budget management.

b. Project management/coordination meetings with the City and City representatives. Schedule to be set as part of project kick off meeting.

c. Project kick-off meeting with City staff to review concept plan, share summary of meetings with the university leading to submittal, establish a coordination schedule, and establish project priorities for the PUD or special district application.

d. Transmittal of meeting minutes and communication of action items through calendar appointments.

2. **Meetings**: At the request of the City, RVi will attend the following types of meetings:

a. Pre-application meetings

b. Site visits for project understanding

c. Development application review meeting between project stakeholders

3. **Application Analysis**: Once the PUD or special district application has been submitted to the City, it will be routed for review and analysis to RVi. This process includes:

a. Preparation of review comments for the initial PUD or special district application and subsequent submittals. Comments should include the following:

i. Review of the PUD or special district application to identify which aspects of the project meet minimum UDC requirements, exceed minimum UDC requirements, and do not meet minimum UDC requirements.

ii. Recommendations for best practices to include in the PUD or special district application.

iii. Recommendation to City staff on comments to send to applicant based on review of UDC, best planning practices, discussion with city staff and project priorities identified in kick-off meeting.

b. Review of applications will be completed within 4 weeks for initial submittals, 3 weeks for the first re-submittal, 2 weeks for the second re-submittal and 1 week for any additional re-submittals.

4. **Supplementary and Supportive Services:** The following will be performed as requested on a as needed basis and depending on the steps and standards of the selected entitlement process.

a. Communication and collaboration with development applicants regarding City regulations, polices, processes, ordinances and relevant master plans related to future submittals and general planning and land development.

b. Attendance at community meetings to serve as a liaison for the City and to provide applicable information about relevant laws, local development regulations, City polices, processes, ordinances, and master plans for participants and the general public.

c. Attend and participate in City's existing Technical Review Committee to discuss applications and proposals with various City departments and stakeholder agencies.

d. Prepare staff reports and required information required for Planning and Zoning Commission and City Council hearings.

e. Development and actuation of presentations for Planning and Zoning Commission and City Council Hearings.

5. Additional Services

a. Identified services shown below are not included in the items listed above. If needed, RVi will perform these services after submittal of a draft scope and fee to the City for approval and notice to proceed.

i. Visual exhibits including visualizations, plans, renderings, or 3D models.

ii. Specialized data analysis and reports in preparation for hearings and decision-making bodies.

iii. Scoping work and performing work for corridor studies, comprehensive plans, and code revisions.

EXHIBIT B

SUPPLEMENTAL PROVISIONS

N/A

EXHIBIT C

PAYMENT TERMS

Compensation is based on ***actual*** hours of work/time devoted to providing the described services. The Consultant will be paid at the rates shown below for services provided. The total payment for all invoices for these services, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 4 of this Agreement.

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.

In addition, the City will reimburse the Consultant for actual, non-salary expenses that have been approved by the City in advance. Reimbursement for expenses shall be at the rate incurred by the Consultant.

Consultant Hourly Rates:

Principal	$220.00 - $300.00
Associate Principal	$190.00 - $275.00
Practice Director	$160.00 - $275.00
Project Director	$150.00 - $250.00
Project Manager	$140.00 - $250.00
Landscape Architect (PLA)/Planner (AICP)	$150.00 - $225.00
Designer/Planner/Intern	$90.00 - $205.00
Technical, Administrative	$80.00 - $175.00

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 subconsultant's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or

her own policy and a coverage agreement is used, Consultants and subconsultants *must* use that portion of the form whereby the hiring Consultant agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Consultant may not be used.

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

1. Employer's Liability limits of $1,000,000 for each accident is required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VIII. **Professional Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City upon request.
C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

EXHIBIT E

CERTIFICATE OF INSURANCE

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
Second Reading - 2025-8-ANX - 3500 FM 971

SUGGESTED ACTION:
Second 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 CC2.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 ACRES, 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 July 14, 2026; 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 ---, as it is adjacent to Council District --- 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

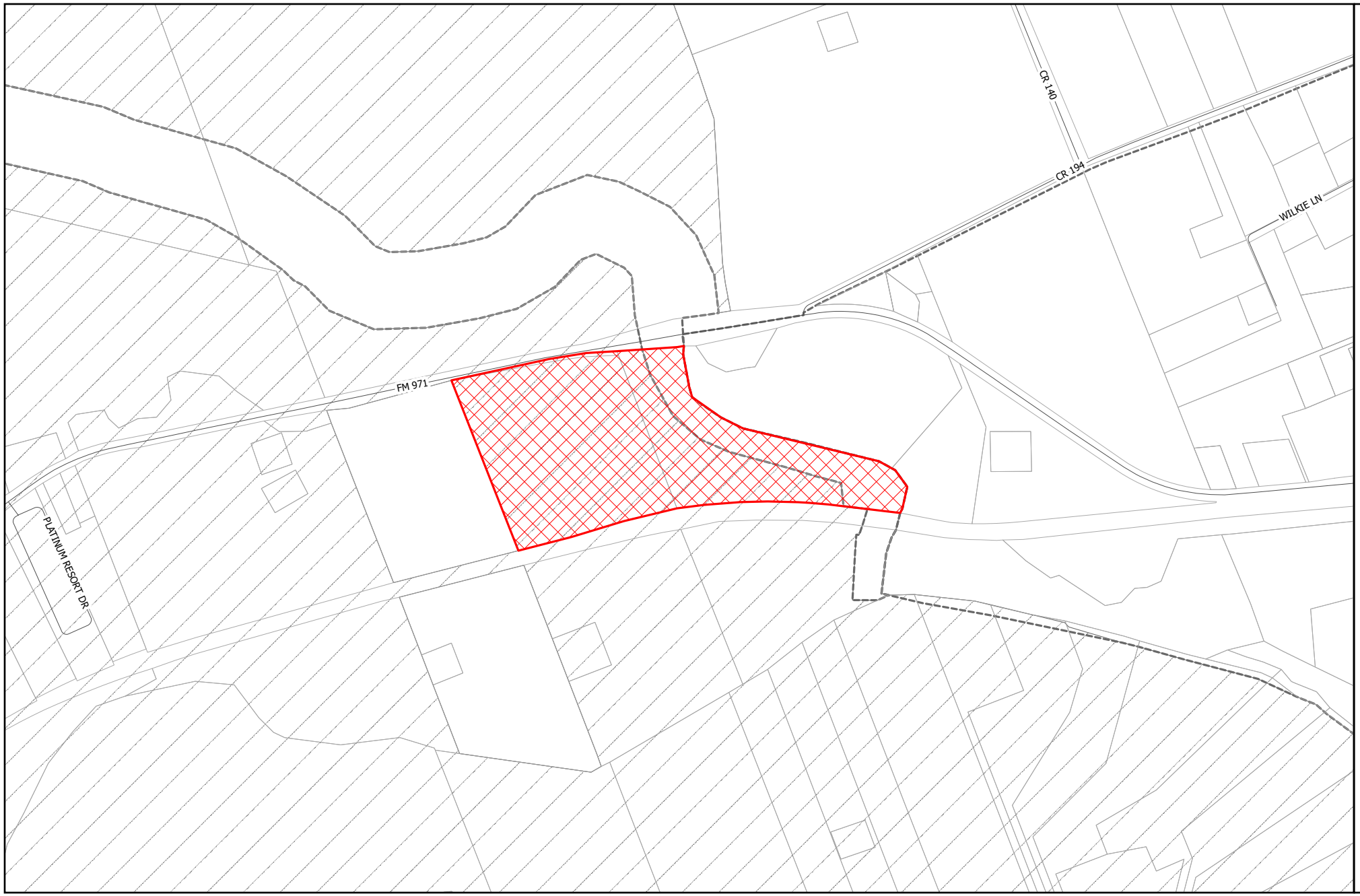
ATTEST:

_____
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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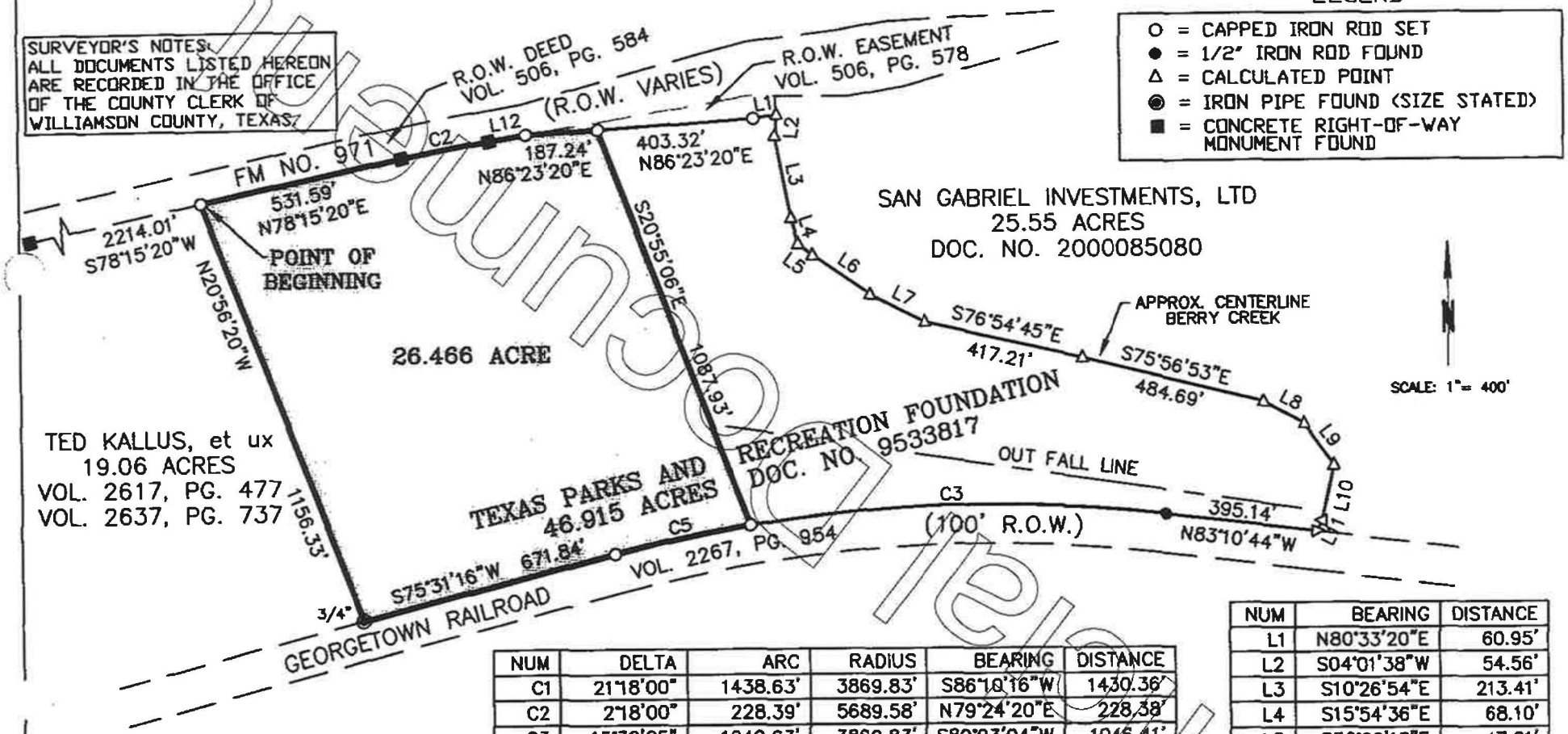
SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

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

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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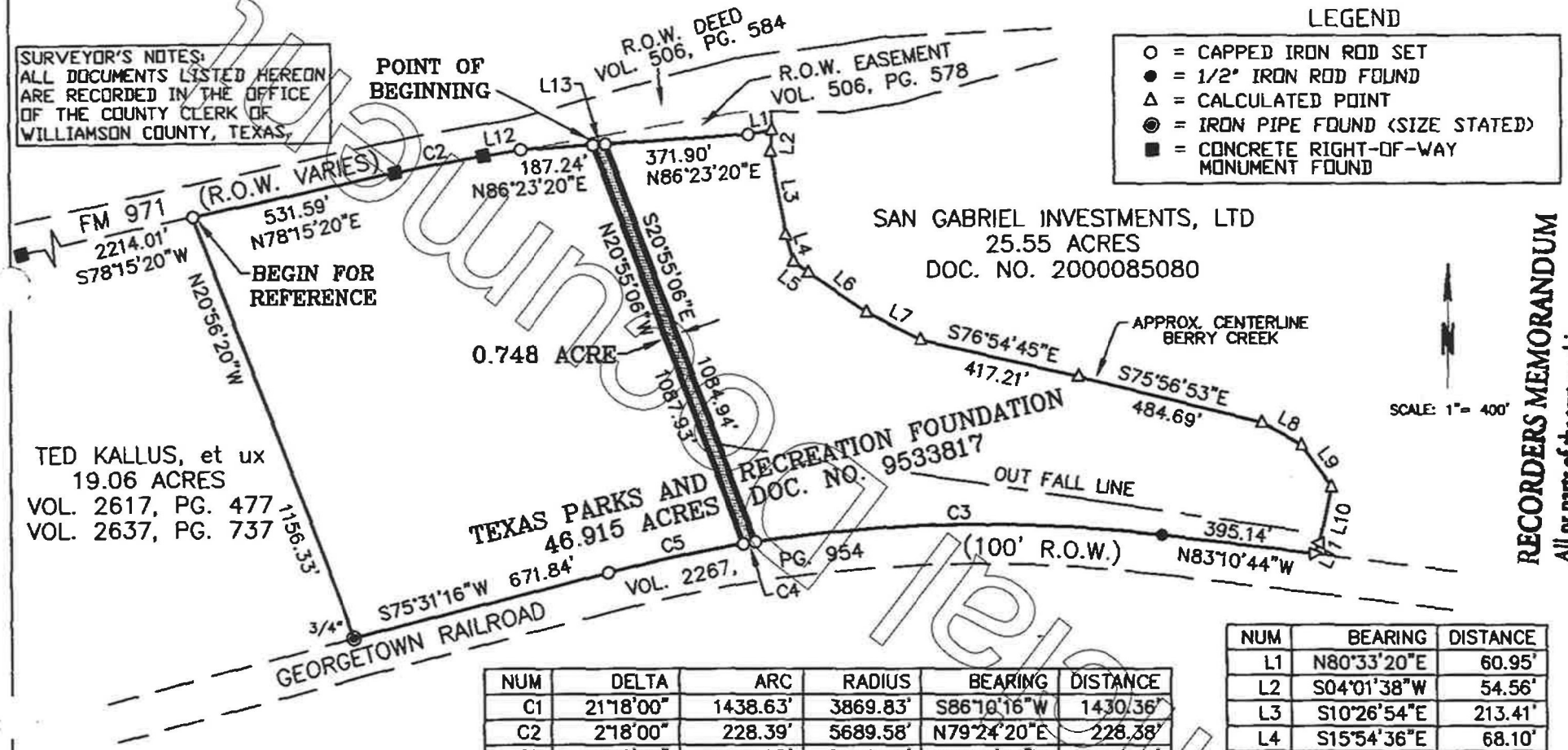
SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

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

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

DIAMOND SURVEYING, INC.
516 LEANDER ROAD, GEORGETOWN, TX 78626
(512) 931-3100

SHEET 1 OF 1

Unofficial Document

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;

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;

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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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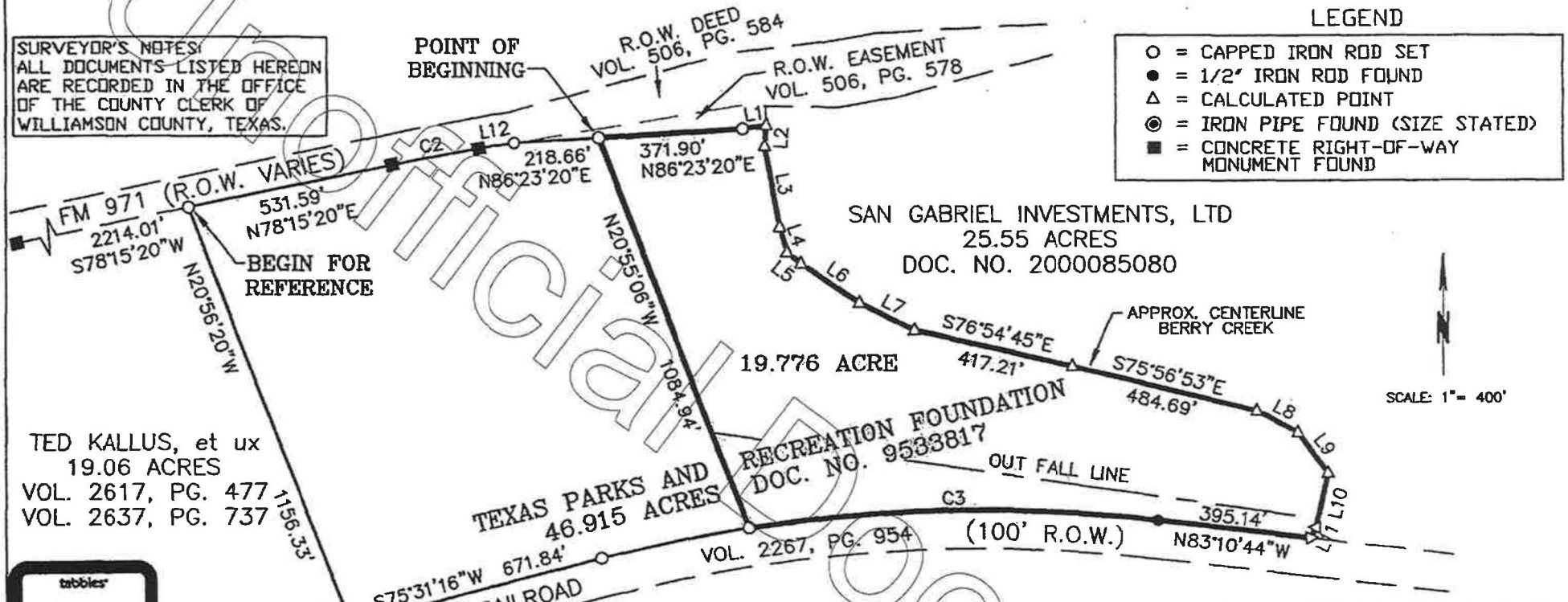
SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

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

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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

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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
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- ● = 1/2" IRON ROD FOUND
- △ = CALCULATED POINT
- ◉ = IRON PIPE FOUND (SIZE STATED)
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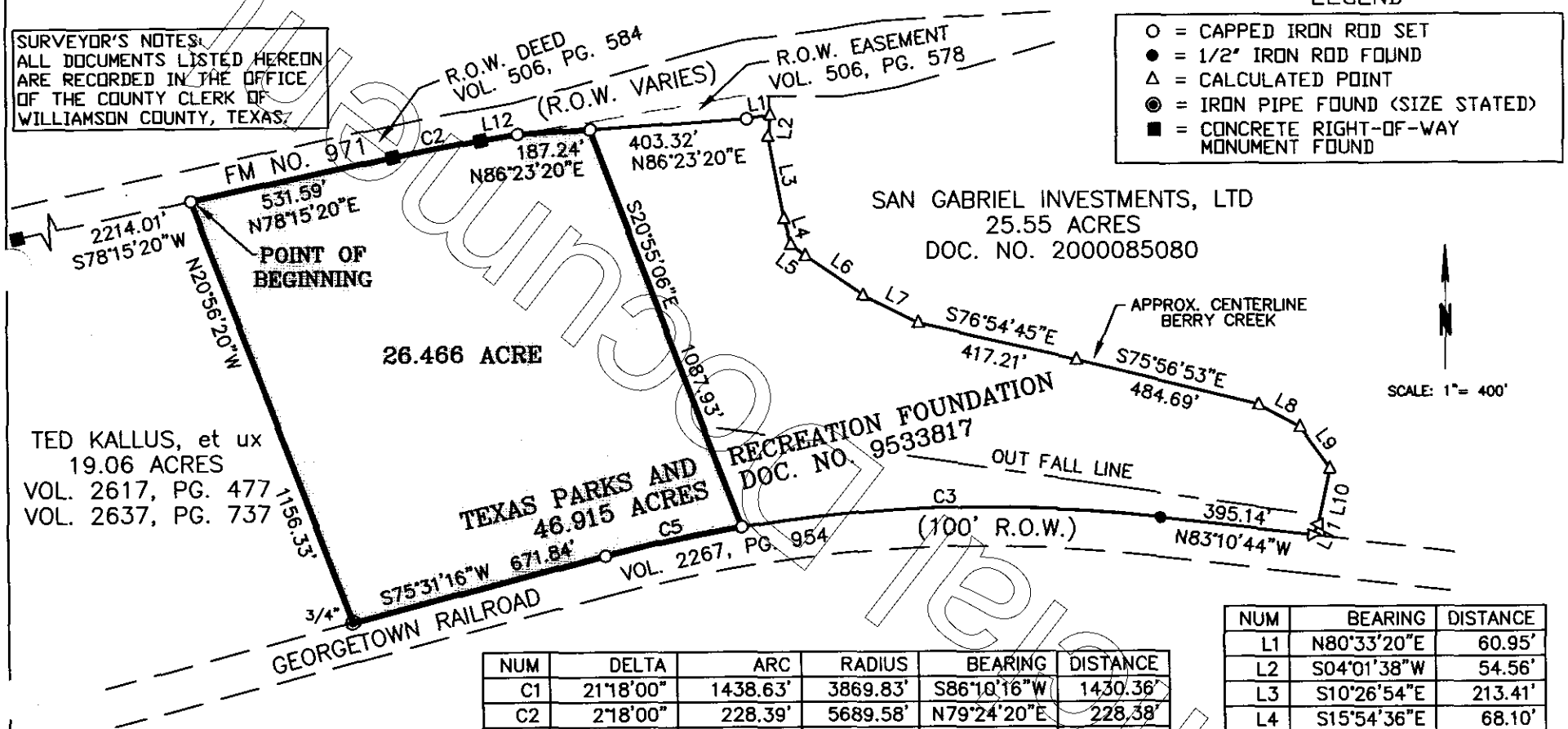

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C3	15°32'25"	1049.63'	3869.83'	S89°03'04"W	1046.41'
C4	0°27'14"	30.67'	3869.83'	S81°03'13"W	30.67'
C5	5°18'19"	358.33'	3869.83'	S78°10'26"W	358.21'

NUM	BEARING	DISTANCE
L1	N80°33'20"E	60.95'
L2	S04°01'38"W	54.56'
L3	S10°26'54"E	213.41'
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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.
316 LEANDER ROAD, GEORGETOWN, TX 78626
(512) 931-3100

STATE OF TEXAS
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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.

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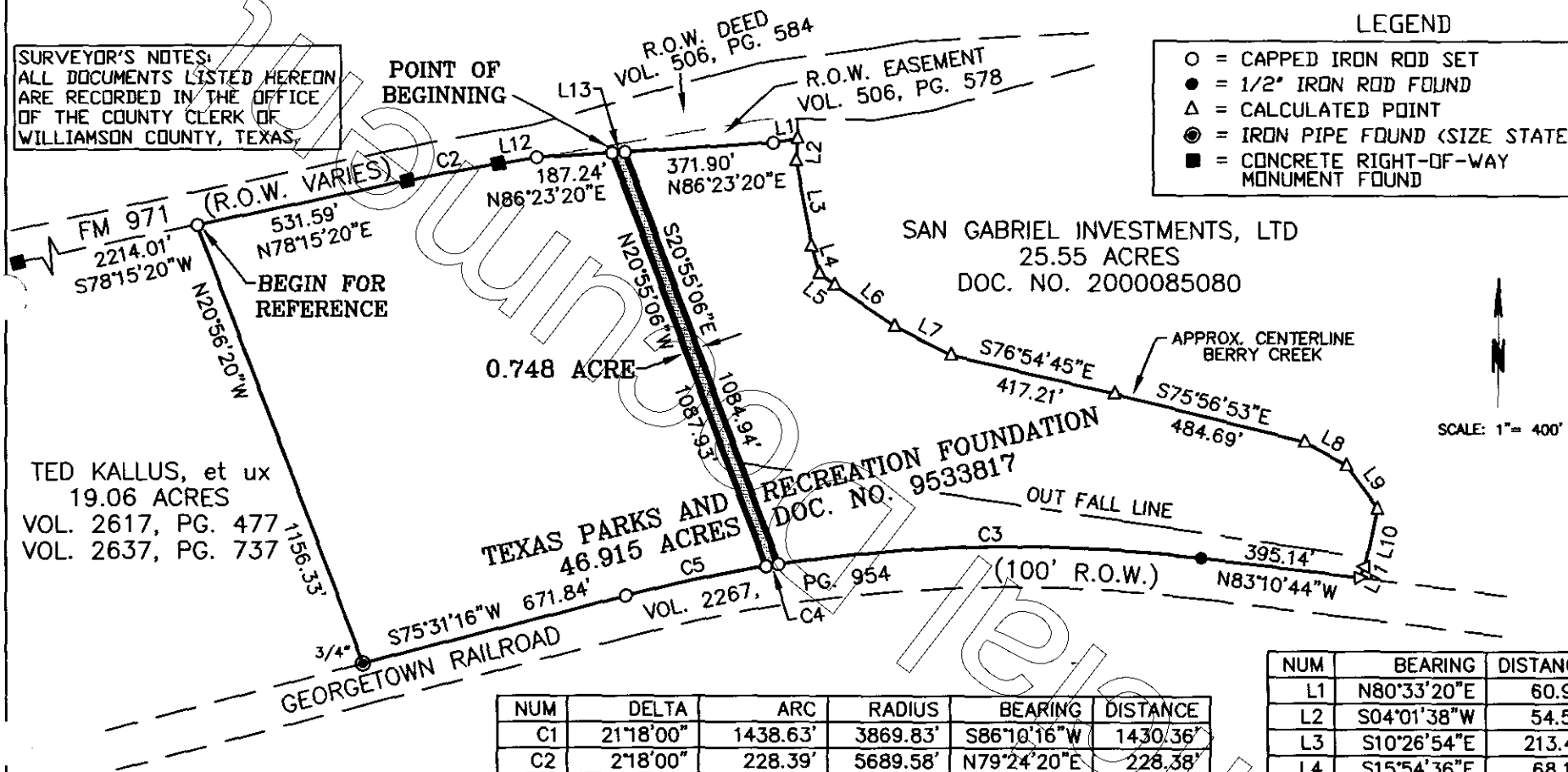

LEGEND

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RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

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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 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.
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

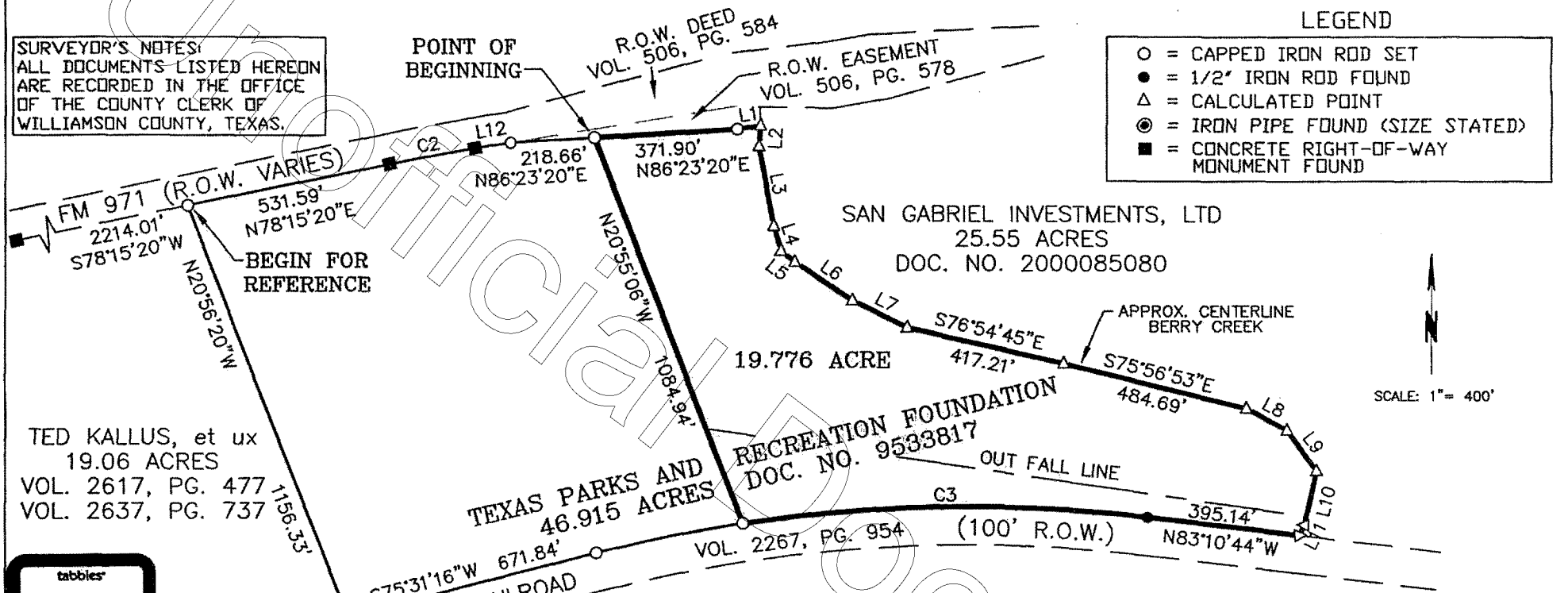
DSI 2003-69

Unofficial Document

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'
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L11	S26°40'18"W	30.95'
L12	N80°33'20"E	95.40'
L13	N86°23'20"E	31.42'

tabbies 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

Pecan Branch Water Reclamation Facility 2025-8-ANX

July 13th, 2026 | City Council

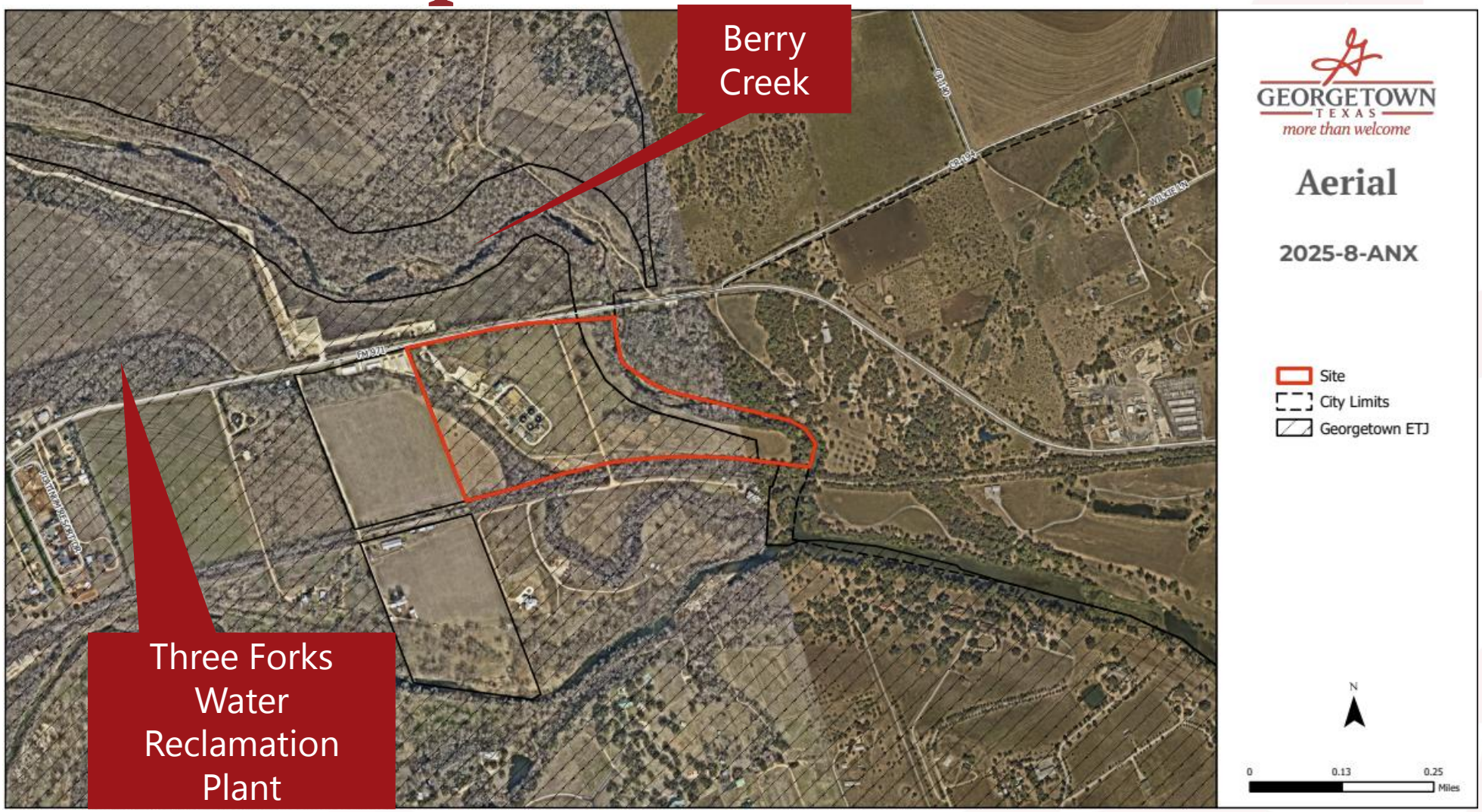
GEORGETOWN TEXAS

Item Under Consideration

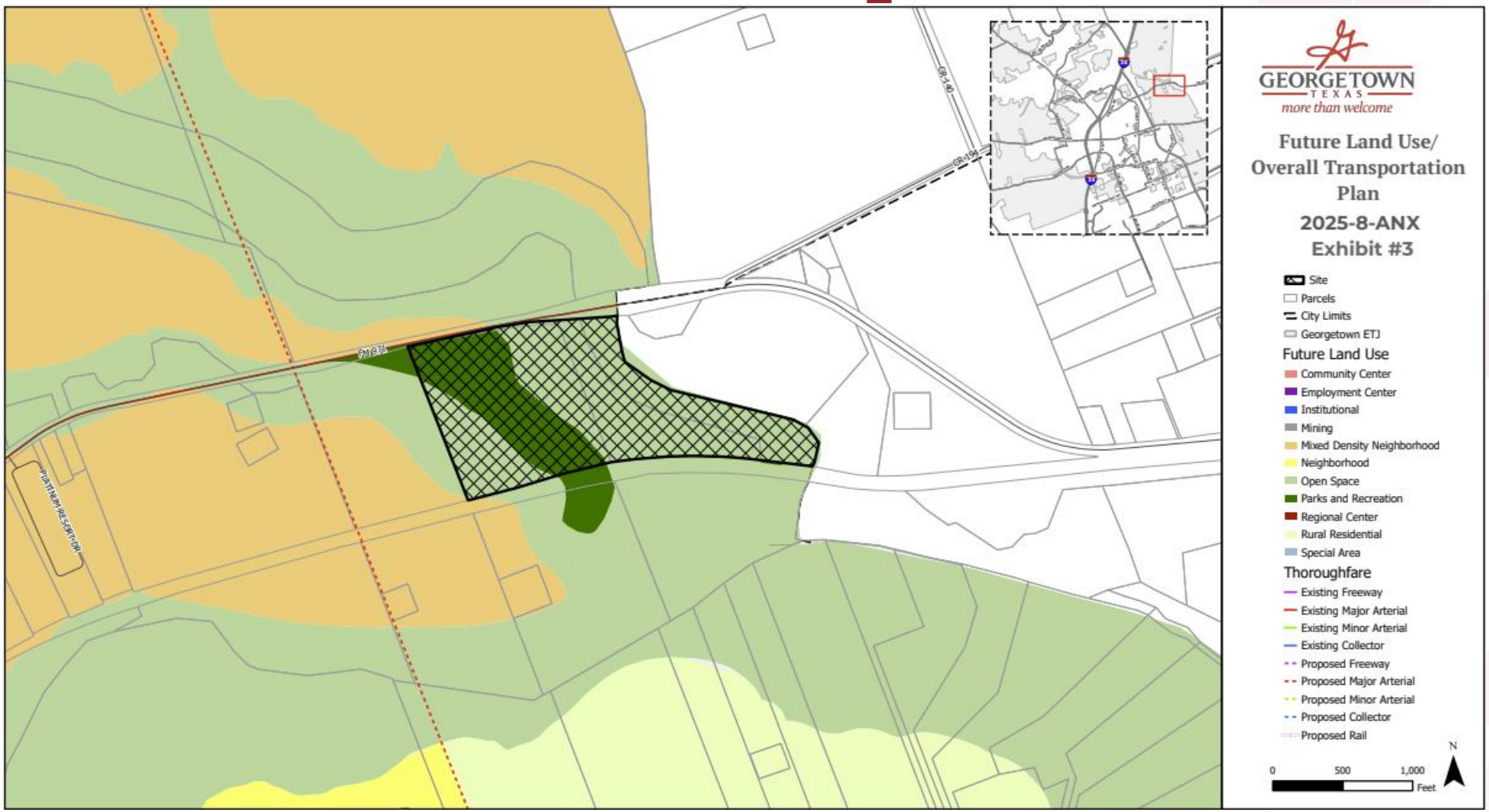
2025-8-ANX

- Second Hearing for 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

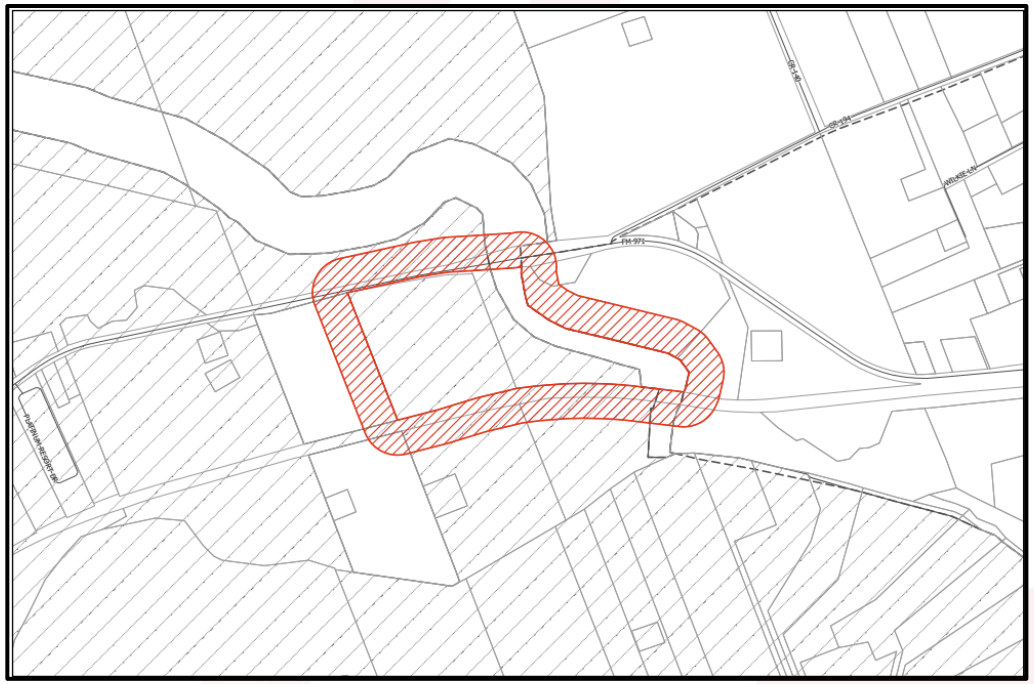
Permitted by Right	Permitted with Limitations	Permitted with a SUP
Emergency Services Station	Elementary School	Group Home (16 or more residents)
Government or Postal Office	Middle School	Orphanage
Library or Museum	High School	Correctional Facility
Social Service Facility	Boarding School	Psychiatric 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).

City Council Action on First Reading

- At their June 6th, 2026, meeting, the City Council approved the first reading of the ordinance (2025-8-ANX).

Summary

- Second Hearing for 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 3.25.020, The City Council shall take final action on the proposed annexation.

Second 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

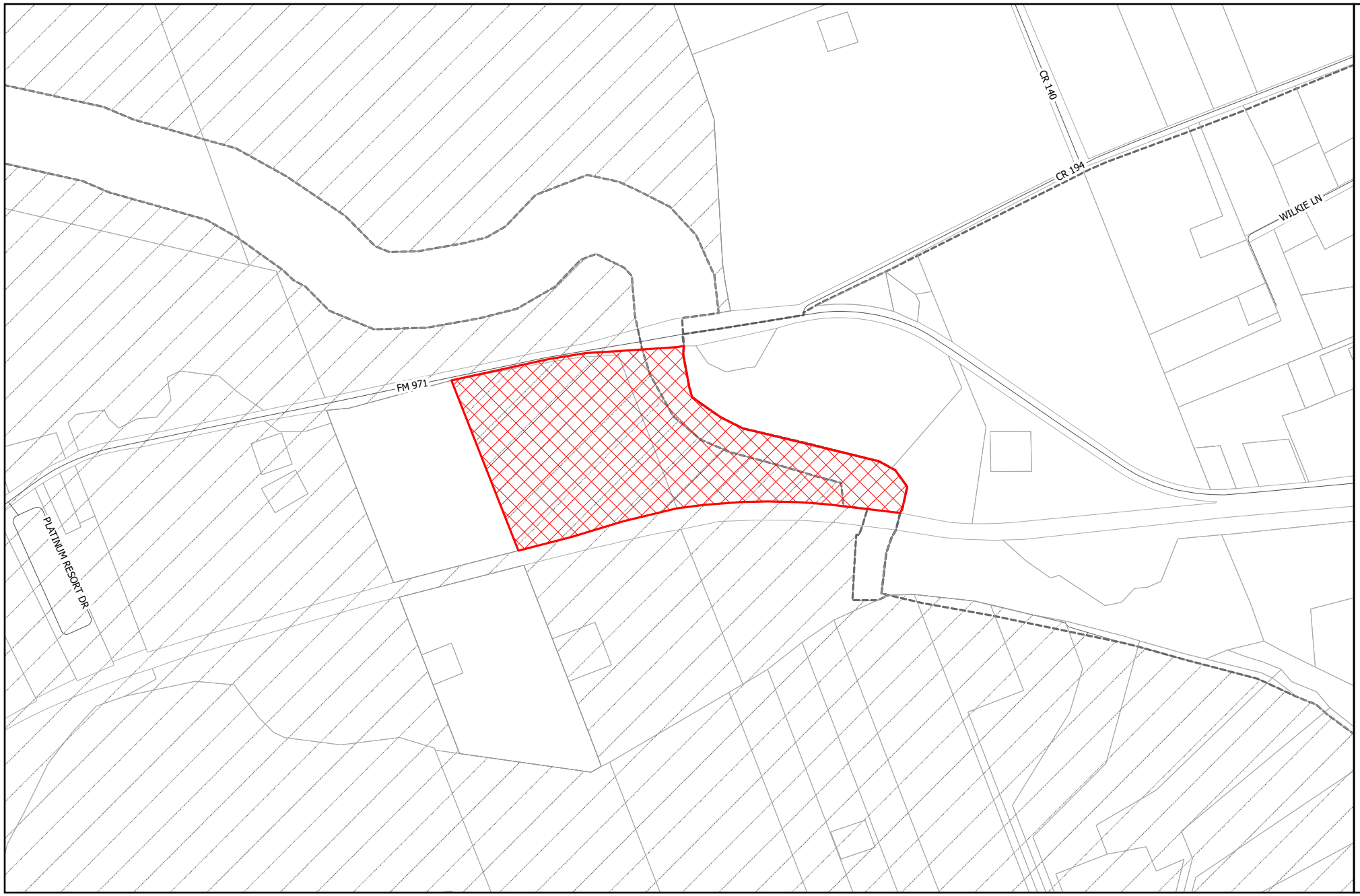
As required by the Unified Development Code, all property owners and registered neighborhood associations within a 300-foot radius of the subject property were notified of the annexation and initial zoning request (8 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (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
more than welcome

Location

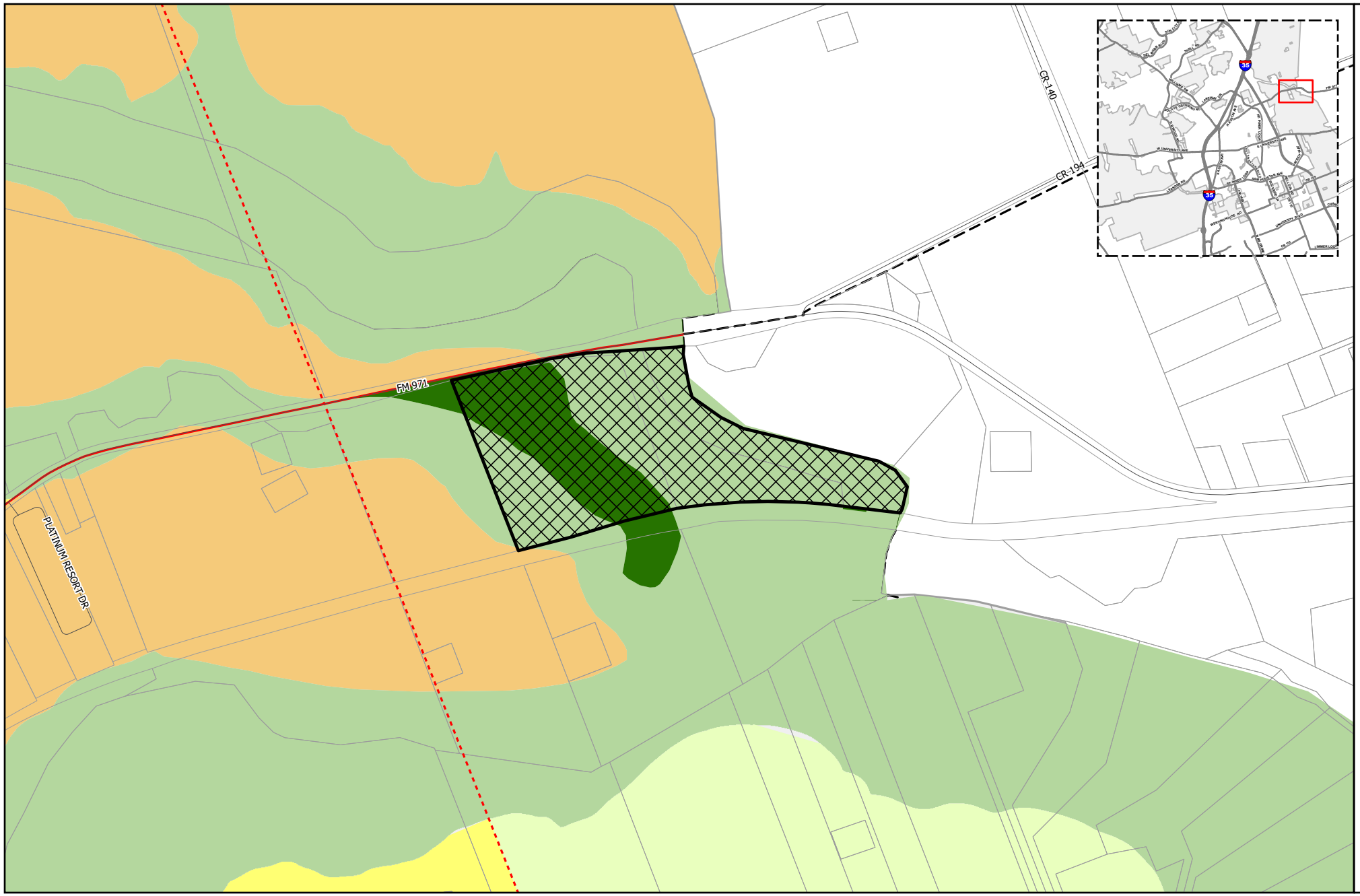
2025-8-ANX

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

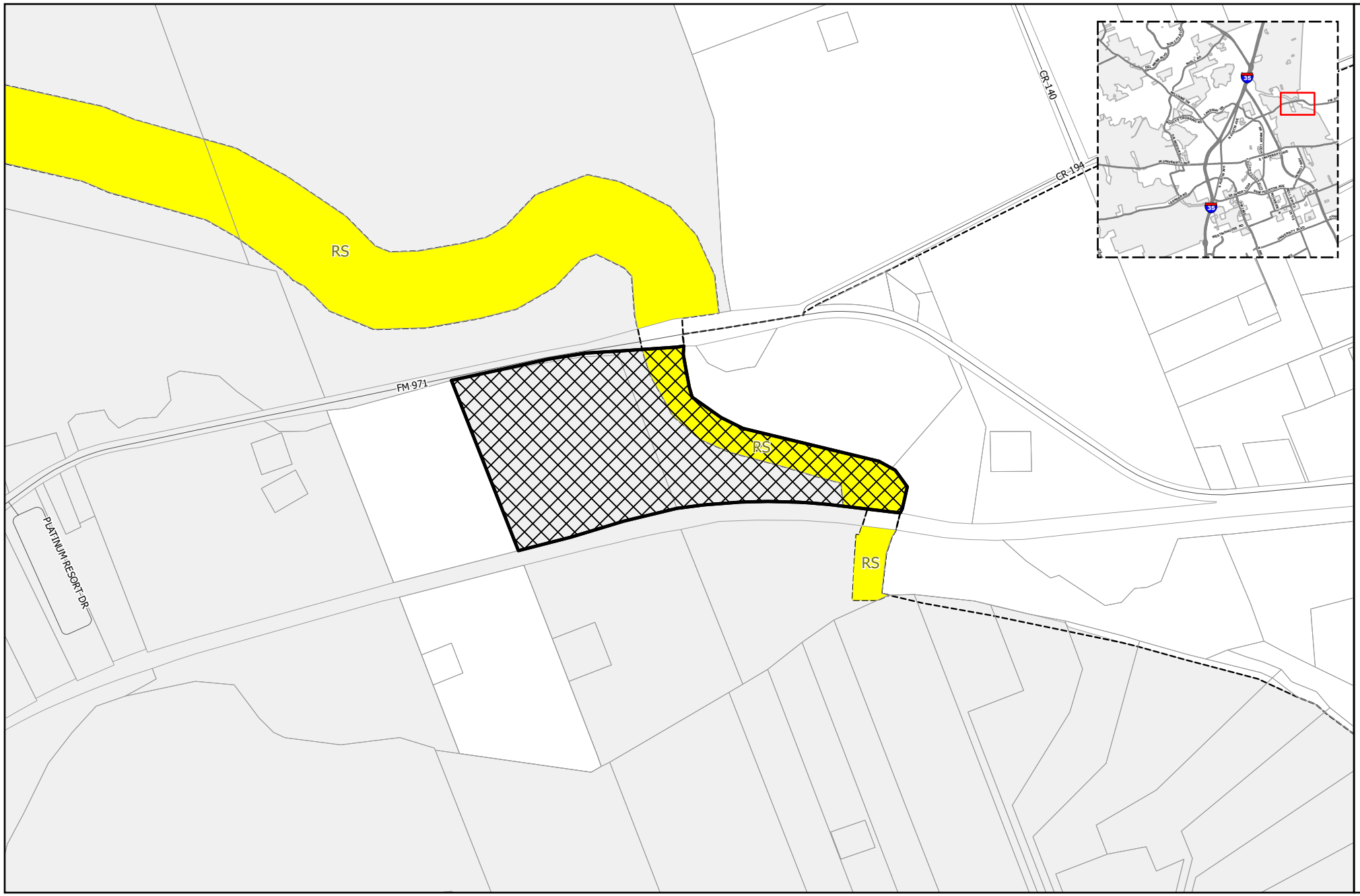
- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

Thoroughfare

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

N

0 500 1,000 Feet



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
July 14, 2026

SUBJECT:
Second Reading - 2026-8-SUP - 1205 Walnut Street

SUGGESTED ACTION:
Second 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 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.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Anish Dsouza, Planning Department

ATTACHMENTS:
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
2026-8-SUP - Staff Report.pdf

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 ADDITION; 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:

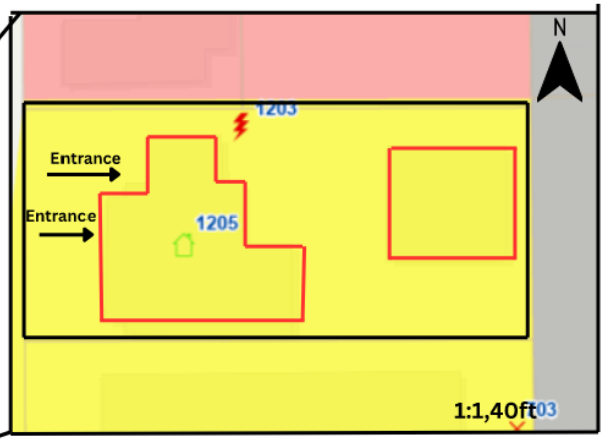
_____

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

July 14, 2026 | City Council

GEORGETOWN TEXAS

Item Under Consideration

2026-8-SUP

- Second 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

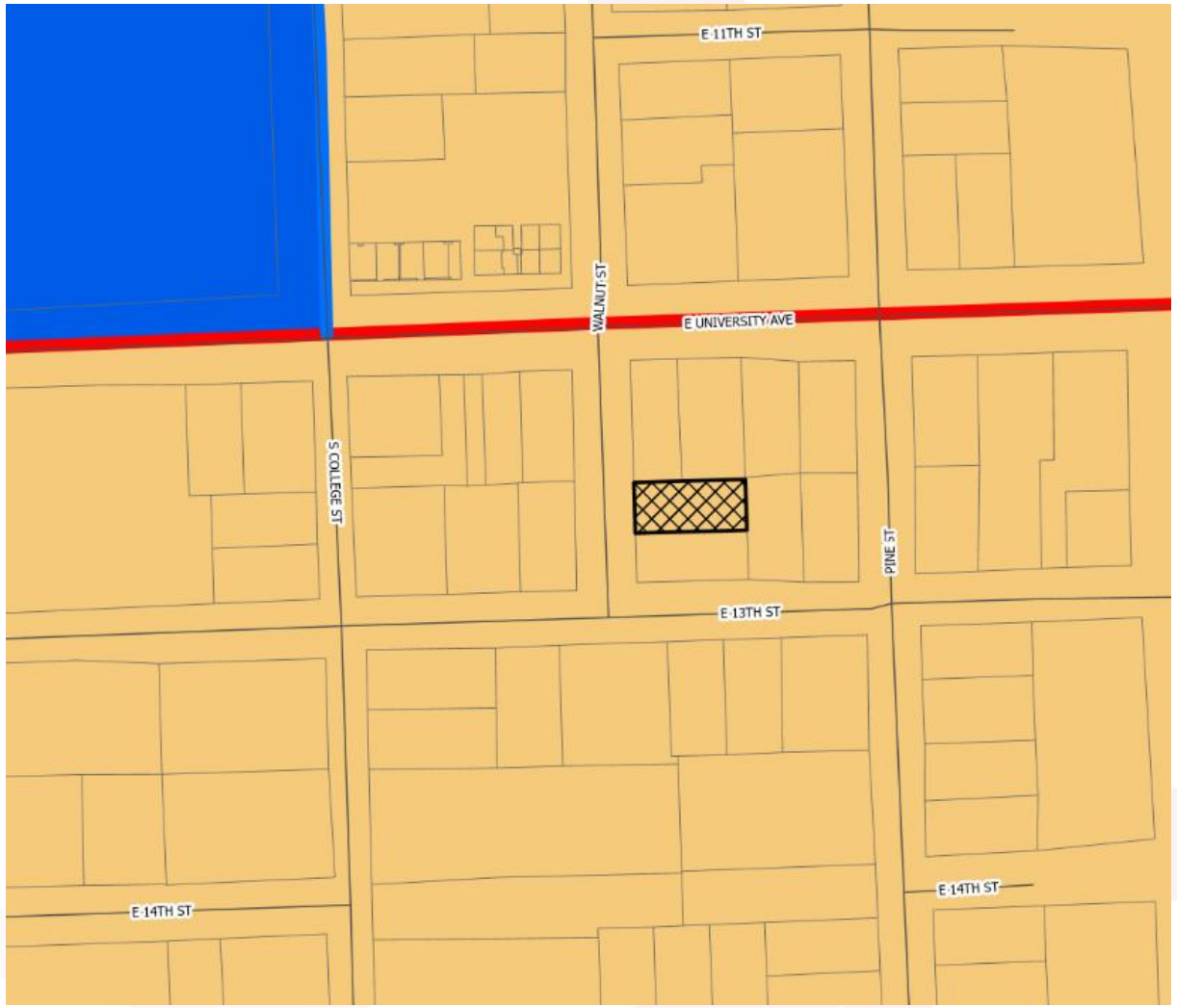
2026-8-SUP

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

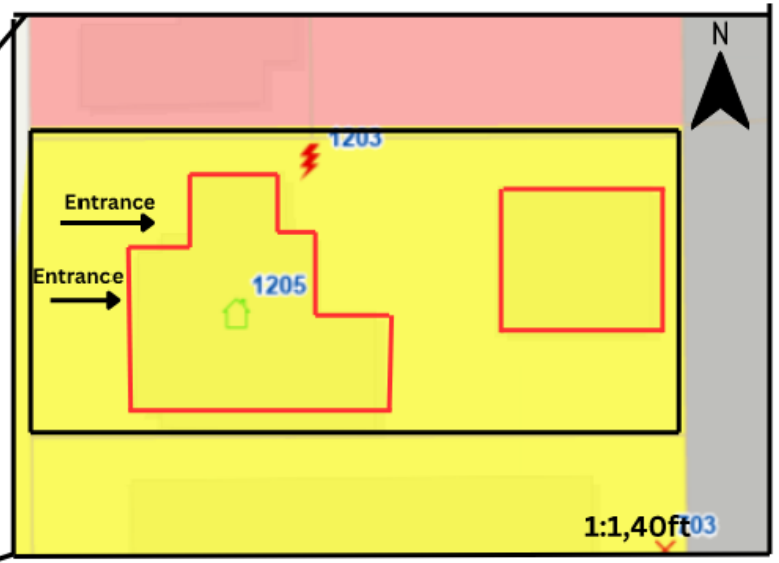

E 11TH ST
WALNUT ST
E UNIVERSITY AVE
S COLLEGE ST
PINE ST
E 13TH ST
E 14TH ST
E 14TH ST

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

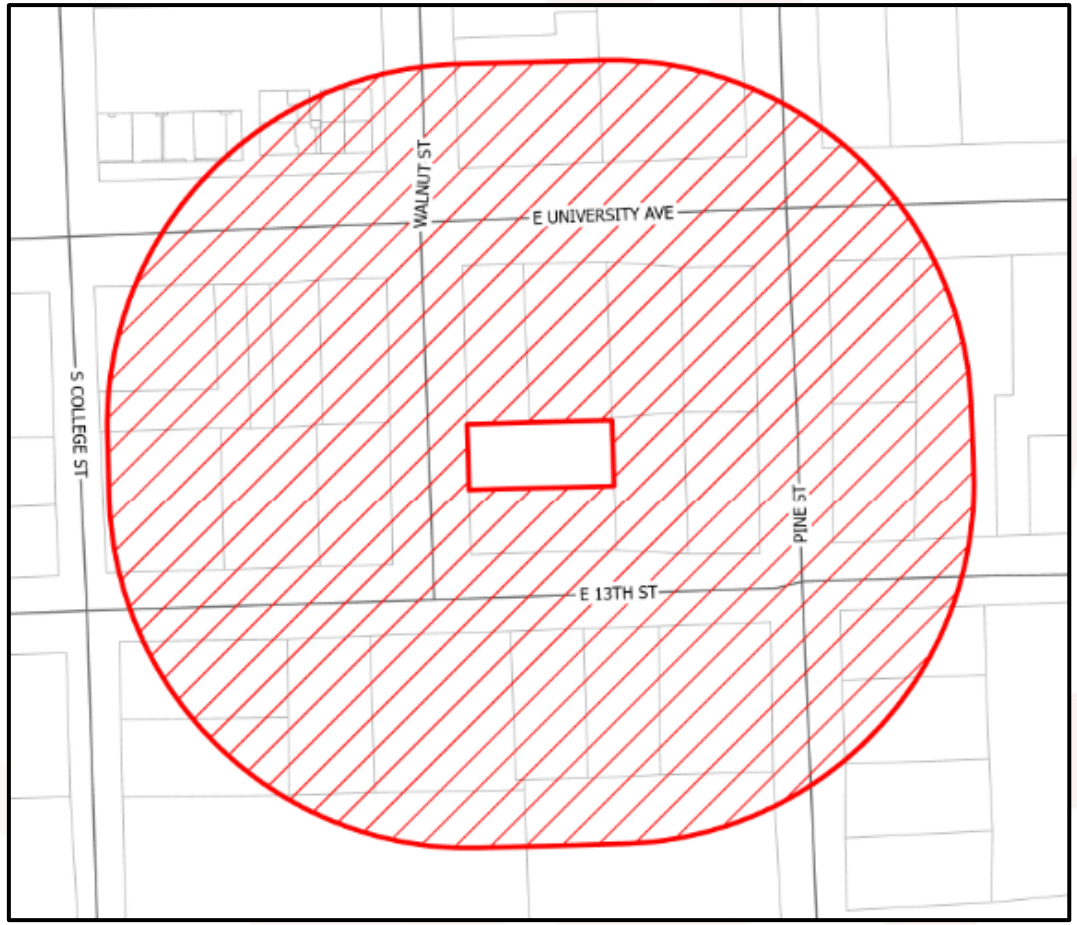
Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;	X		
The zoning change is consistent with the Comprehensive Plan;	X		
The zoning 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).

City Council First Reading

- At their June 23, 2026 meeting, City Council voted (7-0) for approval of the Special Use Permit.

Summary

- Second 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

Second 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
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Location

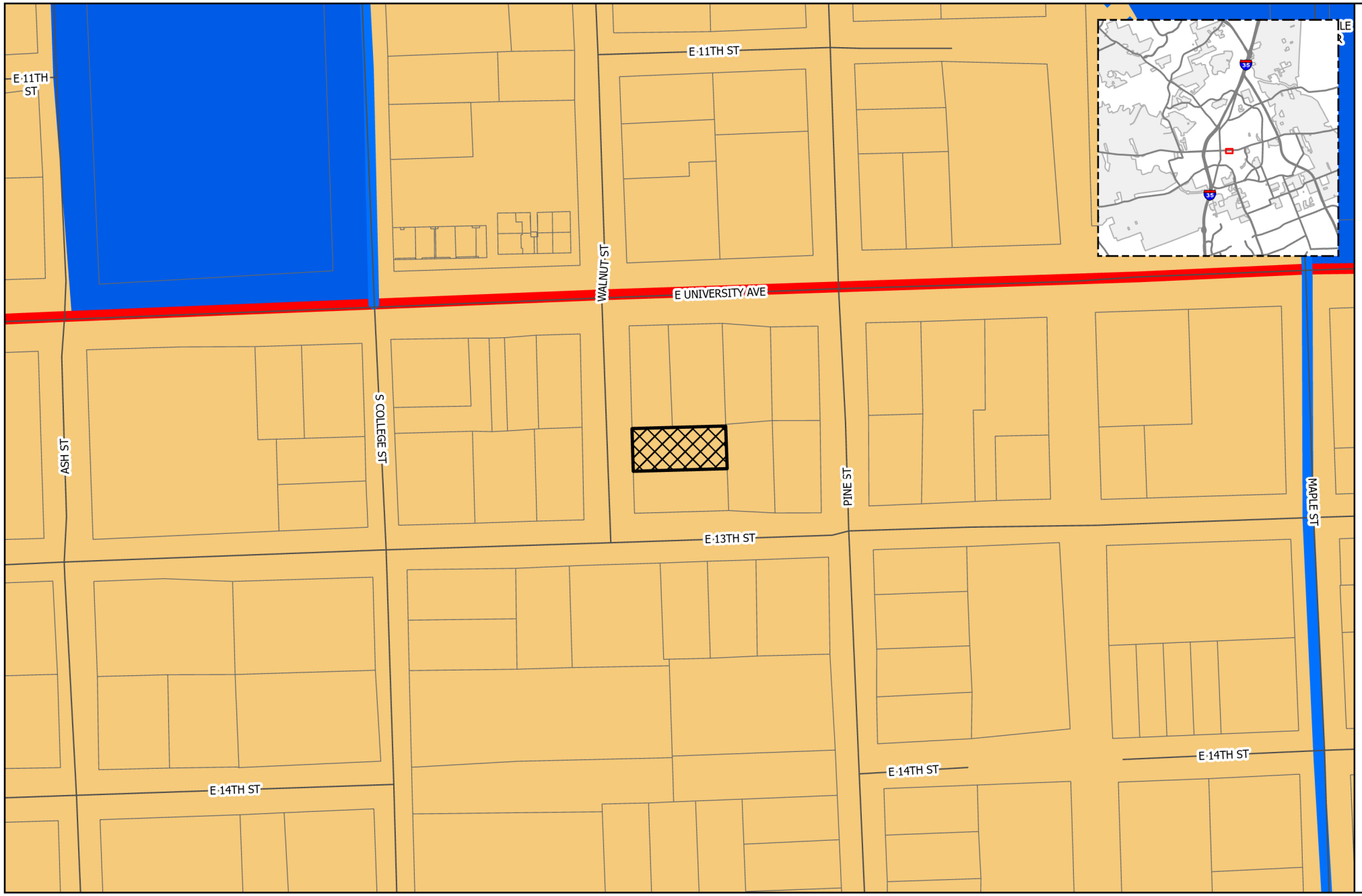
2026-8-SUP

Exhibit #1

Site
Parcels

N

0 100 200 Feet



GEORGETOWN
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Future Land Use/ Future Mobility Plan

2026-8-SUP

Exhibit #2

- Site
- Parcels

Future Land Use

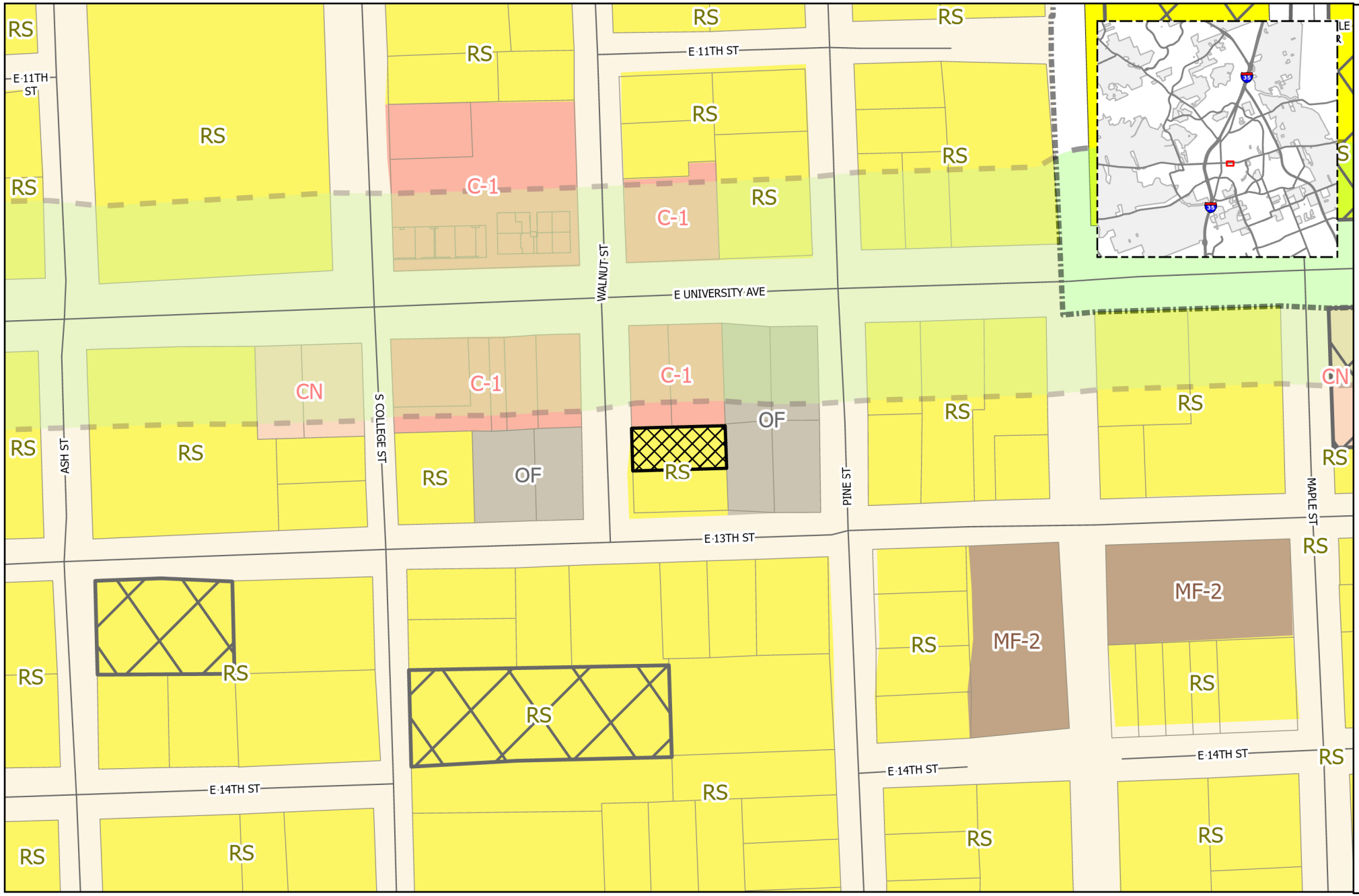
- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

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
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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)
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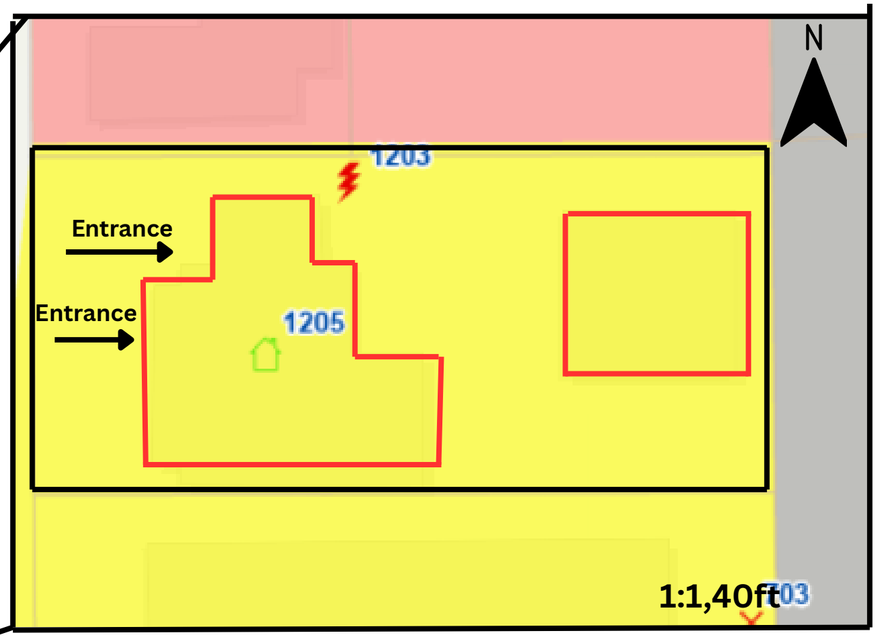


Variance request: Home Daycare

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.	

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

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
First Reading - Water Rate Increase and Associated Fees

SUGGESTED ACTION:

First Reading of an Ordinance amending sections 13.04.120 and 13.04.150 of the Code of Ordinances relating to water service rates and charges and water tap and meter fees -- Chelsea Solomon, PE, Water Utilities Director, and Leigh Wallace, Chief Financial Officer

ITEM SUMMARY:
The City continues to engage NewGen Strategies for water and wastewater utility cost of service and rate modeling for Fiscal Year 2027, with increases to be effective October 1, 2026. Model results and rates were last presented during the spring of 2026 for Fiscal Year 2027, with increases effective October 1, 2026.

Staff and NewGen have continued to update the model to: update known changes in water resource negotiations, update the timing of capital projects from the master plan, update customer growth assumptions, update inflation assumptions, update debt structuring, and update new programming for the FY2027 budget. These results were reviewed with the Water Advisory Board at their May 14th, 2026 meeting. The Board supported the proposed rate changes. The FY2027 updated model was reviewed with Council at the May 26, 2026 workshop. The proposed residential and commercial rate increases are 4% to the Water Base Rate and 14% to the Water Volumetric Rate. In the previous Rate Study, an estimated 9% increase was proposed for both Water Base Rates and Water Volumetric Rates. This change places a greater increase in volumetric consumption while reducing the base rate increase by 5%, shifting more cost recovery to volumetric rates and giving customers greater control over their bill. This reflects the recent policy change on fixed-cost recovery. For a typical residential household using 6,000 gallons per month, this represents a $2.00 increase to base rate charges and a $2.35 increase to volumetric charges per month. This rate is still comparable with other regional water utility providers.

In addition, the City has evaluated the water meter tap rates to ensure they cover current costs. The large (4” and greater) meter connection fee schedule has been updated to a labor/equipment + meter price calculation to cover the variable cost of different meter types and applications at these sizes.

FINANCIAL IMPACT:
Rate increases are proposed to be effective October 1, 2026 and reflected in the fiscal year 2027 Operating Budget. Additional rate increases are forecasted for the next 5 years.

SUBMITTED BY:
Rebecca Fisher, Water Utility Department

ATTACHMENTS:
Staff_presentation_Items_2026.07.14_First_Reading_Water_and_Sewer_Rates_and_Fees 2.pdf
Ord_WaterRatesFY2027_1st Reading_7.14.2026.pdf
Redline_Water Rates FY 2027.pdf

WATER AND SEWER RATES & ASSOCIATED FEES

July 14, 2026 | CITY COUNCIL

GEORGETOWN TEXAS

Rate Design Milestones

DATE	ACTION
May 14, 2026	Water Utility Advisory Board review of cost of service and rates
May 26, 2026	Council Workshop to review cost of service and rate design
July 14, 2026	First Reading of Ordinance Revisions
August 11, 2026	Second Reading of Ordinance Revisions
October 1, 2026	Effective Date of FY2027 Rates

Rate Goals

Our goal is to provide safe, reliable and affordable water and wastewater services

Rate studies are an industry best practice that ensure:

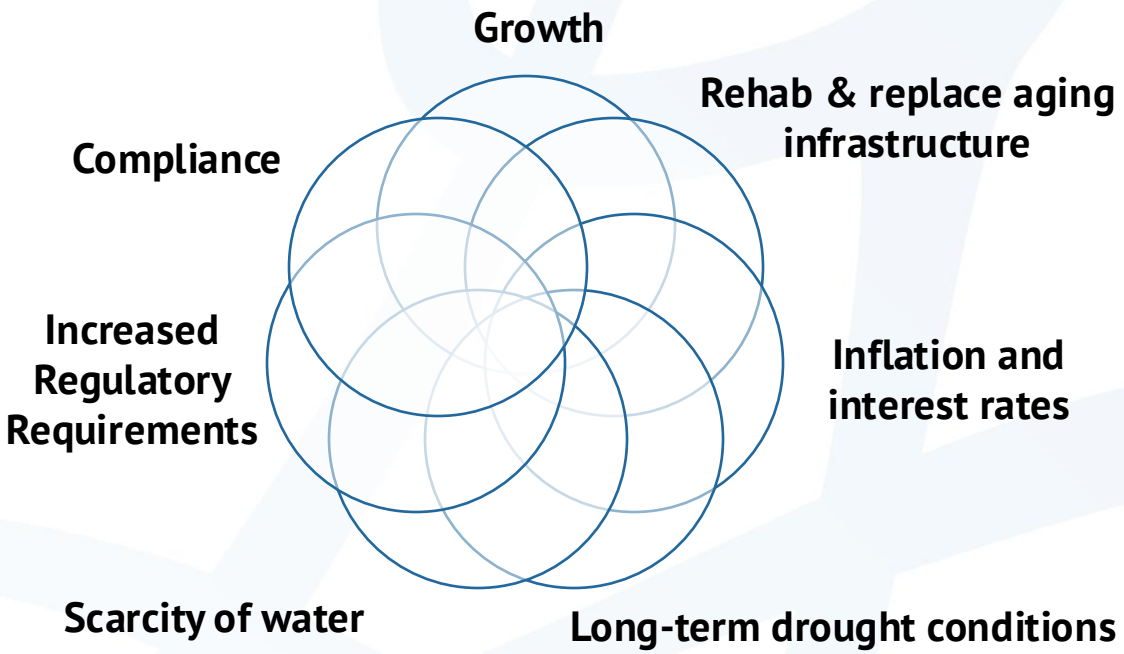
- Revenues are sufficient to recover operating costs
- Ability to proactively maintain and invest in infrastructure
- Based on the equitable allocation of costs to each customer class
- A reflection of the values of our customers and community

MAJOR FACTORS BEHIND MULTI-YEAR RISING WATER RATES

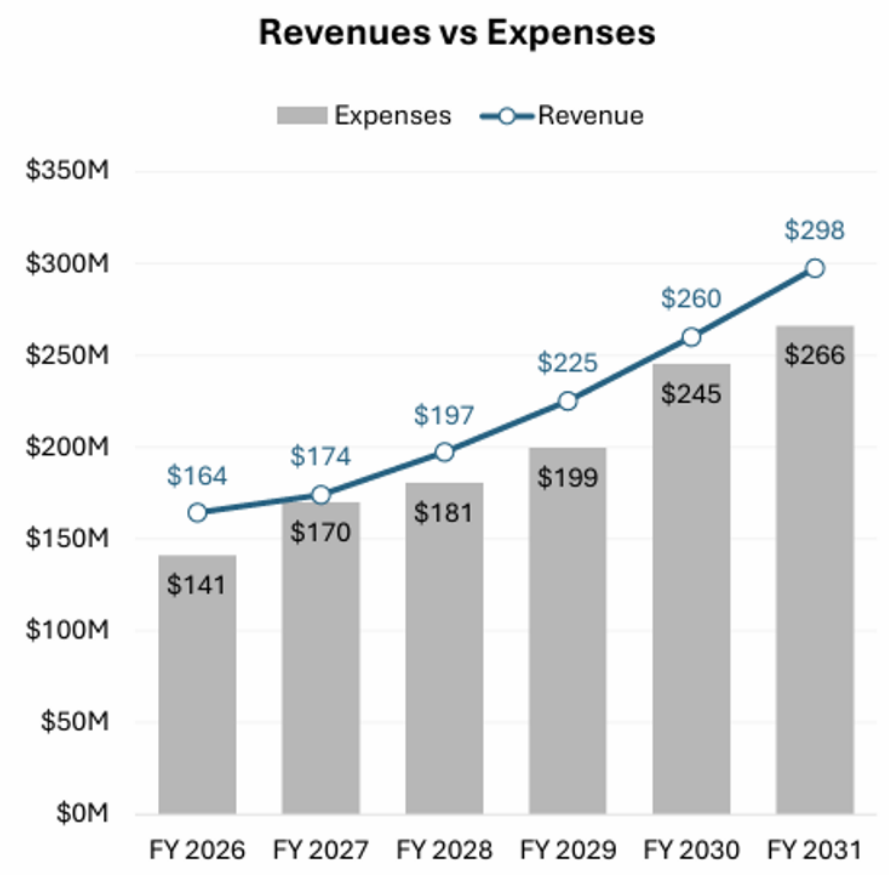
Multitude of pressures influencing our cost of service

Water rates are rising across the state and nation for a variety of reasons, and Georgetown is not immune to those impacts.

Our strategic investments in supply reliability, coupled with work to maintain our system, mean that residents and businesses will pay more for water in future years.



Projected Rate Performance



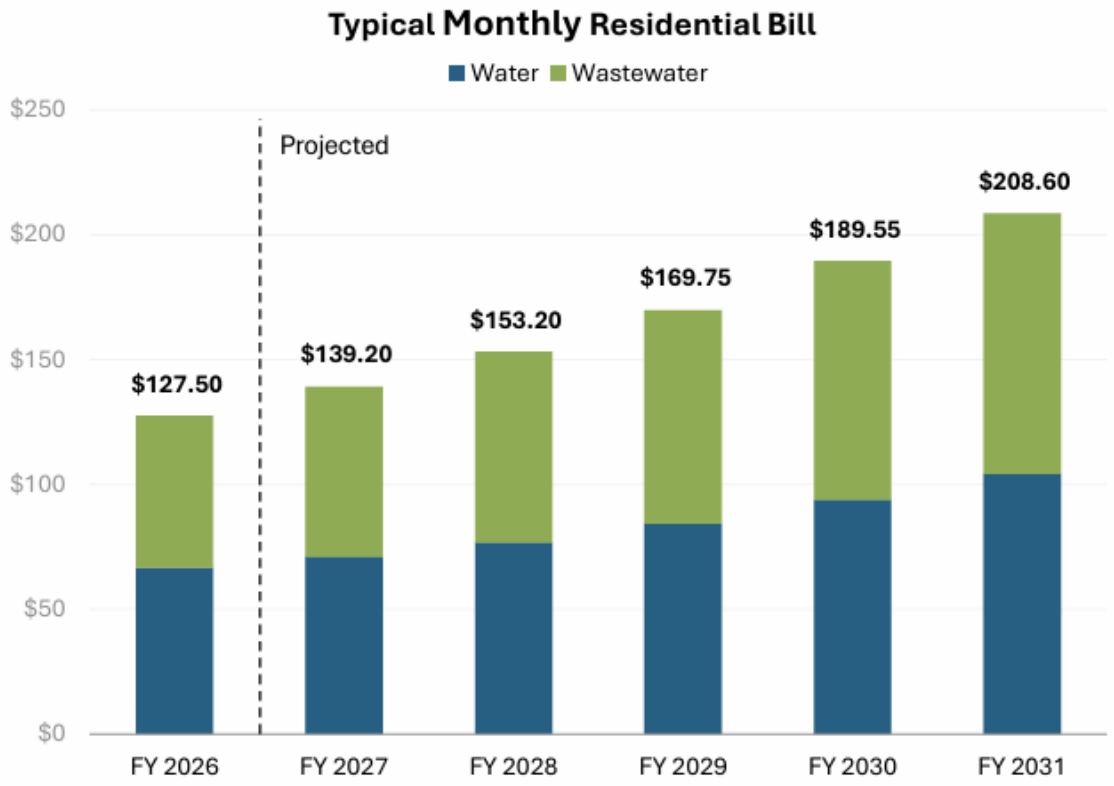
- Projected annual increases range from 4% - 14% per year for various components of water and wastewater rates.
- Larger increases applied to water volumetric charges to provide stronger price incentives to conserve water.
- Larger increases applied to wastewater minimum charges to address cost recovery requirements.

Projected Rate Increases

Water	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Minimum / Fixed	4.0%	6.0%	8.0%	10.0%	10.0%
Volumetric	14.0%	14.0%	14.0%	14.0%	14.0%
Wastewater	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Minimum / Fixed	12.0%	12.0%	12.0%	12.0%	9.0%
Volumetric	12.0%	12.0%	12.0%	12.0%	9.0%

Rate Effect on Monthly Bills

- Impact of projected rate increases on typical residential customer
- ¾” Meter
- 6,000 Gallons Water Consumption



Customer Engagement & Assistance

- Disseminate messaging on all City communication channels as part of the FY2027 budget process. Examples include:
  - News release
  - City website
  - Social media
  - Utility bill inserts
- Continue focus on conservation, rebates, and customer assistance programs

Water Tap Fees

- Tap Fees updated for costs of meters, staff time, and vehicle costs, and equipment costs.
  - Large (> 3”) tap fees modified to formula-based fee to allow for appropriate cost recovery based on meter type.
    - EX: a standard 6” meter currently costs $5,267.00, while a 6” high/low flow meter costs over $20,000.
      - Under existing fee schedule, non-standard meter types are issued at a deficit to the utility.
      - New fee schedule charges fixed labor and equipment costs plus the current price we are paying for the meter.
        - In-City = $726.95 + current meter price
        - Outside City = $799.65 + current meter price

Water Tap Fees – Inside City

- Fee includes meter, radio, labor, truck roll, administrative fee, franchise fee and PILOT.
- Larger meters include more than one staff person and crane truck.

Size – Inside City Limits	FY 2026	Proposed
WATER METER CONNECTIONS-3/4"	$640.00	$698.50
WATER METER CONNECTIONS-1"	$730.00	$770.95
WATER METER CONNECTIONS-1 1/2"	$860.00	$1,044.85
WATER METER CONNECTIONS-2"	$1,250.00	$1,315.30
WATER METER CONNECTIONS-3"	$2,840.00	$2,976.85
WATER METER CONNECTIONS-4”	$3,830.00	$726.95 + Meter Price
WATER METER CONNECTIONS-6"	$6,250.00	$726.95 + Meter Price
WATER METER CONNECTIONS-8"	$7,370.00	$726.95 + Meter Price
WATER METER CONNECTIONS-10"	$12,870.00	$726.95 + Meter Price
WATER METER CONNECTIONS-12"	$16,070.00	$726.95 + Meter Price

Water Tap Fees – Outside City

- Fee includes meter, radio, labor, truck roll, administrative fee, franchise fee and PILOT.
- Larger meters include more than one staff person and crane truck.

Size – Outside City Limits	FY 2026	Proposed
WATER METER CONNECTIONS-3/4"	$670.00	$768.40
WATER METER CONNECTIONS-1"	$750.00	$848.05
WATER METER CONNECTIONS-1 1/2"	$880.00	$1,149.30
WATER METER CONNECTIONS-2"	$1,270.00	$1,446.85
WATER METER CONNECTIONS-3"	$2,900.00	$3,274.50
WATER METER CONNECTIONS-4"	$3,900.00	$799.65 + Meter Price
WATER METER CONNECTIONS-6"	$6,380.00	$799.65 + Meter Price
WATER METER CONNECTIONS-8"	$7,490.00	$799.65 + Meter Price
WATER METER CONNECTIONS-10"	$13,020.00	$799.65 + Meter Price
WATER METER CONNECTIONS-12"	$16,220.00	$799.65 + Meter Price

Ordinance Caption Water

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTIONS 13.04.120 AND 13.04.150 OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN TEXAS RELATING TO WATER SERVICE RATES AND CHARGES AND WATER TAP AND METER FEES; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Ordinance Caption Sewer

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTION 13.04.140 OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN TEXAS TITLED "RATES AND CHARGES--SEWERS—SCHEDULE"; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND SETTING AN EFFECTIVE DATE.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTIONS 13.04.120 AND 13.04.150 OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN TEXAS RELATING TO WATER SERVICE RATES AND CHARGES AND WATER TAP AND METER FEES; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown periodically reviews and adjusts its water rates; and

WHEREAS, the City of Georgetown (the "City") last modified its water rates in October 2025; and

WHEREAS, the City has completed a cost of service study for the water utility service territory; and

WHEREAS, the City has conducted a review of its water tap, and engineering and inspection fees;

WHEREAS, the City wishes to implement water rates that recover the cost of water service for all customer classes; and

WHEREAS, the City wishes to implement a water rate structure that promotes water conservation, equity in billing, and the reduction of peak water demand; and

WHEREAS, the City Council of the City of Georgetown wishes to amend the current water rates and adopt proposed rates, effective for all utility services provided on and after October 1, 2026.

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

SECTION 1. The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 3. Section 13.04.120 of the Code of Ordinances of the City of Georgetown, Texas is hereby amended to read as set forth in **Exhibit A**, attached hereto and incorporated herein.

SECTION 4. Section 13.04.150 of the Code of Ordinances of the City of Georgetown,

Texas are hereby amended to read as set forth in **Exhibit B**, attached hereto and incorporated herein.

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

SECTION 6. If any provision of this ordinance or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

SECTION 7. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective and be in full force and effect on October 1, 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.

ATTEST:

_____
Robyn Densmore, City Secretary

THE CITY OF GEORGETOWN:

By: _____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

Exhibit A

Sec. 13.04.120. Rates and charges—Water—Schedule.

Rates and charges for water service are as follows:

A. Single-Family Residential Service:

1. Availability. This schedule applies to Residential Customers in single-family residences, or to residential locations with a water meter for each Dwelling Unit.

2. Customer Base Charge per month.

Meter Size	Inside City Limits	Outside City Limits
⅝-inch meter	$34.60	$41.60
¾-inch meter	$51.85	$62.40
1-inch meter	$86.50	$104.05
1½-inch meter	$172.85	$208.00
2-inch meter	$345.75	$416.05

3. Monthly Customer Volumetric Charge, per 1,000 gallons for inside and outside City limits:

Up to and including 7,000 gallons	$3.20
Over 7,001 gallons, up to and including 15,000 gallons	$4.80
Over 15,001 gallons, up to and including 25,000 gallons	$8.40
Over 25,001 gallons, up to and including 50,000 gallons	$16.75
Over 50,001 gallons	$21.00

4. Residential Customers may request a low-income water discount that is 30 percent (30%) below the current base rate for the meter size that is applicable.

   a) Request for a low-income discount must be made in writing.

   b) To qualify for the discount, customer or a permanent resident in the household must participate in the Medicaid Program and provide verifiable proof of that participation, such as an award letter or other official documentation.

   c) Requests for the low-income discount must be renewed annually.

   d) Customers qualifying for the sewer low-income discount will automatically receive the water discount.

B. Multi-family Residential Service:

1. Availability. This schedule applies to Multi-Family Residential Customers with domestic use only and more than one individual Dwelling Unit per water meter.

2. Multi-Family Residential Base Charge per month.

   a) Inside City Limits - $34.60 multiplied by the number of Dwelling Units

   b) Outside City Limits - $41.60 multiplied by the number of Dwelling Units

3. Multi-Family Residential Volume per Dwelling Unit will be calculated using the following formula:

$$\textbf{Volume per Unit} = \left(\frac{\textbf{total billable volume in gallons, per the meter}}{\textbf{\# of dwelling units served by the meter}}\right)$$

a) Monthly Multi-Family Residential Volumetric Charge applied per Dwelling Unit, per 1,000 gallons for inside and outside City limits:

Up to and including 7,000 gallons	$3.20
Over 7,001 gallons, up to and including 15,000 gallons	$4.80
Over 15,001 gallons, up to and including 25,000 gallons	$8.40
Over 25,001 gallons, up to and including 50,000 gallons	$16.80
Over 50,001 gallons	$21.00

b) Example: Shows calculation method for monthly Multi-family Residential Volumetric charges only

Total billable Multi-family Volume, per the Meter = 500,000 gallons Total

Number of Dwelling Units served by the Meter = 14

Volume per Unit = $\frac{500{,}000}{14}$ = **35,714 gallons per dwelling unit**

Volumetric Tiered Structure	Unit Usage (kgals)	Dwelling Units Served	Total Usage, per the Meter (kgals)	Rate	Charge per 1,000 gallons
Up to and including 7,000 gallons	7	14	98	$3.20	$313.60
Over 7,001 gallons, up to and including 15,000 gallons	8	14	112	$4.80	$537.60
Over 15,001 gallons, up to and including 25,000 gallons	10	14	140	$8.40	$1176.00
Over 25,001 gallons, up to and including 50,000 gallons	10.714	14	150	$16.80	$2520.00
Over 50,001 gallons				$21.00	$0.00
Total Multi-family Residential Volumetric Charges	35.714		500		$4547.20

C. RV Park Service:

1. Availability. This schedule applies to RV Parks whose meter is sized to provide residential service from a master meter Eight (8) Recreational Vehicle sites at an RV Park, whether occupied or not, are equivalent to one (1) Dwelling Unit.

2. RV Park Base Charge per month.

   a) Inside City Limits - $51.85 multiplied by 1/8th the number of Dwelling Units

   b) Outside City Limits - $62.40 multiplied by 1/8th the number of Dwelling Units

3. RV Park Volume per Dwelling Unit equivalent will be calculated using the following formula:

$$\textbf{Volume per Unit} = \left(\frac{\textbf{total billable volume in gallons, per the meter}}{\textbf{\# of dwelling units served by the meter}}\right)$$

a) Monthly RV Park Residential Volumetric Charge applied per Dwelling Unit equivalent, per 1,000 gallons for inside and outside City limits:

Up to and including 7,000 gallons	$3.20
Over 7,001 gallons, up to and including 15,000 gallons	$4.80
Over 15,001 gallons, up to and including 25,000 gallons	$8.40
Over 25,001 gallons, up to and including 50,000 gallons	$16.75
Over 50,001 gallons	$21.00

b) Example: Shows calculation method for monthly RV Park Volumetric charges only

Total billable RV Park Volume, per the Meter = 500,000 gallons

Total Number of dwelling units served by the Meter = 112 slots = 112/8 = 14 Dwelling Units

Volume per Unit = $\frac{500{,}000}{14}$ = **35,714 gallons per dwelling unit**

Volumetric Tiered Structure	Unit Usage (kgals)	Dwelling Units Served	Total Usage, per the Meter (kgals)	Rate	Charge per 1,000 gallons
Up to and including 7,000 gallons	7	14	98	$3.20	$313.60
Over 7,001 gallons, up to and including 15,000 gallons	8	14	112	$4.80	$537.60
Over 15,001 gallons, up to and including 25,000 gallons	10	14	140	$8.40	$1176.00
Over 25,001 gallons, up to and including 50,000 gallons	10.714	14	150	$16.75	$2512.50
Over 50,001 gallons				$21.00	$0.00
Total RV park residential volumetric charges	35.714		500		$4539.70

D. Non-Residential Service:

1. Availability. This schedule applies to Non-Residential Customers who meet one of the following criteria:

a) Water usage is primarily due to manufacturing of a product and irrigation usage is metered separately;

b) Municipal facilities that agree to curtail water usage at the Utility's discretion based on drought measures and conservation practices;

c) Customers that operate a restaurant with a meter size of less than two inches;

d) Customers with installed and qualifying on-site evaporative cooling equipment;

e) Customers utilizing reclaimed water;

f) Irrigation-only meters; or

g) Customers whose use is not covered by a specific rate schedule.

2. Non-Residential Customer Base Charge per month.

Meter Size	Inside City Limits	Outside City Limits
¾-inch meter	$51.85	$62.40
1-inch meter	$86.50	$104.05
1½-inch meter	$172.85	$208.00
2-inch meter	$345.75	$416.05
3-inch meter	$829.80	$998.45
4-inch meter	$1452.15	$1747.35
6-inch meter	$3180.85	$3827.45
8-inch meter	$5531.95	$6656.50
Fire hydrant meter	$829.80	$998.45

3. Monthly Non-Residential Volumetric Charge, per 1,000 gallons for inside and outside City limits:

Customer Type	Meter Size	Tier 1 Rate	Tier 2 Rate	Tier 2 Threshold
Small commercial	<2"	$4.20	$11.35	300,001 gallons
Large commercial	2"	$4.20	$11.35	600,001 gallons
Large commercial	3"	$4.20	$11.35	900,001 gallons
Large commercial	4"	$4.20	$11.35	4,000,001 gallons
Large commercial	6"	$4.20	$11.35	6,000,001 gallons
Large commercial	8"	$4.20	$11.35	8,000,001 gallons
Manufacturing	<8"	$4.20		
Municipal interruptible		$4.20		
Restaurant		$4.20		
Evaporative Cooling		$4.20		
Fire flow		$4.20		
Irrigation only		$12.60		
Fire hydrant meter		$14.95		
Reclaimed water		$2.20		

E. Fire Hydrant Meter/Bulk Water:

1. Applicability. This section applies to bulk water customers authorized by the City to take water from a pre-determined fire hydrant having a fixed bulk meter.

a) A $1,500 deposit is required prior to use unless water is prepaid (bulk water).

b) Usage is read and billed monthly.

c) Monthly base rate is established in Section 13.04.120.C.2 “Fire Hydrant Meter.”

d) Monthly volumetric charge is established in Section 13.04.120.C.3 “Fire Hydrant Meter.”

e) Additional requirements pertaining to fire hydrants used for bulk water delivery are in Chapter 13.35 (*Fire Hydrant Use*) and Chapter 13.36 (*Cross Connection Control*).

F. A customer may request an exemption to the rates provided in this Section for leaks that occur on the customer side of the meter. The request shall be in writing and addressed to the City Manager or his or her designee, who, after a review of the circumstances of the request, may approve or disapprove the exemption request in his or her sole discretion.

G. All other provisions for City utility service shall apply, except as provided in this Chapter.

Exhibit B

Sec. 13.04.150. Water tap rates.

Water tap rates are as follows:

A. Inside city.

WATER METER CONNECTIONS-3/4"	$698.50
WATER METER CONNECTIONS-1"	$770.95
WATER METER CONNECTIONS-1 1/2"	$1,044.85
WATER METER CONNECTIONS-2"	$1,315.30
WATER METER CONNECTIONS-3"	$2,976.85
WATER METER CONNECTIONS-4"	$726.95 + meter price
WATER METER CONNECTIONS-6"	$726.95 + meter price
WATER METER CONNECTIONS-8"	$726.95 + meter price
WATER METER CONNECTIONS-10"	$726.95 + meter price
WATER METER CONNECTIONS-12"	$726.95 + meter price

B. Outside city.

WATER METER CONNECTIONS-3/4"	$768.40
WATER METER CONNECTIONS-1"	$848.05
WATER METER CONNECTIONS-1 1/2"	$1,149.30
WATER METER CONNECTIONS-2"	$1,446.85
WATER METER CONNECTIONS-3"	$3,274.50
WATER METER CONNECTIONS-4"	$799.65 + meter price
WATER METER CONNECTIONS-6"	$799.65 + meter price
WATER METER CONNECTIONS-8"	$799.65 + meter price
WATER METER CONNECTIONS-10"	$799.65 + meter price
WATER METER CONNECTIONS-12"	$799.65 + meter price

C. Large Meter Connection Fees

1. For meters 4” and larger, meter connection fees will be calculated using the meter price at the time of the meter request for the selected meter size plus the following labor and equipment charges:

    a. Inside City

        i. $726.95

    b. Outside City

        i. $799.65

Plus:

Engineering and Inspection Fee	In City	Out of City
Residential:		
Single-family	$625 per dwelling unit	$625 per dwelling unit
Multi-family (4 or more units)	$400 per dwelling unit	$420 per dwelling unit
RV's Per Spot	$80.00 per spot	$80.00 per spot
Non-residential	$.25 per sq. ft. area	$.25 per sq. ft. area

Sec. 13.04.120. Rates and charges—Water—Schedule.

Rates and charges for water service are as follows:

A. Single-Family Residential Service~~.~~:

1. Availability. This schedule applies to ~~residential customers~~Residential Customers in single-family residences, or to residential locations with a water meter for each ~~dwelling unit.~~ Dwelling Unit.

2. Customer Base Charge ~~Per Month.~~ per month.

Meter Size	Inside City Limits	Outside City Limits
⅝-inch meter	$~~33.25~~ 34.60	$~~40.00~~ 41.60
¾-inch meter	$~~49~~51.85	$~~60.00~~ 62.40
1-inch meter	$~~83.15~~ 86.50	$~~100~~104.05
1½-inch meter	$~~166.20~~ 172.85	$~~200~~208.00
2-inch meter	$~~332.45~~ 345.75	$~~400~~416.05

3. Monthly ~~customer volumetric charge~~Customer Volumetric Charge, per 1,000 gallons for inside and outside City limits:

Up to and including 7,000 gallons	$~~2.80~~ 3.20
Over 7,001 gallons, up to and including 15,000 gallons	$4.~~20~~ 80
Over 15,001 gallons, up to and including 25,000 gallons	$~~7.35~~ 8.40
Over 25,001 gallons, up to and including 50,000 gallons	$~~14.70~~ 16.75
Over 50,001 gallons	$~~18.40~~ 21.00

4. Residential ~~customers~~Customers may request a low-income water discount that is 30 percent (30%) below the current base rate for the meter size that is applicable.

   a) Request for a low-income discount must be made in writing.

   b) To qualify for the discount, customer or a permanent resident in the household must participate in the Medicaid Program and provide verifiable proof of that participation, such as an award letter or other official documentation.

   c) Requests for the low-income discount must be renewed annually.

   d) Customers qualifying for the sewer low-income discount will automatically receive the water discount.

B. Multi-~~Family~~family Residential Service~~.~~:

1. Availability. This schedule applies to Multi-~~family~~Family Residential ~~customers~~Customers with domestic use only and more than one individual ~~dwelling unit~~Dwelling Unit per water meter.

2. Multi-Family Residential Base Charge ~~Per Month.~~ per month.

   a) Inside City Limits~~: $33.25~~ - $34.60 multiplied by the number of ~~dwelling units.~~ Dwelling Units

   b) Outside City Limits~~: $40.00~~ - $41.60 multiplied by the number of ~~dwelling units.~~ Dwelling Units

3.

3. Multi-~~family residential volume per dwelling unit~~Family Residential Volume per Dwelling Unit will be calculated using the following formula:

$$\cancel{Volume\ per\ Unit = \left(\frac{total\ billable\ volume\ in\ gallons, per\ the\ meter}{\#\ of\ dwelling\ units\ served\ by\ the\ meter}\right)}$$

$$Volume\ per\ Unit = \left(\frac{total\ billable\ volume\ in\ gallons, per\ the\ meter}{\#\ of\ dwelling\ units\ served\ by\ the\ meter}\right)$$

~~a.~~

a) Monthly ~~multi-family residential volumetric charge~~Multi-Family Residential Volumetric Charge applied per ~~dwelling unit~~Dwelling Unit, per 1,000 gallons for inside and outside City limits:

Up to and including 7,000 gallons	$~~2.80~~ 3.20
Over 7,001 gallons, up to and including 15,000 gallons	$4.~~20~~ 80
Over 15,001 gallons, up to and including 25,000 gallons	$~~7.35~~ 8.40
Over 25,001 gallons, up to and including 50,000 gallons	$~~14.70~~ 16.80
Over 50,001 gallons	$~~18.40~~ 21.00

b) Example: Shows calculation method for monthly ~~multi~~Multi-family ~~residential volumetric~~Residential Volumetric charges only~~.~~

Total billable ~~multi~~Multi-family ~~volume~~Volume, per the ~~meter~~Meter = 500,000 gallons

Total ~~number~~Number of ~~dwelling units~~Dwelling Units served by the ~~meter~~Meter = 14

Volume per Unit = $\frac{500,000}{14}$ = **35,714 gallons per dwelling unit**

~~Volume per Unit = $\frac{500,000}{14}$ = 35,714 gallons per dwelling unit~~

Volumetric Tiered Structure	Unit Usage (kgals)	Dwelling Units Served	Total Usage, per the Meter (kgals)	Rate	Charge per 1,000 gallons
Up to and including 7,000 gallons	7	14	98	$~~2.80~~ 3.20	$~~274.40~~ 313.60
Over 7,001 gallons, up to and including 15,000 gallons	8	14	112	$4.~~20~~ 80	$~~470.40~~ 537.60
Over 15,001 gallons, up to and including 25,000 gallons	10	14	140	$~~7.35~~ 8.40	$~~1,029~~1176.00
Over 25,001 gallons, up to and including 50,000 gallons	10.714	14	150	$~~14.70~~ 16.80	$~~2,204.94~~ 2520.00
Over 50,001 gallons				$~~18.40~~ 21.00	$0.00
Total ~~multi~~Multi-family ~~residential volumetric charges~~ Residential Volumetric Charges	35.714		500		$~~3,978.74~~ 4547.20

C. RV Park ~~service.~~ Service:

1. Availability. This schedule applies to RV Parks whose meter is sized to provide residential service from a master meter~~.~~ Eight ~~recreational vehicle~~(8) Recreational Vehicle sites at an RV Park, whether occupied or not, are equivalent to one ~~dwelling unit.~~ (1) Dwelling Unit.

2. RV Park Base Charge ~~Per Month.~~ per month.

a) Inside City Limits~~: $49~~ - $51.85 multiplied by 1/8th the number of ~~dwelling units.~~ Dwelling Units

b) Outside City Limits~~: $60.00~~ - $62.40 multiplied by 1/8th the number of ~~dwelling units.~~ Dwelling Units

3. RV Park ~~volume~~Volume per ~~dwelling unit~~Dwelling Unit equivalent will be calculated using the following formula:

$$\cancel{Volume\ per\ Unit} = \left(\frac{total\ billable\ volume\ in\ gallons, per\ the\ meter}{\#\ of\ dwelling\ units\ served\ by\ the\ meter}\right)$$

~~a.~~

$$\textit{Volume per Unit} = \left(\frac{\textit{total billable volume in gallons, per the meter}}{\textit{\# of dwelling units served by the meter}}\right)$$

a) Monthly RV ~~park residential volumetric charge~~Park Residential Volumetric Charge applied per ~~dwelling unit~~Dwelling Unit equivalent, per 1,000 gallons for inside and outside City limits:

Up to and including 7,000 gallons	$~~2.80~~ 3.20
Over 7,001 gallons, up to and including 15,000 gallons	$4.~~20~~ 80
Over 15,001 gallons, up to and including 25,000 gallons	$~~7.35~~ 8.40
Over 25,001 gallons, up to and including 50,000 gallons	$~~14.70~~ 16.75
Over 50,001 gallons	$~~18.40~~ 21.00

b) Example: Shows calculation method for monthly RV Park ~~volumetric~~Volumetric charges only~~.~~

Total billable RV ~~park volume~~Park Volume, per the ~~meter~~Meter = 500,000 gallons

Total ~~number~~Number of dwelling units served by the ~~meter~~Meter = 112 slots = 112/8 = 14 ~~dwelling units~~ Dwelling Units

~~Volume per Unit = $\frac{500,000}{14}$ = 35,714 gallons per dwelling unit~~

Volume per Unit = $\frac{500,000}{14}$ = **35,714 gallons per dwelling unit**

Volumetric Tiered Structure	Unit Usage (kgals)	Dwelling Units Served	Total Usage, per the Meter (kgals)	Rate	Charge per 1,000 gallons
Up to and including 7,000 gallons	7	14	98	$~~2.80~~ 3.20	$~~274.40~~ 313.60
Over 7,001 gallons, up to and including 15,000 gallons	8	14	112	$4.~~20~~ 80	$~~470.40~~ 537.60
Over 15,001 gallons, up to and including 25,000 gallons	10	14	140	$~~7.35~~ 8.40	$~~1,029~~1176.00
Over 25,001 gallons, up to and including 50,000 gallons	10.714	14	150	$~~14.70~~ 16.75	$~~2,204.94~~ 2512.50
Over 50,001 gallons				$~~18.40~~ 21.00	$0.00
Total RV park residential volumetric charges	35.714		500		$~~3,978.74~~ 4539.70

D. Non-Residential Service~~.~~:

1. ~~1.~~ Availability. This schedule applies to ~~nonresidential customers~~Non-Residential Customers who meet one of the following criteria:

a) Water usage is primarily due to manufacturing of a product and irrigation usage is metered separately;

b) Municipal facilities that agree to curtail water usage at the Utility's discretion based on drought measures and conservation practices;

c) Customers that operate a restaurant with a meter size of less than two inches;

d) Customers with installed and qualifying on-site evaporative cooling

equipment;

e) Customers utilizing reclaimed water;

f) Irrigation-only meters; or

g) Customers whose use is not covered by a specific rate schedule.

2. ~~2. Nonresidential~~Non-Residential Customer Base Charge ~~Per Month.~~ per month.

Meter Size	Inside City Limits	Outside City Limits
¾-inch meter	$~~49~~51.85	$~~60.00~~ 62.40
1-inch meter	$~~83.15~~ 86.50	$~~100~~104.05
1½-inch meter	$~~166.20~~ 172.85	$~~200~~208.00
2-inch meter	$~~332.45~~ 345.75	$~~400~~416.05
3-inch meter	$~~797.90~~ 829.80	$~~960.05~~ 998.45
4-inch meter	$~~1,396.30~~ 1452.15	$~~1,680.15~~ 1747.35
6-inch meter	$~~3,058.50~~ 3180.85	$~~3,680.25~~ 3827.45
8-inch meter	$~~5,319.20~~ 5531.95	$~~6,400~~6656.50
Fire hydrant meter	$~~797.90~~ 829.80	$~~960.05~~ 998.45

3. Monthly ~~Nonresidential~~Non-Residential Volumetric Charge, ~~Per~~per 1,000 ~~Gallons~~gallons for ~~Inside~~inside and ~~Outside~~outside City ~~Limits:~~ limits:

Customer Type	Meter Size	Tier 1 Rate	Tier 2 Rate	Tier 2 Threshold
Small commercial	<2"	$~~3.70~~ 4.20	$~~9.96~~ 11.35	300,001 gallons
Large commercial	2"	$~~3.70~~ 4.20	$~~9.96~~ 11.35	600,001 gallons
Large commercial	3"	$~~3.70~~ 4.20	$~~9.96~~ 11.35	900,001 gallons
Large commercial	4"	$~~3.70~~ 4.20	$~~9.96~~ 11.35	4,000,001 gallons
Large commercial	6"	$~~3.70~~ 4.20	$~~9.96~~ 11.35	6,000,001 gallons
Large commercial	8"	$~~3.70~~ 4.20	$~~9.96~~ 11.35	8,000,001 gallons
Manufacturing	<8"	$~~3.70~~ 4.20		
Municipal interruptible		$~~3.70~~ 4.20		
Restaurant		$~~3.70~~ 4.20		
Evaporative Cooling		$~~3.70~~ 4.20		
Fire flow		$~~3.70~~ 4.20		
Irrigation only		$~~11.05~~ 12.60		
Fire hydrant meter		$~~13.10~~ 14.95		
Reclaimed water		$~~1.95~~ 2.20		

E. Fire Hydrant Meter/Bulk Water~~.~~:

1. Applicability. This section applies to bulk water customers authorized by the City to take water from a pre-determined fire hydrant having a fixed bulk meter.

a) A $1,500~~.00~~ deposit is required prior to use unless water is prepaid (bulk water).

b) Usage is read and billed monthly.

c) Monthly base rate is established in Section 13.04.120.C.2 ~~"~~"Fire ~~hydrant meter."~~ Hydrant Meter."

d) Monthly volumetric charge is established in Section 13.04.120.C.3 ~~"~~"Fire ~~hydrant meter."~~ Hydrant Meter."

~~e.~~de) Additional requirements pertaining to fire hydrants used for bulk water delivery are in Chapter 13.35 (*Fire* ~~hydrant use~~*Hydrant Use*) and Chapter 13.36 (*Cross* ~~connection control).~~ *Connection Control*).

F. A customer may request an exemption to the rates provided in this Section for leaks that occur on the customer side of the meter. The request shall be in writing and addressed to the City Manager or his or her designee, who, after a review of the circumstances of the request, may approve or disapprove the exemption request in his or her sole discretion.

G. All other provisions for City utility service shall apply, except as provided in this Chapter.

Sec. 13.04.150. Water tap rates.

Water tap rates are as follows:

A. Inside ~~City.~~ city.

WATER METER CONNECTIONS-3/4"	$698.50
~~Water meter connections—1"~~ WATER METER CONNECTIONS-1"	$~~730.00~~ 770.95
~~Water meter connections—1½"~~ WATER METER CONNECTIONS-1 1/2"	$~~860.00~~ 1,044.85
~~Water meter connections—2"~~ WATER METER CONNECTIONS-2"	$1,~~250.00~~ 315.30
~~Water meter connections—3"~~ WATER METER CONNECTIONS-3"	$2,~~840.00~~ 976.85
~~Water meter connections—4"~~ WATER METER CONNECTIONS-4"	~~$3,830.00~~ $726.95 + meter price
~~Water meter connections—6"~~ WATER METER CONNECTIONS-6"	~~$6,250.00~~ $726.95 + meter price
~~Water meter connections—8"~~ WATER METER CONNECTIONS-8"	~~$7,370.00~~ $726.95 + meter price
~~Water meter connections—10"~~ WATER METER CONNECTIONS-10"	~~$12,870.00~~ $726.95 + meter price
~~Water meter connections—12"~~ WATER METER CONNECTIONS-12"	~~$16,070.00~~ $726.95 + meter price

B. Outside ~~City.~~ city.

~~Water meter connections—¾"~~ WATER METER CONNECTIONS-3/4"	$~~670.00~~ 768.40
~~Water meter connections—1"~~ WATER METER CONNECTIONS-1"	$~~750.00~~ 848.05
~~Water meter connections—1½"~~ WATER METER CONNECTIONS-1 1/2"	$~~880.00~~ 1,149.30
~~Water meter connections—2"~~ WATER METER CONNECTIONS-2"	$1,~~270.00~~ 446.85
~~Water meter connections—3"~~ WATER METER CONNECTIONS-3"	$~~2,900.00~~ 3,274.50
~~Water meter connections—4"~~ WATER METER CONNECTIONS-4"	~~$3,900.00~~ $799.65 + meter price
~~Water meter connections—6"~~ WATER METER CONNECTIONS-6"	~~$6,380.00~~ $799.65 + meter price
~~Water meter connections—8"~~ WATER METER CONNECTIONS-8"	~~$7,490.00~~ $799.65 + meter price
~~Water meter connections—10"~~ WATER METER CONNECTIONS-10"	~~$13,020.00~~ $799.65 + meter price
~~Water meter connections—12"~~ WATER	~~$16,220.00~~ $799.65 + meter price

METER CONNECTIONS-12"	

C. Large Meter Connection Fees

1. For meters 4” and larger, meter connection fees will be calculated using the meter price at the time of the meter request for the selected meter size plus the following labor and equipment charges:

   a. Inside City

      i. $726.95

   b. Outside City

      i. $799.65

Plus:

Engineering and Inspection Fee	-In City	Out of City
Residential:		
—Single-family	$625~~.00~~ per dwelling unit	$625~~.00~~ per dwelling unit
–Multi-family (4 or more units)	$400~~.00~~ per dwelling unit	$420~~.00~~ per dwelling unit
~~RV's per stop~~ RV's Per Spot	$80.00 per spot	$80.00 per spot
~~Nonresidential~~ Non-residential	~~$0.~~$.25 per sq. ft. area	~~$0.~~$.25 per sq. ft. area

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
First Reading - Wastewater Rate Increase

SUGGESTED ACTION:
First Reading of an Ordinance amending Section 13.04.140 of the Code of Ordinances related to sewer rates and charges -- Chelsea Solomon, PE, Water Utilities Director, and Leigh Wallace, Chief Financial Officer

ITEM SUMMARY:
The City continues to engage NewGen Strategies for water and wastewater utility cost of service and rate modeling for Fiscal Year 2027, with increases to be effective October 2026. Model results and rates were last presented during the spring of 2026 for Fiscal Year 2027, with increases effective October 1, 2026.

Staff and NewGen have continued to update the model to: update known changes in capital projects from the master plan, update customer growth assumptions, update inflation assumptions, update debt structuring, and update new programming for the FY2027 budget. These results were reviewed with the Water Advisory Board at their May 14th, 2026 meeting. The Board supported the proposed rate changes. The FY2027 updated model was reviewed with Council at the May 26, 2026 workshop. The proposed residential and commercial rate increases are 12% to the Wastewater (Sewer) Base Rate and 12% to the Wastewater Volumetric Rate. The wastewater base and volumetric rates in the previous Rate Study estimated a 13% increase for wastewater rates for fiscal year 2027. The impact on a residential customer is a $7.30 increase per month. This rate is still comparable with other regional water utility providers.

FINANCIAL IMPACT:
Rate increases are proposed to be effective October 1, 2026 and reflected in the fiscal year 2027 Operating Budget. Additional rate increases are forecasted for the next 5 years.

SUBMITTED BY:
Rebecca Fisher, Water Utility Department

ATTACHMENTS:
Ord_WWRatesFY2027_1st Reading_7.14.2026.pdf
WW Rates FY 2027 Redline Changes.pdf
Staff_presentation_Items_2026.07.14_First_Reading_Water_and_Sewer_Rates_and_Fees 2.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTION 13.04.140 OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN TEXAS TITLED "RATES AND CHARGES--SEWERS—SCHEDULE"; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City periodically reviews and adjusts its wastewater rates; and

WHEREAS, the City last modified its wastewater rates in October 2025, and

WHEREAS, the City has completed a cost-of-service study for the wastewater utility service; and

WHEREAS, the City wishes to modify its wastewater rates and sewer tap rates to recover the cost of wastewater service; and

WHEREAS, the City Council of the City of Georgetown wishes to adopt new wastewater rates, effective for all utility services provided on and after October 1, 2026.

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

SECTION 1. The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 3. Section 13.04.140 of the City of Georgetown Code of Ordinances is hereby amended to read as set forth in **Exhibit A** attached hereto and incorporated herein.

.

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

SECTION 6. If any provision of this ordinance or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

SECTION 7. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective and be in full force and effect on October 1, 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.

ATTEST: **THE CITY OF GEORGETOWN:**

_____ _____

Robyn Densmore, City Secretary Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

EXHIBIT A

Sec. 13.04.140. Rates and charges—Sewers—Schedule.

Residential Service:

A. Availability. This schedule applies to residential customers in single-family residences, or to residential locations that have domestic use only and one individual dwelling unit per water meter. This schedule is not available to multi-family dwellings of more than one dwelling unit per water meter.

B. Net Monthly Rates.

   1. Flat Rate Inside City Limits: $68.15 per month
   2. Flat Rate Outside City Limits: $78.40 per month

C. Residential customers may request a low-income sewer discount that is 20 percent below the current Flat Rate for the Residential Service that is applicable.

   1. Request for low-income discount must be made in writing.
   2. To qualify for the discount, customer or a permanent resident in the household must participate in the Medicaid Program and provide verifiable proof of that participation, such as a Medicaid card or official documentation.
   3. Requests for the low-income discount must be renewed annually.

D. Any customer connected to the City sewer must pay the sewer charges in this Section.

Small Commercial:

A. Availability. This schedule is available, by written request only, to non-residential consumers that have a single water line to their location that is no larger than ¾-inch and serves only one unit; a single sewer line, no larger than four inches; no more than ten plumbing fixtures; and whose function, processes or product does not utilize or require water.

B. Net Monthly Rate.

   1. Flat Rate Inside City Limits: $68.15 per month
   2. Flat Rate Outside City Limits: $78.40 per month

Commercial:

A. Availability. This schedule applies to non-residential customers at commercial or general service locations with a wastewater service line six inches or smaller.

B. Net Monthly Rate.

1. Inside City Limits.

a) Customer Charge: $103.05 per month

b) Volumetric Charge: $5.95 per 1,000 gallons

2. Outside City Limits.

a) Customer Charge: $118.50 per month

b) Volumetric Charge: $6.85 per 1,000 gallons

C. The volumetric charges in this Section are calculated using the actual water consumption billed per month.

Large Commercial:

A. Availability. This schedule applies to non-residential customers at commercial or general service locations with a wastewater service line eight inches or larger. Multifamily locations do not qualify.

B. Net Monthly Rate.

1. Inside City Limits.

a) Customer Charge: $183.00 per month

b) Volumetric Charge: $5.95 per 1,000 gallons

2. Outside City Limits.

a) Customer Charge: $210.60 per month

b) Volumetric Charge: $6.85 per 1,000 gallons

C. The volumetric charges in this Section are calculated using the actual water consumption billed per month.

Multifamily:

A. Availability. This schedule applies to multi-family residential customers with domestic use only and more than one individual dwelling unit per water meter.

B. Net Monthly Rate. Multifamily Dwellings served by one master meter will be billed on a per unit basis. The minimum charge will be an amount equal to the applicable Residential Service rate multiplied by the number of dwelling units, multiplied by two-thirds (2/3).

C. Any non-residential portion of a multifamily location with a separate meter shall be considered a small commercial, commercial, or large commercial consumer, depending upon the size of the line to said meter.

Industrial:

A. Availability. This schedule applies to any non-residential customer with a wastewater service line six inches or small and whose Standard Industrial Classification (SIC) Code has the potential for discharges that exceed the limits of Domestic Sewage as defined in section

13.20.040 and is considered an Industrial User and is subject to industrial waste permitting and wastewater strength sampling.

B. An annual wastewater sample and pretreatment permit renewal by the City is used to determine the Industrial Users wastewater strength factor. The wastewater strength factor remains in effect for a 12-month period following the sample results, or until replaced by a wastewater strength factor calculated as a result of a more recent sample.

C. If a customer believes that the calculated wastewater strength factor is incorrect, the customer may request a follow-up sample whose strength factor will be averaged with results of the normally scheduled sample and the averaged results will remain in effect for the original 12-month period from the prior sample. The customer will be charged a resample fee of $250.

D. Net Monthly Rate.

1. Inside City Limits.

a) Customer Charge: $142.60 per month

b) Volumetric Charge: $5.95 per 1,000 gallons multiplied by the customer's wastewater strength factor.

2. Outside City Limits.

a) Customer Charge: $164.00 per month

b) Volumetric Charge: $6.85 per 1,000 gallons multiplied by the customer's wastewater strength factor.

E. The volumetric charges in this Section are calculated using the actual water consumption billed per month.

Large Industrial:

A. Availability. This surcharge applies to any non-residential customer with a wastewater service line eight inches or larger and whose Standard Industrial Classification (SIC) Code has the potential for discharges that exceed the limits of Domestic Sewage as defined in section 13.20.040 and is considered an Industrial User and is subject to industrial waste permitting and wastewater strength sampling.

B. An annual wastewater sample and pretreatment permit renewal by the City is used to determine the Industrial Users wastewater strength factor. The wastewater strength factor remains in effect for a 12-month period following the sample results, or until replaced by a wastewater strength factor calculated as a result of a more recent sample.

C. If a customer believes that the calculated wastewater strength factor is incorrect, the customer may request a follow-up sample whose strength factor will be averaged with results of the normally scheduled sample and the averaged results will remain in effect for the original 12-month period from the prior sample. The customer will be charged a resample fee of $250.

D. Net Monthly Rate.

1. Inside City Limits.

a) Customer Charge: $222.15 per month

b) Volumetric Charge: $5.95 per 1,000 gallons multiplied by the customer's wastewater strength factor.

2. Outside City Limits.

a) Customer Charge: $249.65 per month

b) Volumetric Charge: $6.85 per 1,000 gallons multiplied by the customer's wastewater strength factor.

F. The volumetric charges in this Section are calculated using the actual water consumption billed per month.

Evaporative Cooling or Wastewater Diversion Credit:

A. Availability. This schedule is available to non-residential locations, with the exception of those qualifying for a flat small commercial sewer rate, which have installed qualifying evaporative cooling equipment or whose product or process diverts water from the wastewater collection system.

B. An evaporative cooling system or other qualifying water diversion is eligible for a reduced volumetric rate.

1. The rate reduction is equal to the average system evaporation or diversion, documented by a calculation signed and sealed by a licensed professional engineer, less an amount equal to two percent for error.

C. Volumetric Evaporative Cooling or Product Diversion Credit.

1. With Documented Engineering Calculation Standard Rate x (100% - (diversion % - 2%)

D. Customer may request that the City adjust their diversion percent by providing documentation of an updated engineering calculation, no more than once annually.

E. City may require customer to provide documentation of an updated engineering calculation to maintain the existing credit if there have been changes to the equipment or location that may alter the evaporative cooling equipment or other water diversion process. City may also request documentation verifying compliance with industrial waste discharge regulations.

Sec. 13.04.140. Rates and charges—Sewers—Schedule.

Residential Service:

A. Availability. This schedule applies to residential customers in single-family residences, or to residential locations that have domestic use only and one individual dwelling unit per water meter. This schedule is not available to multi-family dwellings of more than one dwelling unit per water meter.

B. Net Monthly Rates.

1. Flat Rate Inside City Limits: $~~60.85~~68.15 per month~~.~~

2. Flat Rate Outside City Limits: $~~70.00~~78.40 per month~~.~~

C. Residential customers may request a low-income sewer discount that is 20 percent below the current ~~flat rate~~Flat Rate for the ~~residential service~~Residential Service that is applicable.

1. Request for low-income discount must be made in writing.

2. To qualify for the discount, customer or a permanent resident in the household must participate in the Medicaid Program and provide verifiable proof of that participation, such as a Medicaid card or official documentation.

3. Requests for the low-income discount must be renewed annually.

D. Any customer connected to the City sewer must pay the sewer charges in this Section.

Small Commercial:

A. Availability. This schedule is available, by written request only, to ~~nonresidential~~non-residential consumers that have a single water line to their location that is no larger than ~~three-fourths~~ ¾-inch and serves only one unit; a single sewer line, no larger than four inches; no more than ten plumbing fixtures; and whose function, processes or product does not utilize or require water.

B. Net Monthly Rate.

1. Flat Rate Inside City Limits: $~~60.85~~68.15 per month~~.~~

2. Flat Rate Outside City Limits: $~~70.00~~78.40 per month~~.~~

Commercial:

A. Availability. This schedule applies to ~~nonresidential~~non-residential customers at commercial or general service locations with a wastewater service line six inches or smaller.

B. Net Monthly Rate.

1. Inside City Limits.

a) Customer Charge: $~~92.00~~103.05 per month~~.~~

b) Volumetric Charge: $5.~~30~~95 per 1,000 gallons~~.~~

2. Outside City Limits.

a) Customer Charge: $~~105.90~~118.50 per month~~.~~

b) Volumetric Charge: $6.~~05~~85 per 1,000 gallons~~.~~

C. The volumetric charges in this Section are calculated using the actual water consumption billed per month.

Large Commercial:

A. Availability. This schedule applies to ~~nonresidential~~non-residential customers at commercial or general service locations with a wastewater service line eight inches or larger. ~~Multi-family~~Multifamily locations do not qualify.

B. Net Monthly Rate.

1. Inside City Limits.

a) Customer Charge: $~~163.40~~183.00 per month~~.~~

b) Volumetric Charge: $5.~~30~~95 per 1,000 gallons~~.~~

2. Outside City Limits.

a) Customer Charge: $~~188.05~~210.60 per month~~.~~

b) Volumetric Charge: $6.~~05~~85 per 1,000 gallons~~.~~

C. The volumetric charges in this Section are calculated using the actual water consumption billed per month.

Multifamily:

A. Availability. This schedule applies to multi-family residential customers with domestic use only and more than one individual dwelling unit per water meter.

B. Net Monthly Rate. ~~Multi-family dwellings~~Multifamily Dwellings served by one master meter will be billed on a per unit basis. The minimum charge will be an amount equal to the applicable ~~residential service~~Residential Service rate multiplied by the number of dwelling units, multiplied by two-thirds~~.~~ (2/3).

C. Any ~~nonresidential~~non-residential portion of a ~~multi-family~~multifamily location with a separate meter shall be considered a small commercial, commercial, or large commercial consumer, depending upon the size of the line to said meter.

Industrial:

A. Availability. This schedule applies to any ~~nonresidential~~non-residential customer with a wastewater service line six inches or small and whose Standard Industrial Classification (SIC) Code has the potential for discharges that exceed the limits of ~~domestic sewage as defined in section 13.20.040 and is considered an industrial user and is subject to industrial waste permitting and wastewater strength sampling.~~ Domestic Sewage as defined in section

13.20.040 and is considered an Industrial User and is subject to industrial waste permitting and wastewater strength sampling.

B. An annual wastewater sample and pretreatment permit renewal by the City is used to determine the ~~industrial users~~Industrial Users wastewater strength factor. The wastewater strength factor remains in effect for a 12-month period following the sample results, or until replaced by a wastewater strength factor calculated as a result of a more recent sample.

C. If a customer believes that the calculated wastewater strength factor is incorrect, the customer may request a follow-up sample whose strength factor will be averaged with results of the normally scheduled sample and the averaged results will remain in effect for the original 12-month period from the prior sample. The customer will be charged a resample fee of $250.~~00.~~

D. Net Monthly Rate.

1. Inside City Limits.

a) Customer Charge: $~~127.30~~142.60 per month~~.~~

b) Volumetric Charge: $5.~~30~~95 per 1,000 gallons multiplied by the ~~customer's~~customer's wastewater strength factor.

2. Outside City Limits.

a) Customer Charge: $~~140.85~~164.00 per month~~.~~

b) Volumetric Charge: $6.~~05~~85 per 1,000 gallons multiplied by the ~~customer's~~customer's wastewater strength factor.

E. The volumetric charges in this Section are calculated using the actual water consumption billed per month.

Large Industrial:

A. Availability. This surcharge applies to any ~~nonresidential~~non-residential customer with a wastewater service line eight inches or larger and whose Standard Industrial Classification (SIC) Code has the potential for discharges that exceed the limits of ~~domestic sewage as defined in section 13.20.040 and is considered an industrial user and is subject to industrial waste permitting and wastewater strength sampling.~~ Domestic Sewage as defined in section ~~B.~~ 13.20.040 and is considered an Industrial User and is subject to industrial waste permitting and wastewater strength sampling.

B. An annual wastewater sample and pretreatment permit renewal by the City is used to determine the ~~industrial users~~Industrial Users wastewater strength factor. The wastewater strength factor remains in effect for a 12-month period following the sample results, or until replaced by a wastewater strength factor calculated as a result of a more recent sample.

C. If a customer believes that the calculated wastewater strength factor is incorrect, the customer may request a follow-up sample whose strength factor will be averaged with results of the normally scheduled sample and the averaged results will remain in effect for the original 12-month period from the prior sample. The customer will be charged a resample fee of $250.~~00.~~

D. Net Monthly Rate.

1. Inside City Limits.

a) Customer Charge: $~~198.35~~222.15 per month~~.~~

b) Volumetric Charge: $5.~~30~~95 per 1,000 gallons multiplied by the

~~customer's~~customer's wastewater strength factor.

2. Outside City Limits.

a) Customer Charge: $~~222.90~~249.65 per month~~.~~

b) Volumetric Charge: $6.~~05~~85 per 1,000 gallons multiplied by the ~~customer's~~customer's wastewater strength factor.

F. The volumetric charges in this Section are calculated using the actual water consumption billed per month.

Evaporative Cooling or Wastewater Diversion Credit:

A. Availability. This schedule is available to ~~nonresidential~~non-residential locations, with the exception of those qualifying for a flat small commercial sewer rate, which have installed qualifying evaporative cooling equipment or whose product or process diverts water from the wastewater collection system.

B. An evaporative cooling system or other qualifying water diversion is eligible for a reduced volumetric rate.

1. The rate reduction is equal to the average system evaporation or diversion, documented by a calculation signed and sealed by a licensed professional engineer, less an amount equal to two percent for error.

C. Volumetric Evaporative Cooling or Product Diversion Credit.

1. With ~~documented engineering calculation standard rate ×~~Documented Engineering Calculation Standard Rate x (100% - (diversion % - 2~~%)).~~ %)

D. Customer may request that the City adjust their diversion percent by providing documentation of an updated engineering calculation, no more than once annually.

E. City may require customer to provide documentation of an updated engineering calculation to maintain the existing credit if there have been changes to the equipment or location that may alter the evaporative cooling equipment or other water diversion process. City may also request documentation verifying compliance with industrial waste discharge regulations.

WATER AND SEWER RATES & ASSOCIATED FEES

July 14, 2026 | CITY COUNCIL

GEORGETOWN TEXAS

Rate Design Milestones

DATE	ACTION
May 14, 2026	Water Utility Advisory Board review of cost of service and rates
May 26, 2026	Council Workshop to review cost of service and rate design
July 14, 2026	First Reading of Ordinance Revisions
August 11, 2026	Second Reading of Ordinance Revisions
October 1, 2026	Effective Date of FY2027 Rates

Rate Goals

Our goal is to provide safe, reliable and affordable water and wastewater services

Rate studies are an industry best practice that ensure:

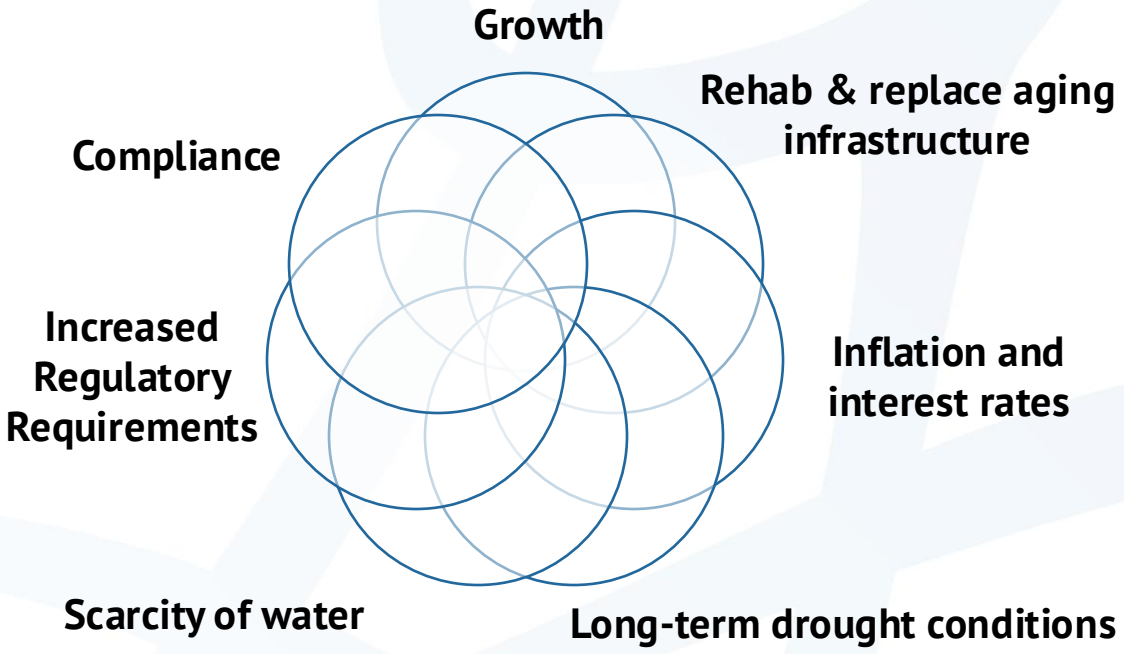
- Revenues are sufficient to recover operating costs
- Ability to proactively maintain and invest in infrastructure
- Based on the equitable allocation of costs to each customer class
- A reflection of the values of our customers and community

MAJOR FACTORS BEHIND MULTI-YEAR RISING WATER RATES

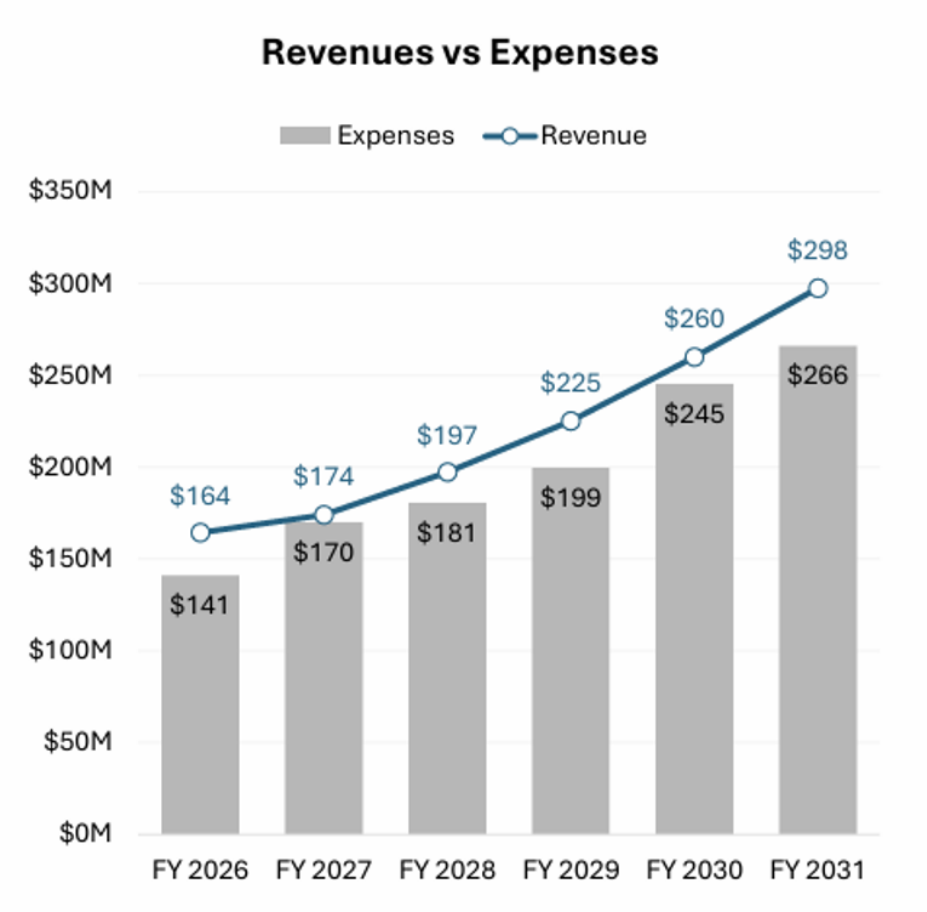
Multitude of pressures influencing our cost of service

Water rates are rising across the state and nation for a variety of reasons, and Georgetown is not immune to those impacts.

Our strategic investments in supply reliability, coupled with work to maintain our system, mean that residents and businesses will pay more for water in future years.



Projected Rate Performance



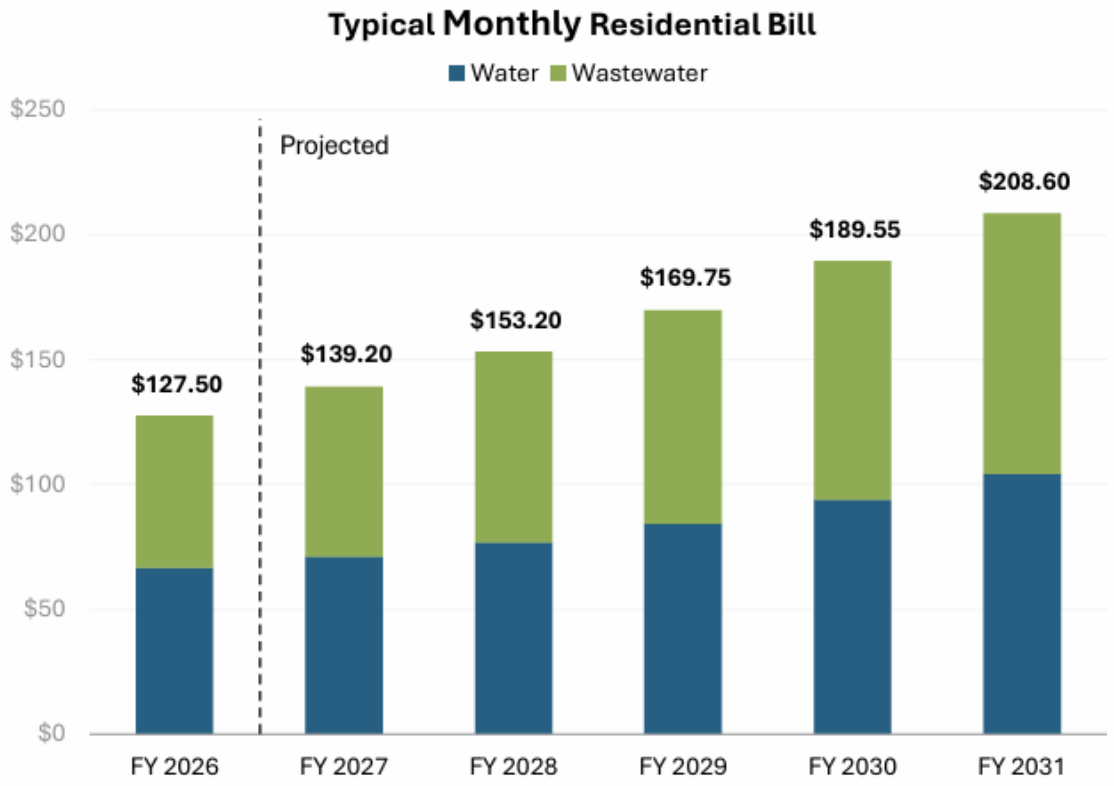
- Projected annual increases range from 4% - 14% per year for various components of water and wastewater rates.
- Larger increases applied to water volumetric charges to provide stronger price incentives to conserve water.
- Larger increases applied to wastewater minimum charges to address cost recovery requirements.

Projected Rate Increases

Water	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Minimum / Fixed	4.0%	6.0%	8.0%	10.0%	10.0%
Volumetric	14.0%	14.0%	14.0%	14.0%	14.0%
Wastewater	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Minimum / Fixed	12.0%	12.0%	12.0%	12.0%	9.0%
Volumetric	12.0%	12.0%	12.0%	12.0%	9.0%

Rate Effect on Monthly Bills

- Impact of projected rate increases on typical residential customer
- ¾” Meter
- 6,000 Gallons Water Consumption



Customer Engagement & Assistance

- Disseminate messaging on all City communication channels as part of the FY2027 budget process. Examples include:
  - News release
  - City website
  - Social media
  - Utility bill inserts
- Continue focus on conservation, rebates, and customer assistance programs

Water Tap Fees

- Tap Fees updated for costs of meters, staff time, and vehicle costs, and equipment costs.
  - Large (> 3”) tap fees modified to formula-based fee to allow for appropriate cost recovery based on meter type.
    - EX: a standard 6” meter currently costs $5,267.00, while a 6” high/low flow meter costs over $20,000.
      - Under existing fee schedule, non-standard meter types are issued at a deficit to the utility.
      - New fee schedule charges fixed labor and equipment costs plus the current price we are paying for the meter.
        - In-City = $726.95 + current meter price
        - Outside City = $799.65 + current meter price

Water Tap Fees – Inside City

- Fee includes meter, radio, labor, truck roll, administrative fee, franchise fee and PILOT.
- Larger meters include more than one staff person and crane truck.

Size – Inside City Limits	FY 2026	Proposed
WATER METER CONNECTIONS-3/4"	$640.00	$698.50
WATER METER CONNECTIONS-1"	$730.00	$770.95
WATER METER CONNECTIONS-1 1/2"	$860.00	$1,044.85
WATER METER CONNECTIONS-2"	$1,250.00	$1,315.30
WATER METER CONNECTIONS-3"	$2,840.00	$2,976.85
WATER METER CONNECTIONS-4”	$3,830.00	$726.95 + Meter Price
WATER METER CONNECTIONS-6"	$6,250.00	$726.95 + Meter Price
WATER METER CONNECTIONS-8"	$7,370.00	$726.95 + Meter Price
WATER METER CONNECTIONS-10"	$12,870.00	$726.95 + Meter Price
WATER METER CONNECTIONS-12"	$16,070.00	$726.95 + Meter Price

Water Tap Fees – Outside City

- Fee includes meter, radio, labor, truck roll, administrative fee, franchise fee and PILOT.
- Larger meters include more than one staff person and crane truck.

Size – Outside City Limits	FY 2026	Proposed
WATER METER CONNECTIONS-3/4"	$670.00	$768.40
WATER METER CONNECTIONS-1"	$750.00	$848.05
WATER METER CONNECTIONS-1 1/2"	$880.00	$1,149.30
WATER METER CONNECTIONS-2"	$1,270.00	$1,446.85
WATER METER CONNECTIONS-3"	$2,900.00	$3,274.50
WATER METER CONNECTIONS-4"	$3,900.00	$799.65 + Meter Price
WATER METER CONNECTIONS-6"	$6,380.00	$799.65 + Meter Price
WATER METER CONNECTIONS-8"	$7,490.00	$799.65 + Meter Price
WATER METER CONNECTIONS-10"	$13,020.00	$799.65 + Meter Price
WATER METER CONNECTIONS-12"	$16,220.00	$799.65 + Meter Price

Ordinance Caption Water

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTIONS 13.04.120 AND 13.04.150 OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN TEXAS RELATING TO WATER SERVICE RATES AND CHARGES AND WATER TAP AND METER FEES; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Ordinance Caption Sewer

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTION 13.04.140 OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN TEXAS TITLED "RATES AND CHARGES--SEWERS—SCHEDULE"; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND SETTING AN EFFECTIVE DATE.

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
First Reading - 2026-5-ANX - 8600 RM 2338

SUGGESTED ACTION:
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, 11.59 acres of land out of the Lewis P. Dyches Survey, Abstract No. 171, as the General Commercial (C-3) zoning district, for the property generally located at 8600 RM 2338, Georgetown, Texas (2026-5-ANX) -- Colin Davidson, Senior Planner

ITEM SUMMARY:
Applicant is requesting to annex into city limits with an initial zoning district of General Commercial (C-3).

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Anish Dsouza, Planning Department

ATTACHMENTS:
2026-5-ANX - Ordinance with Exhibits.pdf
2026-5-ANX - Presentation_CC1.pdf
2026-5-ANX - Staff Report_Final.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 General Commercial Zoning District.pdf
Exhibit 5 - Letter of Intent.pdf
Exhibit 6 - Staff Criteria Analysis_Final.pdf
Exhibit 7 - Public Comment.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 GENERAL COMMERCIAL (C-3) OF CERTAIN TERRITORY CONSISTING OF 11.59 ACRES, MORE OR LESS, IN THE LEWIS P. DYCHES SURVEY ABSTRACT NO. 171, AS DESCRIBED HEREIN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, all of the herein-described property lies within the extraterritorial jurisdiction of the City; and

WHEREAS, the City Council approved a Municipal Services Agreement with 8600 Williams, LLC for 11.59 acres on June 9th, 2026; 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, Section 12.46.160 of the City's Code of Ordinances provides that (i) for all annexations wherein the annexed property is ten acres or greater, the City shall update its land use assumptions and transportation impact fees based thereon in accordance with the procedures set forth in Chapter 395 of the Texas Local Government Code, to be completed in conjunction with the annexation process and prior to final acceptance of the annexed property into the corporate City limits; and (ii) for all annexations wherein the annexed property is less than ten acres, the City's Official Transportation Service Area Map shall be updated in conjunction with the annexation, but that such update will be for mapping purposes only and no updates to the transportation impact fee capital improvements plans or land use assumptions will be required; 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 11.59 acres in the Lewis P. Dyches Survey, Abstract No. 171, as shown in Exhibit A and as described in Exhibit B of this ordinance (the "Property"). The Property is hereby included in City Council District 3, as it is adjacent to Council District 3 and no other City Council Districts. The City's official boundary map and City Council Districts map shall be amended accordingly.

Section 4. The Property is hereby included in the transportation service area known as "Sun City." In accordance with Section 12.46.160 of the City's Code of Ordinances, and in view of the fact that the Property is less than ten acres, 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 no 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 General Commercial (C-3) is appropriate for the Property and consistent with the City's Comprehensive Plan, and upon annexation, the Property shall have a zoning of General Commercial (C-3). The City's Official Zoning Map shall be amended accordingly.

Section 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

11.59 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE LEWIS P. DYCHES SURVEY, ABSTRACT NO. 171, AND BEING A PORTION OF THAT TRACT OF LAND CALLED 13.82 ACRES, CONVEYED TO MIKE NATIONS, AND DESCRIBED IN A WARRANTY DEED, RECORDED UNDER DOCUMENT NO. 199972883 OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND FURTHER DESCRIBED BY ACCOMPANYING METES AND BOUNDS (SEE PAGE 1 OF 2 ATTACHED).

JOB NO: 240412
DRAWN: RJT
F.C.: LR

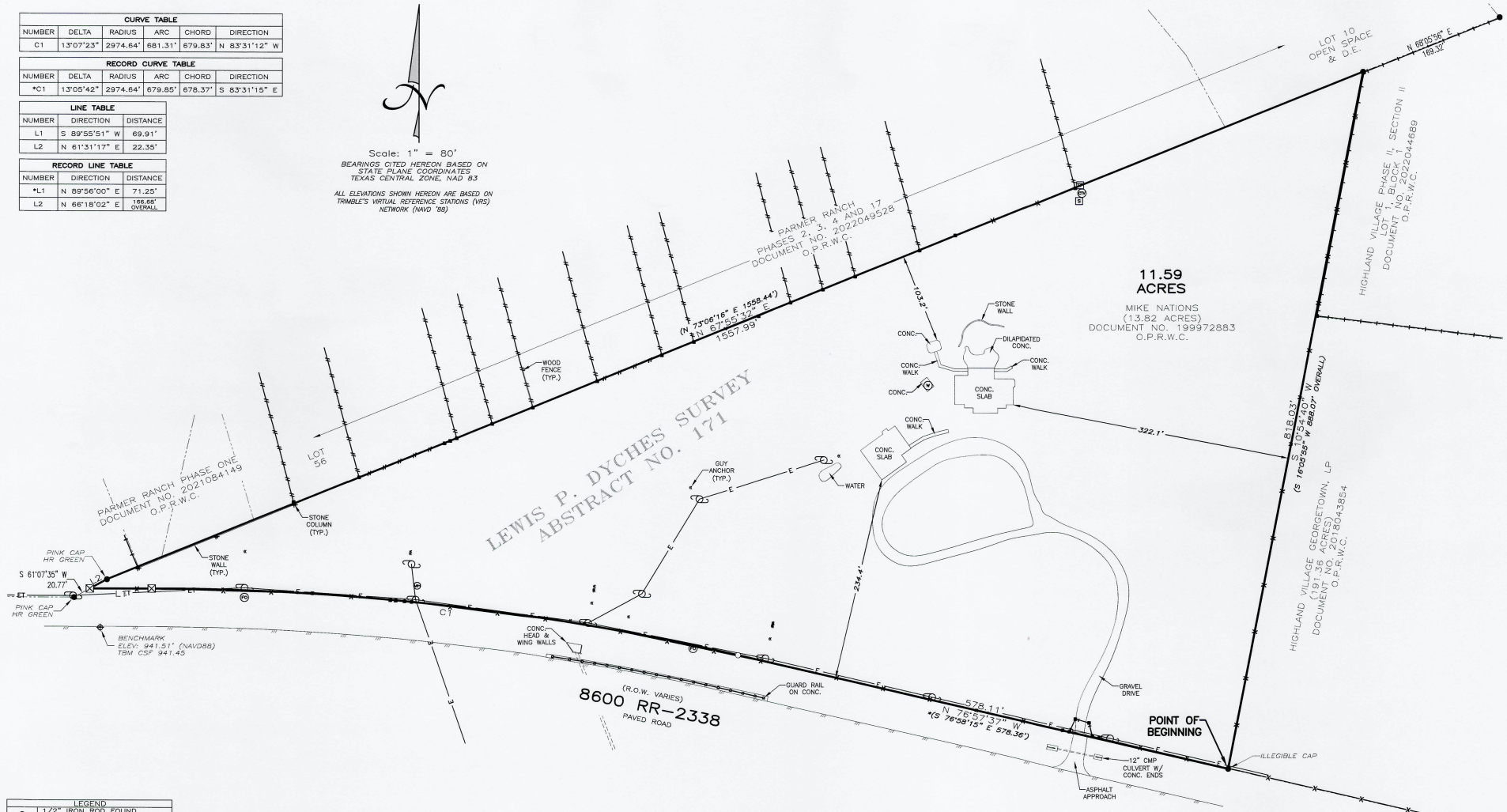
BOUNDARY AND IMPROVEMENTS SURVEY

CURVE TABLE					
NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	13°07'23"	2974.64'	681.31'	679.83'	N 83°31'12" W

RECORD CURVE TABLE					
NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
*C1	13°05'42"	2974.64'	679.85'	678.37'	S 83°31'15" E

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 89°55'51" W	69.91'
L2	N 61°31'17" E	22.35'

RECORD LINE TABLE		
NUMBER	DIRECTION	DISTANCE
*L1	N 89°56'00" E	71.25'
L2	N 66°18'02" E	166.68' OVERALL



LEGEND	
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON ROD SET W/ PINK CAP STAMPED "TLS INC."
■	FENCE POST
	UTILITY POLE
—E—	ELECTRIC LINES
—ET—	ELECTRIC/TELEPHONE LINES
	PAVEMENT
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
( )	RECORD INFORMATION
	CABLE TV
	FIBER OPTIC
	MANHOLE
	SIGN
	TRANSFORMER ON CONCRETE
C.M.P.	CORREGATED METAL PIPE
CONC.	CONCRETE
R.O.W.	RIGHT-OF-WAY

NOTES:

-(*) INDICATES RECORD INFORMATION FROM THE RIGHT-OF-WAY TAKING, DESCRIBED IN A WARRANTY DEED RECORDED UNDER DOCUMENT NO. 2009051727.

THIS AREA DOES NOT APPEAR TO BE IN A SPECIAL FLOOD HAZARD AREA PER FEMA'S FLOOD INSURANCE RATE MAP #48491C0293F, DATED DEC. 20, 2019. THIS STATEMENT IS NOT MADE IN LIEU OF AN ELEVATION CERTIFICATE.

SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. OTHER EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON MAY AFFECT.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

THAT SURVEYOR FOR TEXAS LAND SURVEYING, INC., HAVE THIS DATE CAUSED TO BE PERFORMED AN ON-THE-GROUND SURVEY UNDER MY SUPERVISION OF THE FOREGOING TRACT OF LAND AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, ENCROACHMENTS, VISIBLE, UTILITY LINES OR ROADS IN PLACE, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

Texas Land Surveying, Inc.
-A Land Surveying Firm-
3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPLS FIRM NO.10056200

IF THIS DOCUMENT DOES NOT CONTAIN THE STAMP AND SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

STATE OF TEXAS REGISTERED WILLIAM C. STEWART 5785 PROFESSIONAL LAND SURVEYOR

Witness my hand and seal this 16th Day of May, 2024

© Copyright 2024 BY Texas Land Surveying, Inc. THIS SURVEY PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES AND NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED, TO COPY THE SURVEY EXCEPT AS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION, WHICH SHALL TAKE PLACE WITHIN 90 DAYS OF THE COMPLETION OF THE SURVEY.

EXHIBIT B

FIELD NOTES
JOB NO. 240412–00
DATE: 5-20-2024
PAGE 1 OF 2

11.59 ACRES – EXHIBIT TO ACCOMPANY FIELD NOTES

BEING 11.59 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE LEWIS P. DYCHES SURVEY, ABSTRACT NO. 171, AND BEING A PORTION OF THAT TRACT OF LAND CALLED 13.82 ACRES, CONVEYED TO MIKE NATIONS, DESCRIBED IN A WARRANTY DEED, RECORDED UNDER DOCUMENT NO. 199972883 OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS SURVEYED ON THE GROUND ON THIS, THE 16TH DAY OF MAY, 2024, BY TEXAS LAND SURVEYING, INC., AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with illegible cap, found in the north right-of-way margin of RR-2338, in the east line of said Nations tract, for the southwest corner of a called 191.36 acres, conveyed to Highland Village Georgetown, LP, and described in a Warranty Deed recorded under Document No. 2018043854 of said Official Public Records, and the southeast corner of this parcel;

THENCE N 76º57'37" W, 578.11 feet, into, over and across said Nations tract, along said north margin of RR-2338, and the south line of this parcel, to a ½" iron rod with pink cap stamped "TLS" set, for an angle point in the south line of this parcel, and the start of a curve left, with a radius of 2974.64 feet, and a chord bearing N 83º31'12" W, at 679.83 feet;

THENCE continuing into, over and across said Nations tract, along said north margin of RR-2338, 681.31 feet along the arc of said curve left, to a TXDOT concrete monument with brass disc found, for the end of said curve left, and an angle point in the south line of this parcel;

THENCE continuing into, over and across said Nations tract, along said north margin of RR-2338, and the south line of this parcel, S 89º55'51" W, 69.91 feet to a TXDOT concrete monument with brass disc found in the northwesterly line of said Nations tract, for the southwest corner of this parcel, and an angle point in the north margin of RR-2338, from which a ½" iron rod with pink cap stamped "HR Green", found in said north margin of RR-2338, for an angle point in the south line of Parmer Ranch Phase One, a subdivision in Williamson County, Texas, according to the plat thereof recorded under Document No. 2021084149 of said Official Public Records, bears S 61º07'35" W, 20.77 feet;

THENCE N 61º31'17" E, 22.35 feet along the northwesterly line of said Nations tract, the south line of said Parmer Ranch Phase One, and the northwesterly line of this parcel, to a ½" iron rod with pink cap stamped "HR Green" found, for an angle point;

THENCE N 67º55'32" E, 1557.99 feet along, the northwesterly line of said Nations tract, in part, the south line of said Parmer Ranch Phase One, in part, the south line of Parmer Ranch Phases 2, 3, 4 and 17, a subdivision in Williamson County, Texas, according to the plat thereof, recorded under Document No. 2022049528 of said Official Public Records, and the northwesterly line of this parcel, to a ½" iron rod found, for the the northeast corner of said Nations tract, the northwest corner of Lot 1, Block 1, of Highland Village Phase II, Section II, a subdivision in Williamson County, Texas, according to the plat thereof, recorded under Document No. 2022044689 of said Official Public Records, and the northeast corner of this parcel, from which a ½" iron rod found in the north line of said Highland Village Phase II, Section II, for the southeast corner of Lot 10, an open space and drainage easement lot, of said Parmer Ranch Phases 2, 3, 4 and 17, bears N 68º05'56" E, 169.32 feet;

THENCE S 10º54'40" W, 818.03 feet along the east line of said Nations tract, the west line of said Highland Village Phase II, Section II, the west line of said Highland Village Georgetown, LP tract, and the east line of this parcel, to the **POINT OF BEGINNING**, and containing a computed area of 11.59 acres, more or less.

Bearings cited hereon based on Grid North Texas State Plane Coordinate System Central Zone (NAD83).

5-21-2024

William C. Stewart, RPLS No. 5785
State of Texas

STATE OF TEXAS
REGISTERED
WILLIAM C. STEWART
5785
PROFESSIONAL
LAND SURVEYOR

Texas Land Surveying, Inc.
3613 **Williams** Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPLS FIRM No. 10056200

EXHIBIT C

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF GEORGETOWN, TEXAS

AND 8600 WILLIAMS, LLC

This Municipal Services Agreement ("Agreement") is entered into on the 1st day of June, 2026 by and between the City of Georgetown, Texas, a home-rule municipality of the State of Texas ("City") and 8600 Williams, LLC ("Owner").

RECITALS

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

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

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

WHEREAS, Owner owns certain parcels of land located at 8600 RM 2338, Georgetown, Texas 78633, which consists of approximately 11.59 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. 2026-5-ANX ("Annexation Case");

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

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

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

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES.

a. Commencing on the Effective Date, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.

i. Fire Protection and Emergency Medical Services – The City of Georgetown Fire Department will provide response services in the annexed area consisting of: fire suppression and rescue; emergency response to 9-1-1 calls; fire prevention education efforts, and other duties and services provided by the Georgetown Fire Department.

ii. Police – The City's Police Department will provide protection and law enforcement services.

iii. Planning and Development, Building Permits, and Inspections Services - Upon annexation, the City will provide site plan review; zoning approvals; Building Code and other standard Code inspection services; City Code enforcement; sign regulations and permits; and Stormwater Permit services in the annexed.

iv. Parks and Recreational Facilities. Residents of the Property will be permitted to utilize all existing publicly-owned parks and recreational facilities and all such facilities acquired or constructed after the Effective Date (including community service facilities, libraries, swimming pools, etc.), throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

v. Other Publicly Owned Buildings. Residents of the Property will be permitted to use all other publicly owned buildings and facilities where the public is granted access.

vi. Library – Upon annexation, library privileges will be available to anyone residing in the annexed area

vii. Stormwater Utility Services – The Property will be included in the City's Stormwater Utility service area and will be assessed a monthly fee based on the amount of impervious surface. The fees

will cover the direct and indirect costs of stormwater management services.

viii. Streets, Roads, and Street Lighting – The City will provide preventative maintenance of the existing public streets and roads in the annexed area over which it has jurisdiction through maintenance and preventative maintenance services such as emergency pavement repair; ice and snow monitoring; crack seal, sealcoat, slurry seal, and PM overlay; and other routine repair. The City shall not maintain private roads in the annexed area. Preventative maintenance projects are prioritized on a City-wide basis and scheduled based on a variety of factors, including surface condition, rideability, age, traffic volume, functional classification, and available funding. As new streets are dedicated and accepted for maintenance they will be included in the City's preventative maintenance program.

ix. Water and Wastewater Facilities in the Annexed Area that Are Not Within the Area of Another Water or Wastewater Utility –City-owned water and wastewater facilities that exist in the annexed area will be maintained in accordance with City ordinances, standards, policies and procedures.

x. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

xi. Code Compliance – The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.

xii. Animal Control Services – Upon annexation, the City shall provide animal control services in the annexed area.

xiii. Business Licenses and Regulations – Upon annexation, the City shall provide business licensing services (Carnivals Circuses and Other Exhibitions; Electrician's Licenses; Gross Receipts Charge or Street Rental; Peddlers and Solicitors; Taxicabs, Buses and Other Vehicles for Hire; Horse Drawn Carriages and other Non-Motorized Vehicles for Hire; Sexually Oriented Businesses; and Alcoholic Beverages) in the annexed area

b. The City will provide water service and wastewater treatment service to developments established after the Effective Date in accordance with, and on the schedule determined by, the City's extension policies, capital improvements schedule, and applicable law and at rates established by City ordinances for such services.

c. The City may impose a fee for any municipal service in the area annexed if

the same type of fee is imposed within the corporate boundaries of the City. All City fees are subject to revision from time to time by the City in its sole discretion.

d. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

e. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

4. **SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.

5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

8. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Williamson County, Texas or the United States District Court for the Western District of Texas, Austin Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers

or immunities.

11. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12. **CAPTIONS**. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13. **AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND**. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.

14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

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

CITY OF GEORGETOWN

By: _____
Josh Schroeder
Mayor

Approved as to Form:

Sr Asst ~~Skye Masson~~ Lyndsay Lujan
City Attorney

Attest:

Robyn Densmore, TRMC
City Secretary

State of Texas §
County of Williamson §

This instrument was acknowledged before me on the 9 day of June, 2026, by Josh Schroeder, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of said corporation.

By: Karen Frost

Notary Public, State of Texas

KAREN FROST
Notary Public, State of Texas
Comm. Expires 05-24-2028
Notary ID 10536084

8600 Williams, LLC

By: _____
Signature

Mike Nations
Print Name

Member, of 8600 Williams, LLC
Title

State of Texas §
County of Williamson §

This instrument was acknowledged before me on the 1st day of June, 2026, by Mike Nations, Member of 8600 Williams, LLC.

By: Heather S Davis, Notary public

Notary Public, State of Texas

HEATHER S. DAVIS
My Notary ID # 994516
Expires July 25, 2028

11.59 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE LEWIS P. DYCHES SURVEY, ABSTRACT NO. 171, AND BEING A PORTION OF THAT TRACT OF LAND CALLED 13.82 ACRES, CONVEYED TO MIKE NATIONS, AND DESCRIBED IN A WARRANTY DEED, RECORDED UNDER DOCUMENT NO. 199972883 OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND FURTHER DESCRIBED BY ACCOMPANYING METES AND BOUNDS (SEE PAGE 1 OF 2 ATTACHED).

JOB NO: 24041
DRAWN: RJT
F.C.: LR

602

BOUNDARY AND IMPROVEMENTS SURVEY

CURVE TABLE					
NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	13°07'23"	2974.64'	681.31'	679.63'	N 83°31'12" W

RECORD CURVE TABLE					
NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
*C1	13°05'42"	2974.64'	679.85'	678.37'	S 83°31'15" E

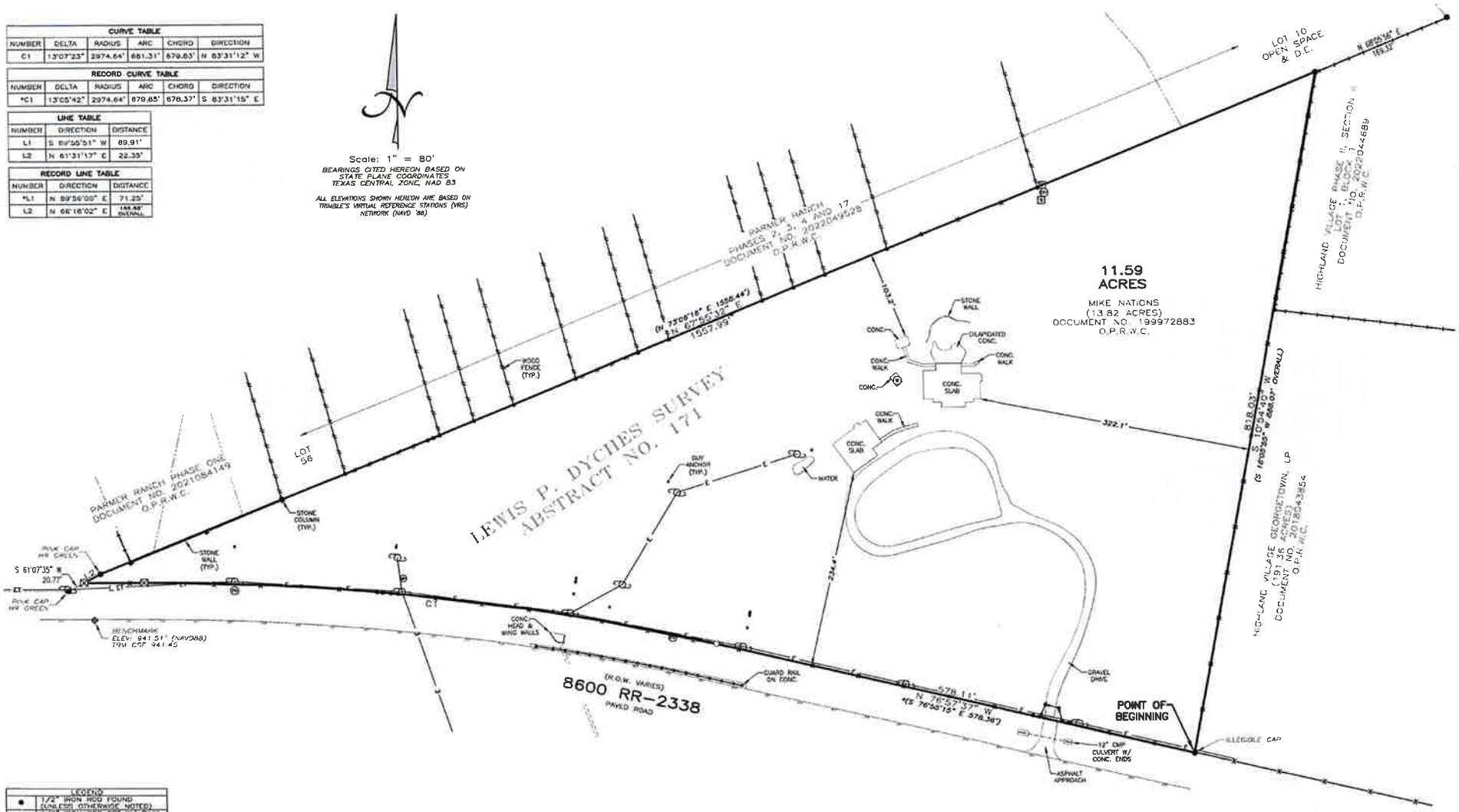
LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 89°55'51" W	69.91'
L2	N 61°31'17" E	22.35'

RECORD LINE TABLE		
NUMBER	DIRECTION	DISTANCE
*L1	N 89°56'00" E	71.25'
L2	N 66°18'02" E	148.48' (OVERALL)

Scale: 1" = 80'

BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES TEXAS CENTRAL ZONE, NAD 83

ALL ELEVATIONS SHOWN HEREON ARE BASED ON TRIMBLE'S VIRTUAL REFERENCE STATIONS (VRS) NETWORK (NAVD '88)



LEGEND	
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON ROD SET W/ "PINK CAP STAMPED "TLS INC."
●	FENCE POST
	UTILITY POLE
—E—	ELECTRIC LINES
—ET—	ELECTRIC/TELEPHONE LINES
	PAVEMENT
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
( )	RECORD INFORMATION
	CABLE TV
	FIBER OPTIC
	MANHOLE
	SIGN
	TRANSFORMER ON CONCRETE
C.M.P.	CORRUGATED METAL PIPE
CONC.	CONCRETE
R.O.W.	RIGHT-OF-WAY

NOTES:

-(*) INDICATES RECORD INFORMATION FROM THE RIGHT-OF-WAY TAKING, DESCRIBED IN A WARRANTY DEED RECORDED UNDER DOCUMENT NO. 2009051727.

THIS AREA DOES NOT APPEAR TO BE IN A SPECIAL FLOOD HAZARD AREA PER FEMA'S FLOOD INSURANCE RATE MAP 48491C0235F, DATED DEC. 20, 2019. THIS STATEMENT IS NOT MADE IN LIEU OF AN ELEVATION CERTIFICATE.

SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. OTHER EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON MAY AFFECT.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

THAT SURVEYOR FOR TEXAS LAND SURVEYING, INC., HAVE THIS DATE CAUSED TO BE PERFORMED AN ON-THE-GROUND SURVEY UNDER MY SUPERVISION OF THE FOREGOING TRACT OF LAND AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, ENCROACHMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

Texas Land Surveying, Inc.
—A Land Surveying Firm—
3613 Williams Drive, Suite 903 — Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPLS FIRM NO.10056200

STATE OF TEXAS REGISTERED WILLIAM C. STEWART 5785 PROFESSIONAL LAND SURVEYOR

Witness my hand and seal this the 15th Day of May, 2024 A.D.

© Copyright 2024 by Texas Land Surveying, Inc. This survey provided solely for the use of the current parties and no license has been created, expressed or

FIELD NOTES
JOB NO. 240412–00
DATE: 5-20-2024
PAGE 1 OF 2

11.59 ACRES – EXHIBIT TO ACCOMPANY FIELD NOTES

BEING 11.59 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE LEWIS P. DYCHES SURVEY, ABSTRACT NO. 171, AND BEING A PORTION OF THAT TRACT OF LAND CALLED 13.82 ACRES, CONVEYED TO MIKE NATIONS, DESCRIBED IN A WARRANTY DEED, RECORDED UNDER DOCUMENT NO. 199972883 OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS SURVEYED ON THE GROUND ON THIS, THE 16TH DAY OF MAY, 2024, BY TEXAS LAND SURVEYING, INC., AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with illegible cap, found in the north right-of-way margin of RR-2338, in the east line of said Nations tract, for the southwest corner of a called 191.36 acres, conveyed to Highland Village Georgetown, LP, and described in a Warranty Deed recorded under Document No. 2018043854 of said Official Public Records, and the southeast corner of this parcel;

THENCE N 76°57'37" W, 578.11 feet, into, over and across said Nations tract, along said north margin of RR-2338, and the south line of this parcel, to a ½" iron rod with pink cap stamped "TLS" set, for an angle point in the south line of this parcel, and the start of a curve left, with a radius of 2974.64 feet, and a chord bearing N 83°31'12" W, at 679.83 feet;

THENCE continuing into, over and across said Nations tract, along said north margin of RR-2338, 681.31 feet along the arc of said curve left, to a TXDOT concrete monument with brass disc found, for the end of said curve left, and an angle point in the south line of this parcel;

THENCE continuing into, over and across said Nations tract, along said north margin of RR-2338, and the south line of this parcel, S 89°55'51" W, 69.91 feet to a TXDOT concrete monument with brass disc found in the northwesterly line of said Nations tract, for the southwest corner of this parcel, and an angle point in the north margin of RR-2338, from which a ½" iron rod with pink cap stamped "HR Green", found in said north margin of RR-2338, for an angle point in the south line of Parmer Ranch Phase One, a subdivision in Williamson County, Texas, according to the plat thereof recorded under Document No. 2021084149 of said Official Public Records, bears S 61°07'35" W, 20.77 feet;

THENCE N 61°31'17" E, 22.35 feet along the northwesterly line of said Nations tract, the south line of said Parmer Ranch Phase One, and the northwesterly line of this parcel, to a ½" iron rod with pink cap stamped "HR Green" found, for an angle point;

THENCE N 67°55'32" E, 1557.99 feet along, the northwesterly line of said Nations tract, in part, the south line of said Parmer Ranch Phase One, in part, the south line of Parmer Ranch Phases 2, 3, 4 and 17, a subdivision in Williamson County, Texas, according to the plat thereof, recorded under Document No. 2022049528 of said Official Public Records, and the northwesterly line of this parcel, to a ½" iron rod found, for the the northeast corner of said Nations tract, the northwest corner of Lot 1, Block 1, of Highland Village Phase II, Section II, a subdivision in Williamson County, Texas, according to the plat thereof, recorded under Document No. 2022044689 of said Official Public Records, and the northeast corner of this parcel, from which a ½" iron rod found in the north line of said Highland Village Phase II, Section II, for the southeast corner of Lot 10, an open space and drainage easement lot, of said Parmer Ranch Phases 2, 3, 4 and 17, bears N 68°05'56" E, 169.32 feet;

THENCE S 10°54'40" W, 818.03 feet along the east line of said Nations tract, the west line of said Highland Village Phase II, Section II, the west line of said Highland Village Georgetown, LP tract, and the east line of this parcel, to the **POINT OF BEGINNING**, and containing a computed area of 11.59 acres, more or less.

Bearings cited hereon based on Grid North Texas State Plane Coordinate System Central Zone (NAD83).

5-21-2024

William C. Stewart, RPLS No. 5785
State of Texas

STATE OF TEXAS REGISTERED WILLIAM C. STEWART 5785 PROFESSIONAL LAND SURVEYOR

Texas Land Surveying, Inc.

3613 **Williams** Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPLS FIRM No. 10056200

Nations Tract Annexation 2026-5-ANX

City Council

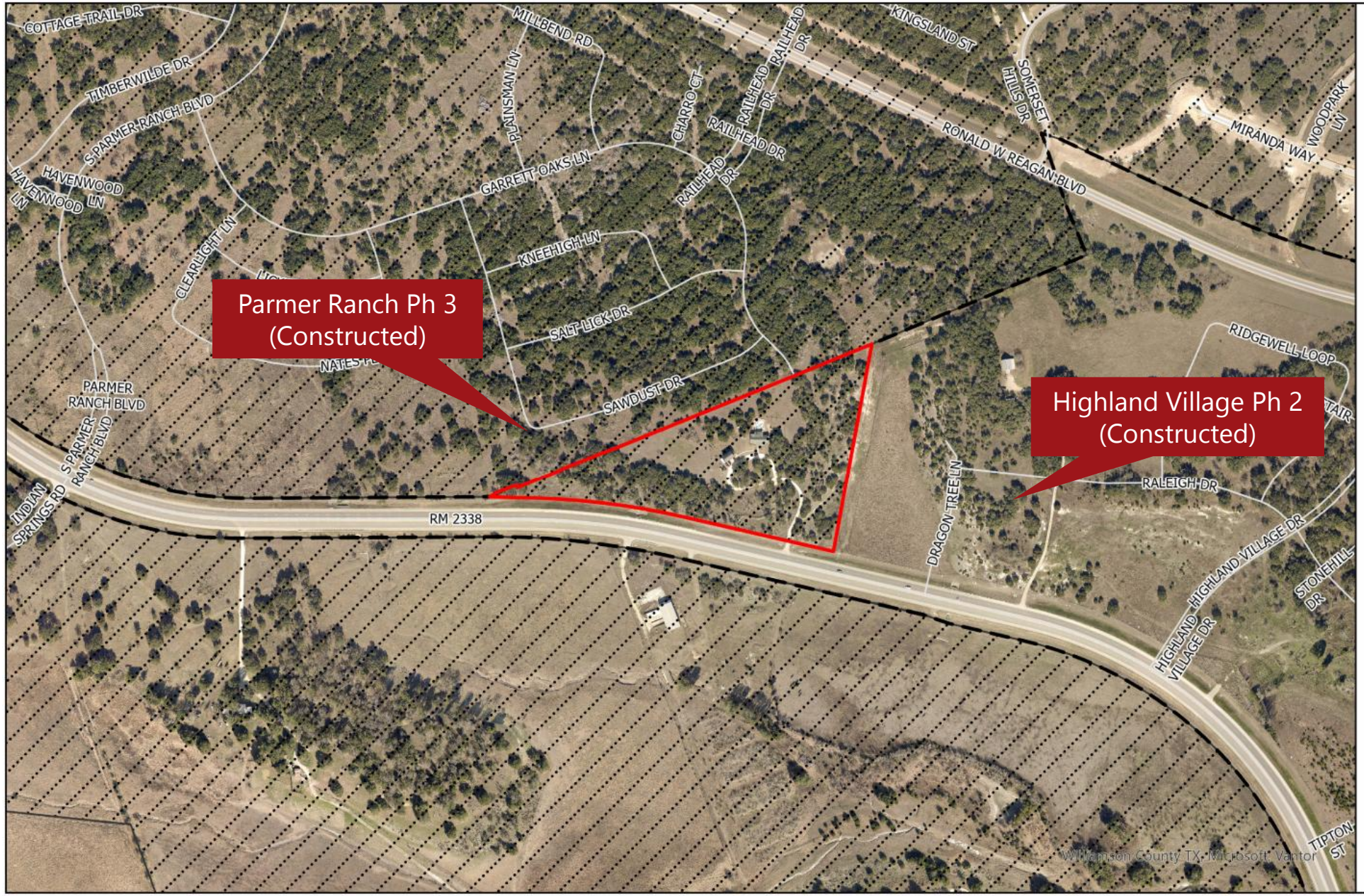
July 14th, 2026

GEORGETOWN TEXAS

Item Under Consideration

2026-5-ANX

- Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, 11.59 acres of land out of the Lewis P. Dyches Survey, Abstract No. 171, as the General Commercial (C-3) zoning district, for the property generally located at 8600 RM 2338, Georgetown, Texas (2026-5-ANX) -- Colin Davidson, Senior Planner



GEORGETOWN TEXAS
more than welcome

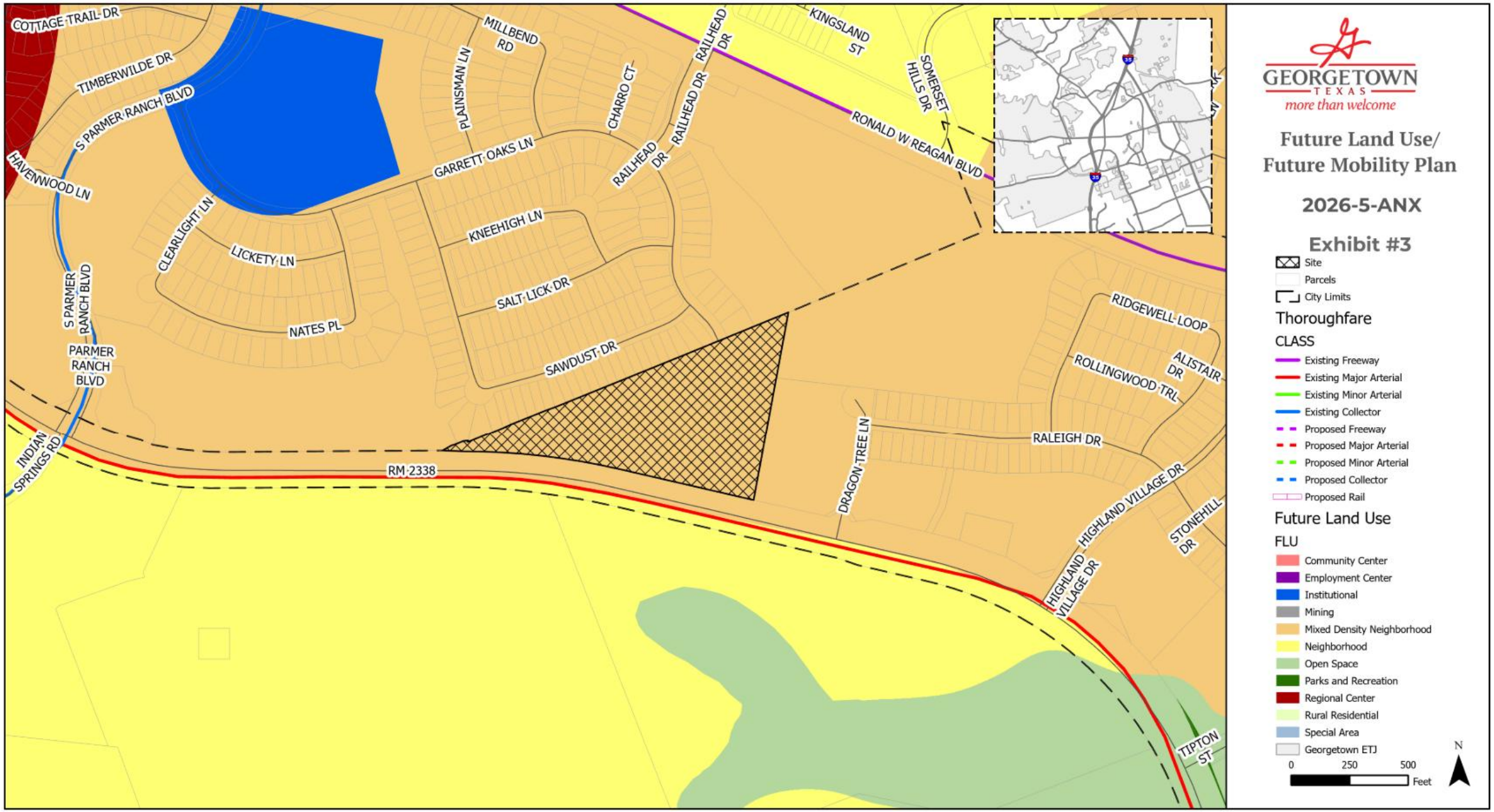
Aerial

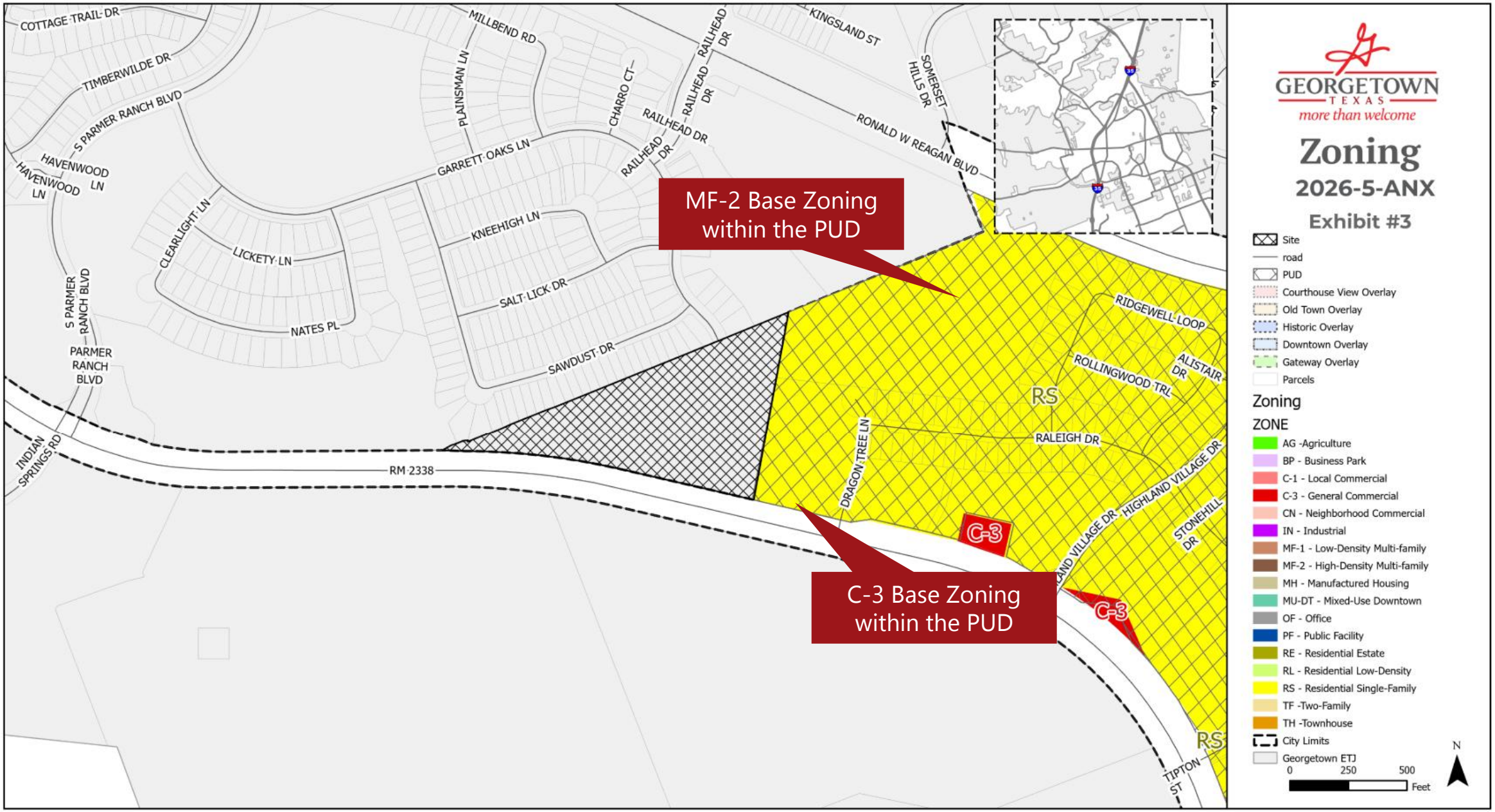
2026-5-ANX

Site
City Limits
Georgetown ETJ

N

0 250 500 Feet


COTTAGE TRAIL DR
TIMBERWILDE DR
S PARMER RANCH BLVD
HAVENWOOD LN
MILLBEND RD
PLAINSMAN LN
CHARRO CT
RAILHEAD DR
KINGSLAND ST
SOMERSET HILLS DR
RONALD W REAGAN BLVD
GARRETT OAKS LN
CLEARLIGHT LN
LICKETY LN
KNEEHIGH LN
SALT LICK DR
NATES PL
SAWDUST DR
S PARMER RANCH BLVD
PARMER RANCH BLVD
INDIAN SPRINGS RD
RM 2338
DRAGON TREE LN
RIDGEWELL LOOP
ROLLINGWOOD TRL
ALISTAIR DR
RALEIGH DR
HIGHLAND VILLAGE DR
STONEHILL DR
TIPTON ST
GEORGETOWN
TEXAS
more than welcome
Future Land Use/
Future Mobility Plan
2026-5-ANX
Exhibit #3
Site
Parcels
City Limits
Thoroughfare
CLASS
Existing Freeway
Existing Major Arterial
Existing Minor Arterial
Existing Collector
Proposed Freeway
Proposed Major Arterial
Proposed Minor Arterial
Proposed Collector
Proposed Rail
Future Land Use
FLU
Community Center
Employment Center
Institutional
Mining
Mixed Density Neighborhood
Neighborhood
Open Space
Parks and Recreation
Regional Center
Rural Residential
Special Area
Georgetown ETJ
0
250
500
Feet
N


GEORGETOWN
TEXAS
more than welcome
Zoning
2026-5-ANX
Exhibit #3
Site
road
PUD
Courthouse View Overlay
Old Town Overlay
Historic Overlay
Downtown Overlay
Gateway Overlay
Parcels
Zoning
ZONE
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
City Limits
Georgetown ETJ
0 250 500
Feet
N
MF-2 Base Zoning within the PUD
C-3 Base Zoning within the PUD
C-3
C-3
RS
RS
COTTAGE TRAIL DR
TIMBERWILDE DR
S PARMER RANCH BLVD
HAVENWOOD LN
HAVENWOOD LN
MILLBEND RD
PLAINSMAN LN
CHARRO CT
RAILHEAD DR
RAILHEAD DR
RAILHEAD DR
RAILHEAD DR
KINGSLAND ST
SOMERSET HILLS DR
RONALD W REAGAN BLVD
GARRETT OAKS LN
CLEARLIGHT LN
LICKETY LN
KNEEHIGH LN
SALT LICK DR
NATES PL
SAWDUST DR
S PARMER RANCH BLVD
PARMER RANCH BLVD
INDIAN SPRINGS RD
RM 2338
RIDGEWELL LOOP
ROLLINGWOOD TRL
ALISTAIR DR
RALEIGH DR
DRAGON TREE LN
HIGHLAND VILLAGE DR
STONEHILL DR
TIPTON ST

General Commercial (C-3)

- Commercial and retail serving entire community
- May be large in scale and generate substantial traffic
- Appropriate along Arterials and Freeways

Dimensional Standards

- Max building height = 60’
- Front setback = 25’
- Side setback = 10’
- Rear setback = 10’
- Side setback to residential = 15’
- Rear setback to residential = 25’
- 15’ bufferyard adjacent to RS

General Commercial (C-3)

Permitted by Right

Agricultural Sales
Artisan Studio/Gallery
Automotive Parts Sales (indoor)
Auto. Repair and Service, Limited
Banking/Financial Services
Blood/Plasma Center
Consumer Repair
Dry Cleaning Service
Emergency Services Station
Event Catering/Equipment Rental
Farmer's Market
Fitness Center
Funeral Home
General Retail
General Office
Government/Postal Office
Home Health Care Services
Hospital

Hotel/Inn/Motel (incl. extended stay)
Integrated Office Center
Landscape/Garden Sales
Laundromat
Library/Museum

Medical Diagnostic Center
Medical Office/Clinic/Complex
Membership Club/Lodge
Nature Preserve/Community Garden
Nursing/Convalescent/Hospice
Nursing/Convalescent/Hospice
Personal Services (including restricted)
Printing/Mailing/Copying Services
Private Transport Dispatch Facility
Restaurant (general/drive-through)
Small Engine Repair
Social Service Facility
Surgery/Post Surgery Recovery
Theater (movie/live)
Transit Passenger Terminal
Urgent Care Facility
Utilities (minor/intermediate/major)
Veterinary Clinic (indoor only)

Permitted with Limitations

Activity Center (youth/senior)
Athletic Facility, Indoor or Outdoor
Bar/Tavern/Pub
Business/Trade School
Church (with columbarium)
College/University
Commercial Recreation
Community Center
Dance Hall/Night Club
Data Center
Day Care (group/commercial)
Driving Range
Event Facility
Heliport
Kennel
Live Music/Entertainment
Micro Brewery/Winery
Neighborhood Amenity Center

Park (neighborhood/regional)
Pest Control/Janitorial Services
School (elementary, middle, high)
Upper-story Residential
Wireless Transmission Facility (<41')

Permitted with a SUP

Auto. Parts Sales (outdoor)
Auto. Repair & Service, General
Auto. Sales, Rental, Leasing
Bus Barn
Car Wash
Cemetary/Columbaria/Mausoleum/Memorial Park
Correctional Facility
Flea Market
Fuel Sales
Hospital, Psychiatric
Lumber Yard
Major Event Entertainment
Manufactured Housing Sales
Meat Market
Multifamily Attached
Recreational Vehicle Sales, Rental, Service
Self-Storage (indoor or outdoor)
Substance Abuse Treatment Facility

Transient Service Facility
Wireless Transmission Facility (41'+)

Approval Criteria – UDC Section 3.06.030

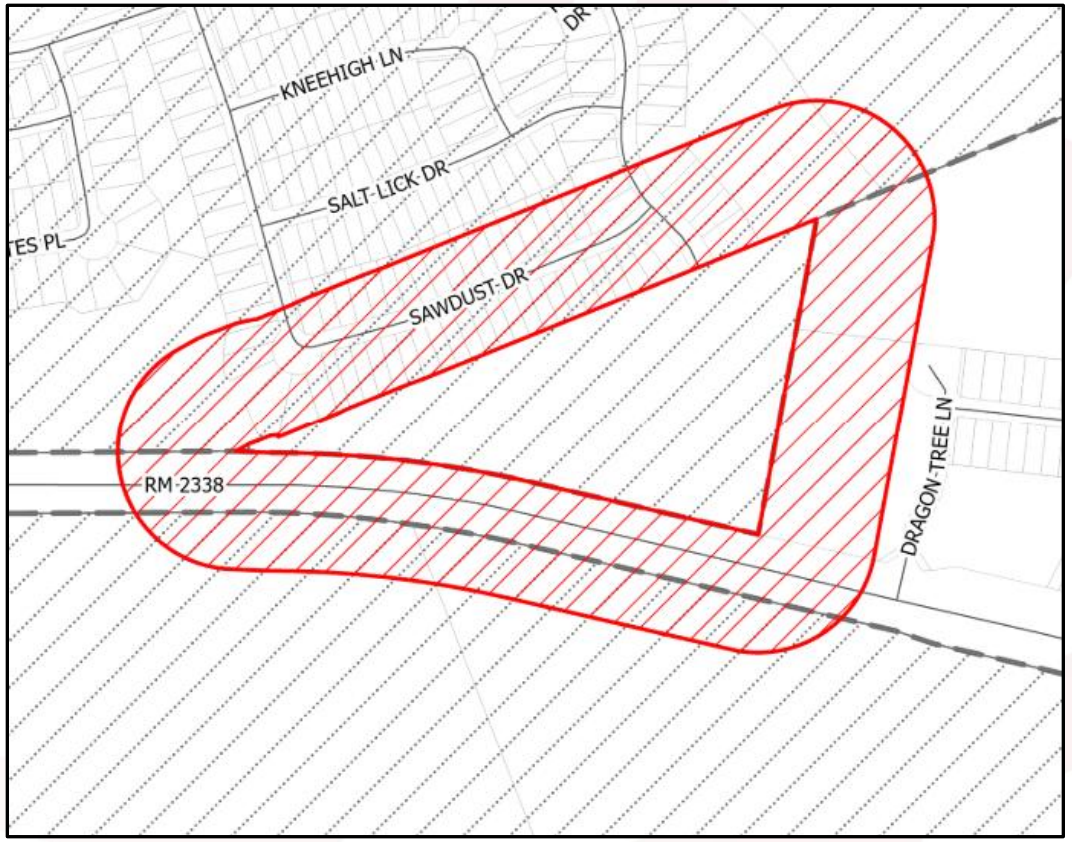
Criteria for Zoning Map Amendment	Complies	Partially Complies	Does Not Comply
The application is complete, and the information contained within the application is sufficient and correct enough to allow adequate review and final action;	X		
The zoning change is consistent with the Comprehensive Plan;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

Approval Criteria – UDC Section 3.06.030

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

Public Notifications

- 61 property owners within the 300' buffer
- Notice in Sun News on 5/31/2026
- Signs posted on the property
- To date, staff has received:
  - 0 written comments IN FAVOR
  - 3 written comments OPPOSED



Planning & Zoning Commission Action

- At their June 16th meeting, the Planning & Zoning Commission recommended Approval of the request (6-1).

Summary

- Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, 11.59 acres of land out of the Lewis P. Dyches Survey, Abstract No. 171, as the General Commercial (C-3) zoning district, for the property generally located at 8600 RM 2338, Georgetown, Texas (2026-5-ANX) -- Colin Davidson, Senior Planner

Planning Department Staff Report

Report Date: **June 10th, 2026**
Case Number: **2026-5-ANX**

AGENDA ITEM DESCRIPTION

Public Hearing and possible action on a request for a Zoning Map Amendment to zone, upon annexation, 11.59 acres of land out of the Lewis P. Dyches Survey, Abstract No. 171, as the General Commercial (C-3) zoning district, for the property generally located at 8600 RM 2338, Georgetown, Texas (2026-5-ANX) - Colin Davidson, Senior Planner

AGENDA ITEM DETAILS

Project Name:	***Nations Tract Annexation***
Applicant:	***Mark Baker c/o SEC Planning***
Property Owner:	***8600 Williams LLC c/o Mike Nations***
Property Address:	***8600 RM 2338, Georgetown, Texas, 78633***
Legal Description:	***11.59 acres of land out of the Lewis P. Dyches Survey, Abstract No. 171***
Current Zoning:	***ETJ***
Current Use:	***Undeveloped***

APPLICANT'S REQUEST

The applicant is requesting annexation with a base zoning district of **General Commercial (C-3)** for this property. This is the first public hearing of this request.

RECOMMENDATION

Staff <u>recommend approval</u> of the request.

PROPERTY CONTEXT

Neighborhood Character:

The subject property is located along the north side of RM 2338, a major arterial also referred to as Williams Drive, just west of the existing Highland Village neighborhood. The property also abuts Phase 3 of the Parmer Ranch neighborhood to the north. Currently, the area is largely residential but there are some portions of Highland Village entitled to commercial and multi-family uses.

Zoning Trends:

In terms of zoning, the properties immediately to the east of the subject site are part of the Highland Village Planned Unit Development (PUD) and have a base zoning district of General Commercial (C-3) on the southern portion abutting RM 2338 and High-Density Multi-family (MF-2) on the northern portion. Parmer Ranch to the north is residential in nature but is located in the City's Extra Territorial Jurisdiction (ETJ) and does not have a zoning district. The area to the south of the subject site is also located within the ETJ and does not carry a zoning district.

Present Property Description:
The property is largely undeveloped aside from the foundations of two buildings that no longer exist. The property contains a significant number of trees scattered across the property. The subject site appears to be relatively flat in elevation.

STAFF ANALYSIS

Technical Review:
The subject property has an existing Future Land Use designation of Mixed-Density Neighborhood (MDN). MDNs are intended to provide a space for medium density housing types, small scale non-residential uses that serve the neighborhood, and civic uses. While the General Commercial zoning district can be seen as too intense for MDNs, the site's adjacency to RM 2338 and the additional regulations placed on the property as a result of annexation help mitigate potential compatibility concerns and support a development pattern that is appropriate for the surrounding area.

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

Staff reviewed the proposed rezoning request and found it complies with four of the criteria and partially complies with one of the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined in Exhibit 6.

PUBLIC NOTIFICATION

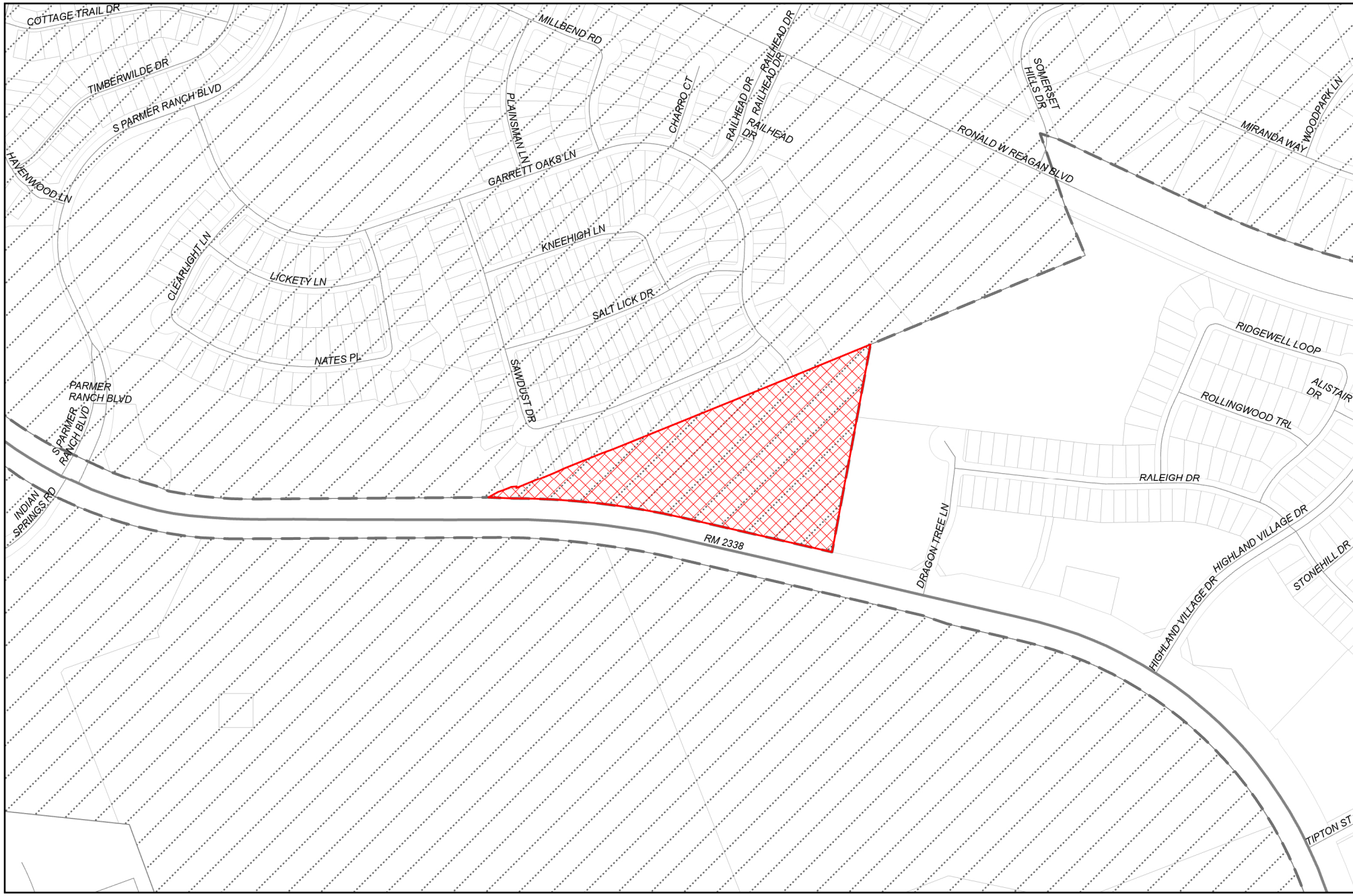
As required by the Unified Development Code, all property owners and registered neighborhood associations within a 300-foot radius of the subject property were notified of the annexation and initial zoning request (62 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (May 31, 2026) and signs were posted on-site. To date, staff has received 0 written comment in favor, and 3 in opposition to the request.

ATTACHMENTS

Exhibit 1 – Location Map
Exhibit 2 – Future Land Use Map
Exhibit 3 – Zoning Map
Exhibit 4 – Design and development standards of the General Commercial Zoning District
Exhibit 5 – Letter of Intent
Exhibit 6 – Criteria Analysis
Exhibit 7 – Public Comments

SUBMITTED BY

Colin Davidson, Senior Planner



GEORGETOWN
TEXAS
more than welcome

Location

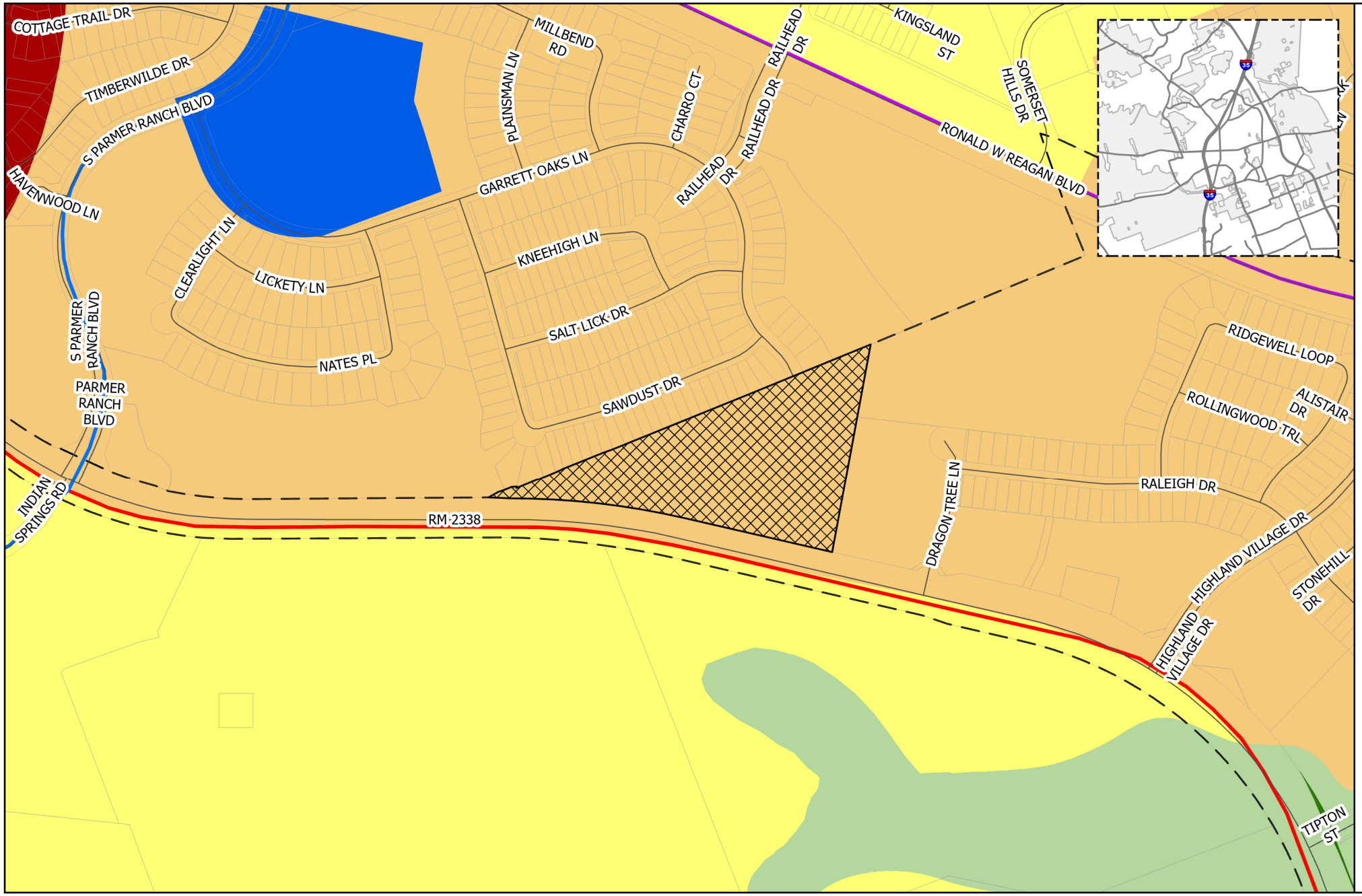
2026-5-ANX

Exhibit #1

- Site
- Parcels
- City Limits
- Georgetown ETJ

N

0 250 500 Feet



GEORGETOWN TEXAS
more than welcome

Future Land Use/ Future Mobility Plan

2026-5-ANX

Exhibit #3

- Site
- Parcels
- City Limits

Thoroughfare

CLASS

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

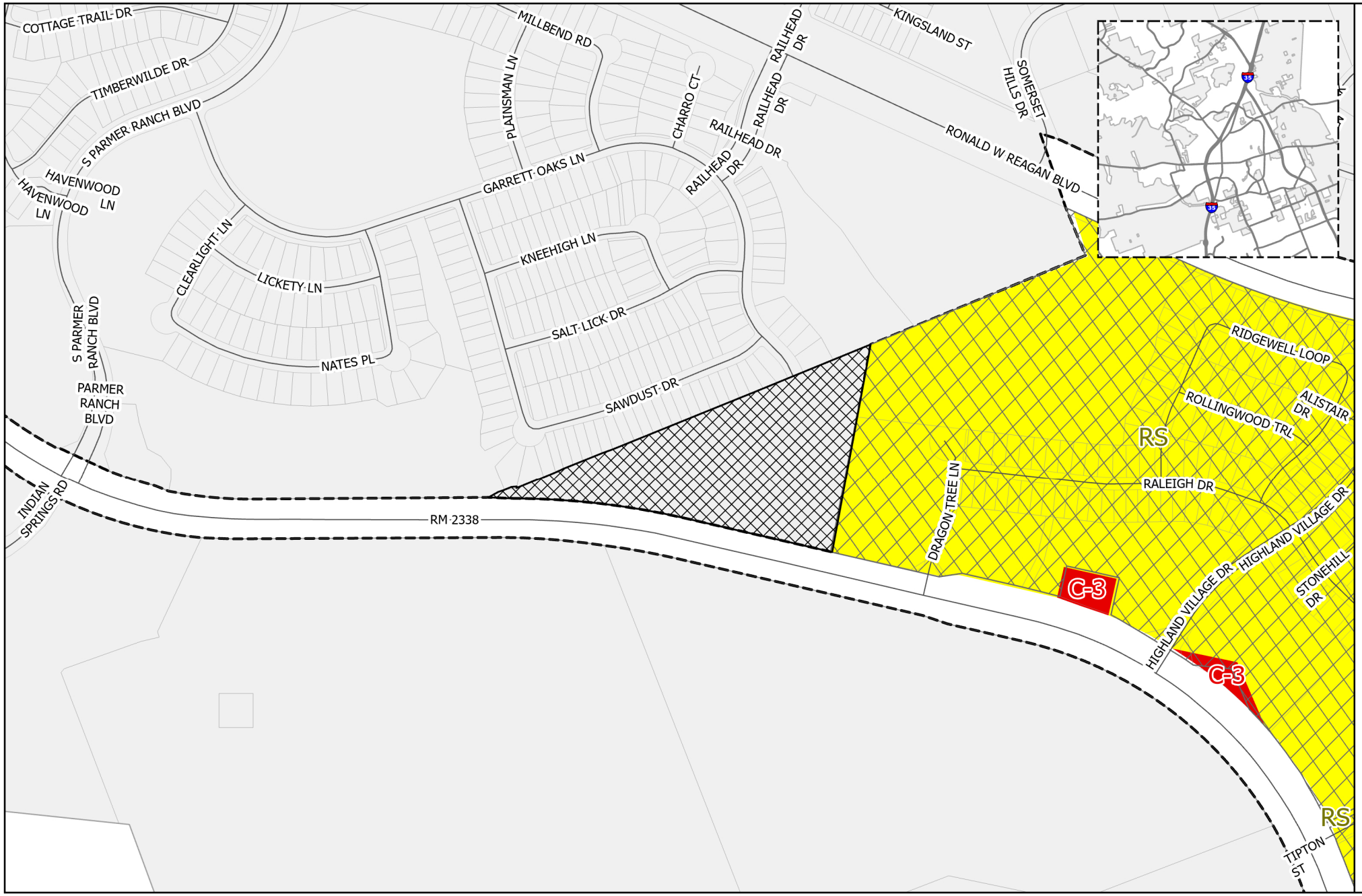
Future Land Use

FLU

- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area
- Georgetown ETJ

0 250 500 Feet

N



GEORGETOWN TEXAS
more than welcome

Zoning

2026-5-ANX

Exhibit #3

- Site
- road
- PUD
- Courthouse View Overlay
- Old Town Overlay
- Historic Overlay
- Downtown Overlay
- Gateway Overlay
- Parcels

Zoning

ZONE

- 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
- City Limits
- Georgetown ETJ

0 250 500 Feet

N

C-3 General Commercial

Residential Uses	Sec. 5.02.010
Permitted by Right	Assisted Living, Nursing or Convalescent Home, Hospice facility
Permitted with Limitations	Upper-story Residential, Home-based Business
Special Use Permit Required	Multifamily (Attached) Dwelling Units

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 or University, Business or trade), Day Care (Group or Commercial), Activity Center (Youth or Senior), Community Center, Religious Assembly Facilities (Inc. with Columbaria), Neighborhood Amenity, Activity, or Recreation Center, Public Park (Regional or neighborhood)
Special Use Permit Required	Correctional Facility, Hospital (Psychiatric), Substance Abuse Treatment Facility, Cemetery, Columbaria, Mausoleum or Memorial Park

Commercial Uses	Sec. 5.04.010
Permitted by Right	Inn, Hotel (Full service, Limited service, Boutique, Extended Stay), Motel, Restaurant (General, Drive-through), Food Catering Services, Theater (Movie or Live), Membership Club or Lodge, 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 (Inc. Restricted), Dry Cleaning Service, Drop-off Only, Laundromat, Printing, Mailing and Reproduction Services, Fitness Center, Banking and Financial Services, Consumer Repair, Small Engine Repair, Funeral Home, Veterinary Clinic (Indoor Pens Only), Event Catering and Equipment Rental Services, Automobile Parts and Accessories Sales (Indoor), Automobile Repair and Service (Limited)
Permitted with Limitations	Bar, Tavern or Pub, Micro-Brewery, Micro Winery, or Micro Distillery, Live Music or Entertainment, Dance Hall or Nightclub, Event Facility, Athletic Facility (Indoor or Outdoor), Commercial Recreation, Driving Range, Data Center, Kennel, Pest Control or Janitorial Services, Office/Showroom
Special Use Permit Required	Permanent Mobile or Outdoor Food Vendor, Major Event Entertainment, Firing Range (Indoor), Flea Market, Self-Storage (Indoor or Outdoor), Manufactured Housing Sales, Automobile Sales (Rental or Leasing Facility), Commercial Vehicle Sales (Rental or Leasing Facility), Automobile Parts and Accessories Sales (Outdoor), Automobile Repair and Service (General), Recreational Vehicle Sales (Rental or Service), 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), Private Transport Service Dispatch Facility, Transit Passenger Terminal
Permitted with Limitations	Heliport, Wireless Transmission Facility (40' or less)
Special Use Permit Required	Bus Barn, Wireless Transmission Facility (over 40')

Industrial Uses	Sec. 5.06.010
Permitted with Limitations	Office/Warehouse
Special Use Permit Required	Contractor Services (Limited), Lumber Yard

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-3 General Commercial

Agricultural 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 and Transient Mobile/Outdoor Food Vendor, Business Offices

Outdoor Display & Storage	Sec. 5.09.020
Permitted	Outdoor Display (Limited, General, and Off-Site Vehicles), Outdoor Storage (Limited)

Dimensional Standards: Sec. 7.02.020	**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	10
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	60
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.	-

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

March 12, 2026

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

Re: Nations Tract
Annexation with Initial Zoning Submittal
Letter of Intent

SEC Planning is submitting this Letter of Intent for the annexation of 11.6 acres known as the Nations Tract (project site). The Nations Tract is located near the intersection of RM 2338 and Dragon Tree Lane at 8600 RM 2338, and is directly adjacent to the current City limits. The current use of the property is Agriculture. No existing structures on the property are planned to be utilized for the development of the tract.

Upon annexation, the applicant requests a base zoning category of General Commercial (C-3).

The proposed application for annexation meets the approval criteria outlined in UDC Section 3.25.030 as described below:

The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.

Response: The application has been completed and all items required for annexation submittal have been provided for review.

The annexation promotes the health, safety or general welfare of the City and the safe, orderly, and healthful development of the City.

Response: The annexation of the Nations Tract will promote the healthy growth of the City through development of a vacant site with commercial uses that will aid in serving the community's needs. The site is situated adjacent to the current Georgetown City Limits. The site would provide for nonresidential uses along an existing major arterial and would include appropriate landscape buffering. All development will be regulated through Georgetown UDC.

Consistency with the City's adopted long range plans and annexation policies.

Response: The site will be developed in accordance with the Georgetown 2030 Comprehensive Plan by providing orderly and balanced growth along primary corridors and along edges of development. The current future land use for the property is Mixed-Density Neighborhood, which encourages the incorporation of Commercial services along arterial corridors, specifically RM 2338 (Williams Drive).

The proposed zoning district requested to be designated on the property meets the approval for a Zoning Map Amendment outlined in UDC Section 3.06.030 as described below:

The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.

Response: The application has been completed with acknowledgement of all items required for rezoning submittal.

The zoning change is consistent with the Comprehensive Plan.

Response: The requested zoning change for Commercial (C-3) is consistent with the Georgetown 2030 Comprehensive Plan's corridor development pattern and future land use designation of Mixed-Density Neighborhood. Policies set forth in the Georgetown 2030 Comprehensive Plan are as follows:

1) *Policy LU. 1: Encourage a balanced mix of residential, commercial, and employment uses at varying densities and intensities to reflect a gradual transition from urban to suburban to rural development.*

   The requested zoning is consistent with the surrounding land use designation Mixed-Density Neighborhood. The site is located in proximity to single-family, multi-family, and commercial uses, creating an environment where a balanced mix of uses can be realized within the greater context of the Mixed-Density Neighborhood designation. Due to the property's frontage along RM 2338 (major arterial), commercial zoning is appropriate and serves as a transition between the arterial and existing single-family and multi-family uses.

2) *Policy LU. 3: Promote development of complete neighborhoods across Georgetown.*

   The proposed use of the site as commercial would add to this objective by providing retail services and employment opportunities in close proximity to established neighborhoods. By ensuring convenient access to these services, an overall improvement in the quality of life can be created for the surrounding neighborhoods.

3) *Policy LU.10: Support the City's growth and development using a decision framework that promotes fiscal health, safety, and quality of life for our current and future residents.*

   Development of the property with commercial uses would support the City by expanding the local sales tax base and providing needed retail services in close proximity to existing residents in a rapidly growing sector of the City.

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

Response: As previously stated, the commercial zoning would front along RM 2338 (Williams Drive) and serve as a transition zone between residential and a major arterial, creating an expanded sales tax base for the City. This conforms to the Comprehensive Plan's recommended corridor development pattern.

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

Response: The property is situated directly adjacent to land within the Highland Village community that is also designated as C-3. Due to the adjacent commercial land use and location along a major arterial, the applicant believes that the proposed zoning category is suitable for the site and compatible with adjacent uses.

The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.

Response: As stated above, the applicant believes the property is suitable for uses permitted by the proposed commercial district. Access to an existing arterial (RM 2338) and adjacent utility infrastructure also enhance the suitability for a new commercial development.

The subject property is located within the City's service area for water and wastewater. Water is available to the site via a 12" waterline located at the northern boundary of the tract and adjacent to the eastern boundary of the tract. Wastewater is available via an 18" and 21" wastewater line located at the southwestern corner of the tract. The applicant shall submit a utility evaluation request form consistent with the City of Georgetown's policies to evaluate the proposed development against exiting utility capabilities and for consistency with the City's current water and wastewater master plans. The owners of the subject tract shall seek to construct the necessary improvements for utilizing the City's wastewater system for the development of their tract only. The applicant understands that construction of capital improvements may be necessary for the development of their tract, but the responsibility shall be proportional to the need.

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

Mike Nations, Owner

The State of Texas
County of Gillespie

Before me, Gwendalyn Caruso (insert the name and character of the officer), on this day personally appeared Mike Nations, known to me (or proved to me on the oath of Texas Drivers or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.
Given under my hand and seal of office this 12 day of March 2026

GWENDALYN CARUSO
Notary Public, State of Texas
Comm. Expires 03-01-2029
Notary ID 135531192

(Seal)

(Notary's Signature)
Notary Public, State of Texas

Thank you for your consideration of this request. Should you have any questions or need additional information, please do not hesitate to contact me at mbaker@secplanning.com, or 512.246.7003.

Sincerely,

Mark Baker, ASLA
Principal

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.	**Partially Complies**
The property has a future land use designation of Mixed-Density Neighborhood (MDN). MDNs are intended to provide an area for medium density housing types, neighborhood serving retail, and civic uses. While the proposed General Commercial (C-3) zoning district could be seen as too intense for the MDN future land use designation, the site's adjacency to RM 2338, a major arterial, lends itself to higher intensity uses and is the reason staff finds partial compliance with this criteria. The General Commercial zoning district is described as intended to provide for commercial and retail activities that serve the larger community and its visitors. The allowed uses within this zoning district can be large in scale and generate substantial traffic, thus making them only appropriate along major roadways. In a vacuum, the C-3 zoning district is generally seen as too intense of a non-residential use to be located within an MDN. In this case, however, the property is located along a major roadway that has begun to develop as a commercial corridor with a similar intensity. The areas east of this site, along RM 2338, are part of the Highland Village Planned Unit Development (PUD) and have a base zoning district of General Commercial. If non-residential uses are going to develop in MDNs, the Comprehensive Plan states they should be located along the periphery of the neighborhood and along arterial level roadways, which this request complies with. Additionally, this request aligns itself with Land Use Policy #3 which seeks to promote development of complete neighborhoods across Georgetown. The surrounding area is largely residential, and the introduction of additional commercial space could provide additional services and retail opportunities to the surrounding 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 General Commercial will subject the property to additional regulations in the UDC that the site is not currently regulated under today. These additional regulations will promote the health, safety, and general welfare of the city as well as the safe, orderly and healthful development of this area. Today, the property is located in Georgetown's Extra Territorial Jurisdiction (ETJ) and is not subject to the zoning standards of the Unified Development Code. This means that without	

annexation, the property could still develop and operate any of the uses allowed within the C-3 zoning district, except there would be no development standards to mitigate any potential negative impact to the residential area to the north of the subject site. Annexation into the city limits ensures regulations such as setbacks, building height, and buffer yards are provided and compatible with other development in the area. With the development of this property, the UDC will require Garret Oaks Lane to be extended as it currently stubs into the subject site. If the extension of this street connects to RM 2338, it could increase traffic into what is now a solely residential area. While there is concern regarding a potential increase in traffic, this extension would be required regardless of the property's annexation into the city. If the property chose to remain in the ETJ, the road would still be extended at the time of development.	
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 property is currently surrounded by a mix of existing residential in the ETJ and land entitled for multifamily and commercial uses as part of the Highland Village PUD. The General Commercial zoning district is largely compatible with the present zoning and the character of the surrounding area. As mentioned previously, the annexation of this property will subject the site to additional development regulations, making it more compatible with the surrounding properties.	
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. There are both water and wastewater lines within close proximity to the site.	

Colin Davidson

From: Colin Davidson
Sent: Tuesday, June 2, 2026 4:32 PM
To: Colin Davidson
Subject: FW: [EXTERNAL] Opposition to Zoning Map Amendment Case #2026-5-ANX (8600 RM 2338)

Follow Up Flag: Follow up
Flag Status: Flagged

From: Charlie Matar [redacted]
Sent: Sunday, May 31, 2026 8:13 PM
To: Georgetown Planning <planning@georgetowntexas.gov>
Subject: [EXTERNAL] Opposition to Zoning Map Amendment Case #2026-5-ANX (8600 RM 2338)

[EXTERNAL EMAIL] This email originated from outside of City of Georgetown. DO NOT click links or open attachments unless you recognize and/or trust the sender.

Dear Planning and Zoning Commission Members,

I am writing to express my opposition to the proposed Zoning Map Amendment and annexation request for 8600 RM 2338 (Case #2026-5-ANX).

I OBJECT to this annexation request.

My family and I are homeowners on Garrett Oaks Lane, within the residential neighborhood directly adjacent to the proposed commercial zoning area. While I understand that growth and development are occurring throughout Georgetown, I am concerned about the impacts this proposal could have on our neighborhood.

Of particular concern is the possibility that future development of this tract could create a roadway connection between the proposed commercial property and our existing residential street network, including Garrett Oaks Lane and Sawdust Drive. Such a connection would likely encourage cut-through traffic from motorists seeking a shortcut to RM 2338.

Our neighborhood streets were designed to serve local residential traffic, not commercial traffic or through traffic. Increased vehicle volumes would create safety concerns for residents and our children, who regularly use these streets. It would also increase noise, congestion, and diminish the quiet residential character that attracted many families to this area.

I am also concerned that the proposed commercial zoning may negatively impact nearby homeowners through increased traffic, lighting, noise, and other commercial activities that are incompatible with adjacent residential uses.

At a minimum, I request that the City require a comprehensive traffic impact analysis and prohibit any future vehicular connection between the proposed commercial development and the Garrett Oaks/Sawdust neighborhood street system. Without such protections, the burden of this development will be unfairly placed on existing residents.

For these reasons, I respectfully request that the Planning and Zoning Commission deny the proposed zoning amendment or impose conditions that fully protect the surrounding residential neighborhood.

Thank you for your consideration.

Sincerely,

Charles Matar
1812 Garrett Oaks Ln
Georgetown, TX

Colin Davidson

From: Colin Davidson
Sent: Tuesday, June 2, 2026 4:33 PM
To: Colin Davidson
Subject: FW: [EXTERNAL] Objection Regarding Case #2026-5-ANX (8600 RM 2338)

Follow Up Flag: Follow up
Flag Status: Flagged

From: Valeria Tobey [redacted]
Sent: Sunday, May 31, 2026 8:10 PM
To: Georgetown Planning <planning@georgetowntexas.gov>
Subject: [EXTERNAL] Objection Regarding Case #2026-5-ANX (8600 RM 2338)

[EXTERNAL EMAIL] This email originated from outside of City of Georgetown. DO NOT click links or open attachments unless you recognize and/or trust the sender.

Dear Planning and Zoning Commission Members,

I am a homeowner in the neighborhood adjacent to the property involved in Case #2026-5-ANX, and I would like to formally express my concerns regarding the proposed annexation and General Commercial (C-3) zoning request at 8600 RM 2338.

I OBJECT to this proposed annexation.

My primary concern is the potential impact on our residential Parmer Ranch neighborhood, particularly the possibility of a future roadway connection between the proposed commercial tract and streets such as Sawdust Drive and Garrett Oaks Lane.

If such a connection is established, our neighborhood could become a convenient route for drivers attempting to access RM 2338. Increased cut-through traffic would reduce safety for families, children (a growing number in this neighborhood), walkers, and cyclists while increasing congestion, speeding, and noise within a neighborhood that was developed and purchased as a quiet residential area.

I am also concerned about the broader impacts that commercial zoning immediately adjacent to homes can create, including increased lighting, noise, delivery traffic, and other activities that may affect residents' quality of life.

As the City evaluates this request, I urge decision-makers to carefully consider the effect on existing homeowners and require protections that preserve the integrity and safety of our neighborhood. Specifically, I ask that any approval include a permanent restriction preventing vehicular access between the commercial property and the surrounding residential streets.

I respectfully request that these concerns be included in the public record and considered during the review of this application. Thank you for your time and service to our community.

Respectfully,

Valeria Tobey
1812 Garrett Oaks Ln
Georgetown, TX

GEORGETOWN
TEXAS

CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

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

Project Name/Address: 8600 RM 2338

Project Case #: 2026-5-ANX P&Z Date: 6/16/2026 Case Manager: Colin Davidson

Name of Respondent: Pedram Imani & Sophia Ahad
(Please print name)

Signature of Respondent:
(Signature required for protest)

Address of Respondent: 2320 Sawdust Dr Georgetown, Tx 78633
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

We purchased our home and promised this permanent greenbelt would be untouched. We move here for the privacy, the beautiful greenbelt and Do NOT approve of this zone being built in our back yard invading our privacy

"Written comments may be sent to City of Georgetown Planning Department, P. O. Box 409, Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetowntexas.gov. Any such comments may be presented to the Commission. Please note the deadline to submit public comments is by **5:00pm four business days prior to the Planning and Zoning meeting.** Comments received after this time frame will still be included in the tally count, however, will not be included in the staff report for this agenda item. If you have questions or concerns, please contact your case manager directly."

Colin Davidson

From: Colin Davidson
Sent: Monday, June 15, 2026 9:48 AM
To: Colin Davidson
Subject: FW: [EXTERNAL] Public Comment – Opposition to Zoning Map Amendment Case 2026-5-ANX (8600 RM 2338)

From: Devin Hallier [redacted]
Sent: Sunday, June 14, 2026 10:07 AM
To: Georgetown Planning <planning@georgetowntexas.gov>
Subject: [EXTERNAL] Public Comment – Opposition to Zoning Map Amendment Case 2026-5-ANX (8600 RM 2338)

[EXTERNAL EMAIL] This email originated from outside of City of Georgetown. DO NOT click links or open attachments unless you recognize and/or trust the sender.

Dear Members of the Georgetown Planning & Zoning Commission and City Council,

My name is Devin Hallier, I am a resident at 2336 Sawdust Drive, Georgetown, Texas — a property directly adjacent to the land at 8600 RM 2338 that is the subject of the proposed General Commercial (C-3) zoning amendment (Case 2026-5-ANX).

I am writing to respectfully express my opposition to the proposed C-3 zoning designation for the 11.59 acres behind our home. While I understand the City's interest in expanding its commercial tax base, I have significant concerns about the impact this rezoning would have on our neighborhood:

1. Noise and Light Pollution – General Commercial (C-3) uses can generate substantial noise, traffic, and artificial lighting around the clock. As an adjacent residential property owner, my family would be directly and negatively affected by these impacts, particularly at night.

2. Traffic Increase – RM 2338 already carries considerable traffic. Introducing a major commercial development in this location could further strain the surrounding road network and create safety concerns for nearby residents.

3. Property Values – Commercial development directly behind residential properties can negatively affect home values and the overall character of the neighborhood.

4. Incompatibility with Surrounding Land Use – The existing residential character of our street and surrounding area is not compatible with C-3 zoning, which permits high-intensity commercial uses. A less intensive zoning classification, or a transition buffer zone, would be far more appropriate.

5. Uncertainty Over Future Business Types – One of my greatest concerns is that once this land is zoned C-3, my family and our neighbors would have no input or control over what type of business ultimately moves in. General Commercial zoning opens the door to a wide range of uses-including gas stations,

auto repair shops, bars, drive-throughs, storage facilities, and other high-traffic or late-night operations — any of which could be established directly behind our home without further community review. We were never given a say in the annexation of this property, and approving a broad commercial designation now would permanently remove any meaningful recourse we have as adjacent homeowners. The lack of restrictions on what can be built or operated there is deeply troubling to us.

I respectfully ask the Commission and Council to carefully consider the impact on neighboring homeowners before approving this amendment, and to explore alternative zoning designations that would be more compatible with the existing residential community. At minimum, I would urge the City to require a buffer zone and impose use restrictions that protect adjacent residents from the most disruptive commercial operations.

I plan to attend the public hearing on Tuesday, June 16, 2026, and would welcome the opportunity to share these concerns in person. In the meantime, please feel free to contact me at the address above.

Thank you sincerely for your time and for your service to our community.

Respectfully,
Devin Hallier
2336 Sawdust Drive
Georgetown, Texas
[redacted]

Colin Davidson

From: Colin Davidson
Sent: Tuesday, June 16, 2026 4:07 PM
To: Colin Davidson
Subject: FW: [EXTERNAL] Re: Planning & Zoning Commission hearing

-----Original Message-----
From: Leslie Waddell [redacted]
Sent: Tuesday, June 16, 2026 3:51 PM
To: Stephanie Mcnickle <stephanie.mcnickle@georgetowntexas.gov>
Subject: [EXTERNAL] Re: Planning & Zoning Commission hearing

[EXTERNAL EMAIL] This email originated from outside of City of Georgetown. DO NOT click links or open attachments unless you recognize and/or trust the sender.

Please tally me as an against/opposed to this request for tonight's meeting.
Sent from my iPhone

> On Jun 9, 2026, at 6:58 PM, Leslie Waddell <leslie@lesliewaddell.com> wrote:
>
>
>> Hello-is the 6-16-26 meeting of the Planning & Zoning Commission hearing still taking place at 6pm? I see nothing on the site other than a cancellation notice for a 5pm meeting. Additionally I used the link in the letter received and there is no information for the property at 8600 RM2338. Please let me know where I can see the proposal.
>>
>> Best,
>>
>> Leslie
>>[redacted]
>> Sent from my iPhone

Colin Davidson

From: c b [redacted]
Sent: Tuesday, June 16, 2026 4:03 PM
To: Georgetown Planning
Cc: Colin Davidson; Stephanie Mcnickle
Subject: [EXTERNAL] 2026-5-ANX

[EXTERNAL EMAIL] This email originated from outside of City of Georgetown. DO NOT click links or open attachments unless you recognize and/or trust the sender.

Please tally me as a no or opposed to the zoning request for this evenings meeting.

What forms or documents would I need to provide to represent group of residents on Sawdust Dr. and in Parmer Ranch?

What is the 10 acre park at the front of the neighborhood zoned as that borders this new 11 acre request?

If comments were to be included, I would like to see more stringent requirements before re-zoning is considered. Something conducive to civic or that would compliment a new elementary school in the neighborhood as originally planned.

Thanks,
Christopher Bessner

[redacted]

City of Georgetown, Texas
City Council
July 14, 2026

SUBJECT:
First Reading - 2026-1-CPA - FLUM Amendment

SUGGESTED ACTION:
Public Hearing and First Reading of an Ordinance for a request to amend the 2030 Comprehensive Plan Future Land Use Map in accordance with Section 1.12.010 and 1.12.060 of the City Code of Ordinances -- Edgar I. Garcia, Director of Planning

ITEM SUMMARY:
The City of Georgetown is seeking to update its Future Land Use Map for five (5) areas in order to better anticipate and support growth in areas experiencing growth or with development potential to provide clearer guidance on land use decisions.

FINANCIAL IMPACT:
None.

SUBMITTED BY:
Anish Dsouza, Planning Department

ATTACHMENTS:
2026-1-ANX - Staff Report.pdf
2026-1-CPA - Staff Presentation.pdf
2026-1-CPA - Ordinance with Exhibits.pdf
2026-1-CPA - Future Land Use Map Current & Proposed.pdf

Planning Department Staff Report

Report Date: June 26, 2026
Case No: 2026-1-CPA
Project Planner: Edgar I. Garcia, AICP, Director of Planning

Item Details

Project & Applicant: 2026 Comprehensive Plan Amendments / Georgetown Planning

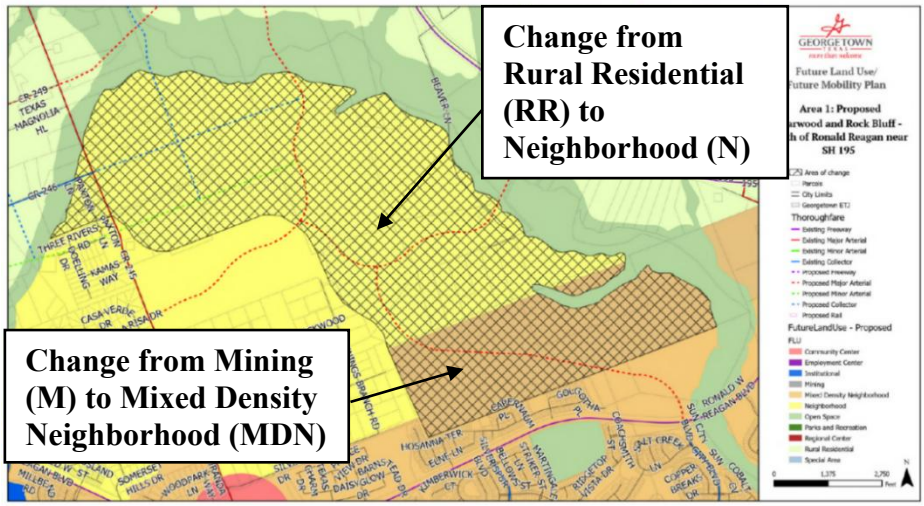
Location & Acreage: Various – see below / 4,691.50 acres

Legal Description: **Area 1** - 1,528.32 acres in J. Hamilton and F. Foy Surveys, generally located north of Ronald W. Reagan Boulevard and west of State Highway 195; **Area 2** - 124.7 acres north of Ronald W. Reagan Boulevard, west of State Highway 195, and intersecting with Rattlesnake Road; **Area 3** - 2,623.51 acres in L.S. Walter and B. Eaves Surveys, generally located east of State Highway 195, south of County Road 239, and north of Sun City Boulevard; **Area 4** - 308.41 acres in W.M. Addison Survey, generally located north of Westinghouse Drive, east of Maple Street, south of Sam Houston Avenue, and west of Rockride Lane; **Area 5** - 106.56 acres in I. Donagan and A.H. Porter Surveys, generally located north of West State Highway 29 and east of Indigo Lane.

Request: Public hearing and possible action on a request to amend the 2030 Comprehensive Plan Future Land Use Map in accordance with Section 1.12.010 and 1.12.060 of the City Code of Ordinances

Overview and Analysis

Area 1 (Quarry & rural land north of Ronald Reagan Blvd., near S.H. 195



The City is proposing to amend the Future Land Use Map (FLUM) of the Comprehensive Plan on approximately 403.7 acres from the Mining (M) Future Land Use designation to the Mixed-Density Neighborhood (MDN) designation and the remaining approximately 1,124.62 acres directly north from

the Rural Residential (RR) Future Land Use designation to the Neighborhood (N) designation to better align with development patterns and plan for redevelopment of the existing quarry site.

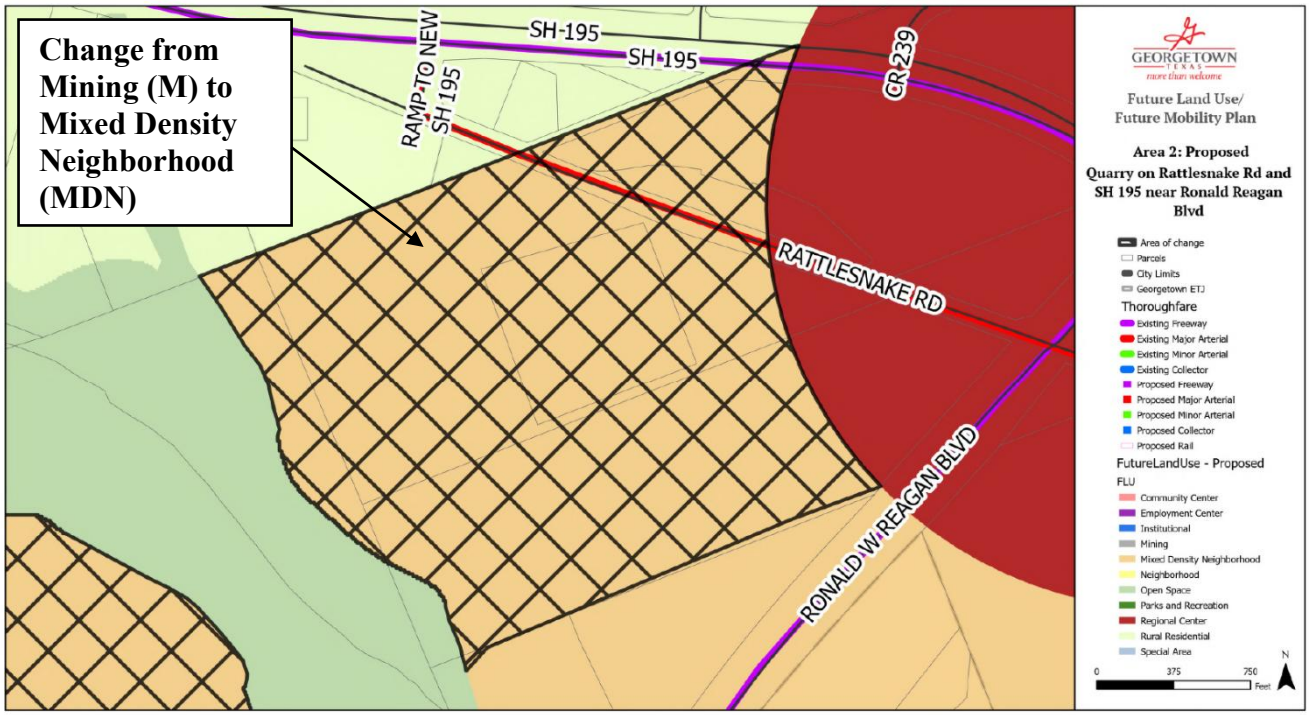
The southern portion proposed to be designated Mixed-Density Neighborhood (MDN) is an existing quarry being proposed for redevelopment as residential housing. Housing as part of this development includes a combination of single-family dwellings, duplexes and townhomes, and a Mixed-Density Neighborhood (MDN) designation would facilitate this development with appropriate zoning in future. The Georgetown 2030 Plan Update as of January 2020 indicates that Single-Family housing comprises 6,891 acres within the city or almost 81% of the overall residential land use, as well as 16,078 acres of single-family zoning with two-family zoning only 88 acres, and low-density multifamily at only 251 acres. With the population of Georgetown expected to exceed the projections in the Plan of more than 110,064 residents in 2030 with new developments proposed or underway, the demand for more diverse housing zoning is needed. This proposed change is in alignment with Housing Policy H.10 aimed at encouraging a mix of housing types and densities across the community, as mixed-density neighborhoods provide various housing options at different pricing points.

The northern portion is proposed to be designated as Neighborhood (N) to facilitate a transition from the Mixed Density Neighborhood (MDN) to more Rural Residential (RR) land uses with low density housing. The Neighborhood (N) designation would allow flexibility for development in an area that was not previously contemplated for development; the current Rural Residential (RR) designation was established before Georgetown's accelerated pace of growth. As the demand for additional housing stock continues to grow, staff believe there is a cogency for this amendment. Staff is cognizant of protecting valuable rural and agricultural land in the immediate vicinity and supports the amendments in the locations proposed extending immediately from other Neighborhoods (N) allowing growth to be successfully managed and to avoid "leapfrog development" that would lead to unnecessary urban sprawl.

The proposed amendments are also aligned with Land Use Policy LU.1 which would reflect a gradual transition from urban to suburban to rural development. As this portion of Georgetown expands northward, the amendments would provide for a transition in density going north.

Given the proposed increase in trips from the base scenario of the adopted 2045 Thoroughfare Plan, the Transportation Department recommends further analysis of the future roadway network to ensure adequate roadway capacity through travel demand modeling. The resulting roadway capacity analysis may require additional model work and modification to the 2045 Thoroughfare Plan upon annexation. The Fire Marshal's Office was also contacted and indicated that they will provide comments during the formal development process.

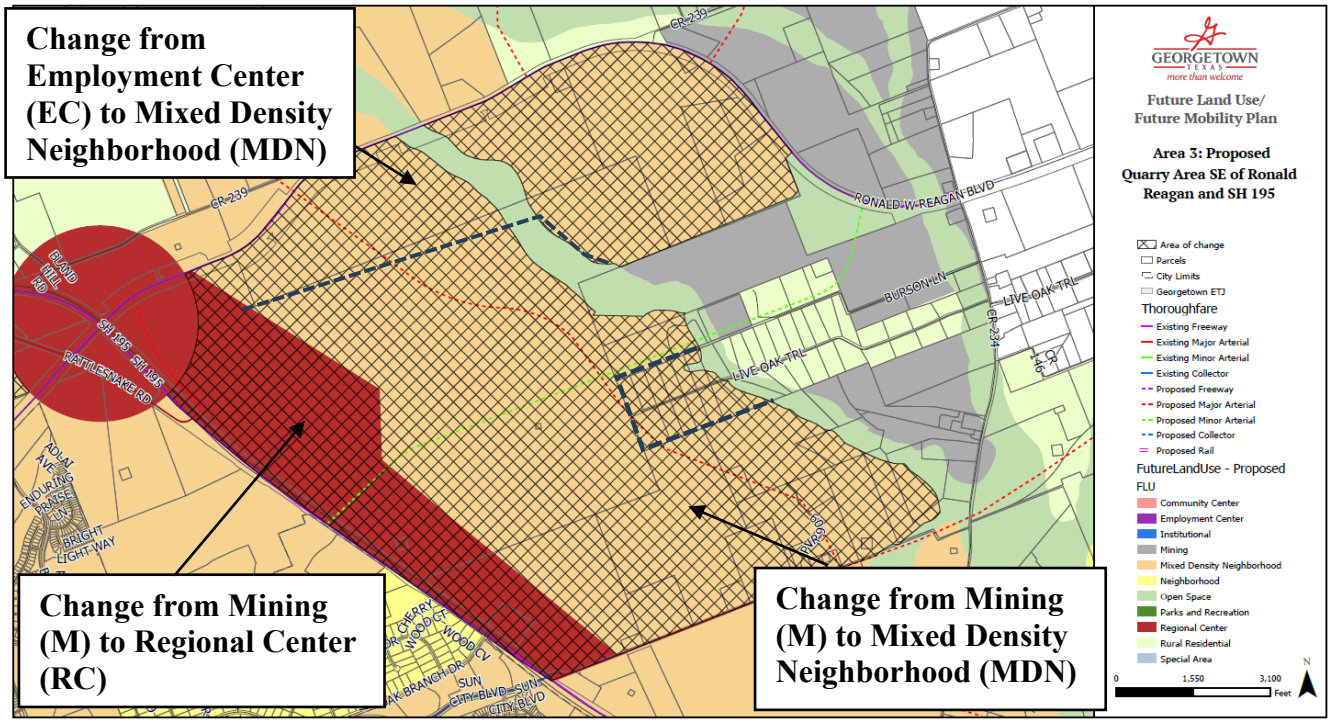
Area 2 (Quarry on Rattlesnake Road and S.H. 195 near Ronald Reagan Blvd.)



The City is proposing to amend the Future Land Use Map of the Comprehensive Plan on approximately 124.7 acres from the Mining (M) Future Land Use designation to the Mixed Density Neighborhood (MDN) designation to facilitate future residential development. The property to be designated Mixed Density Neighborhood (MDN) is the eastern portion of the same existing quarry Future Land Use designation in Area 1 that is proposed to be redeveloped in a combination of single-family dwellings, duplexes and townhomes. Similar to Area 1, staff believe the proposed MDN designation addresses the applicable housing and land use policies outlined in the Georgetown 2030 Plan. MDN in this location prepares it for a mixture of housing types and densities consistent with Housing Policy H.1, and provides an effective transition from the existing MDN neighborhood to the south and the new MDN neighborhood to the west.

Given the proposed increase in trips from the base scenario of the adopted 2045 Thoroughfare Plan, the Transportation Department recommends further analysis of the future roadway network to ensure adequate roadway capacity through travel demand modeling. The resulting roadway capacity analysis may require modification to the 2045 Thoroughfare Plan upon annexation. The Fire Marshal's Office will provide comments during the formal development process.

Area 3 (Quarry & rural land southeast of Ronald Reagan Blvd. and S.H. 195

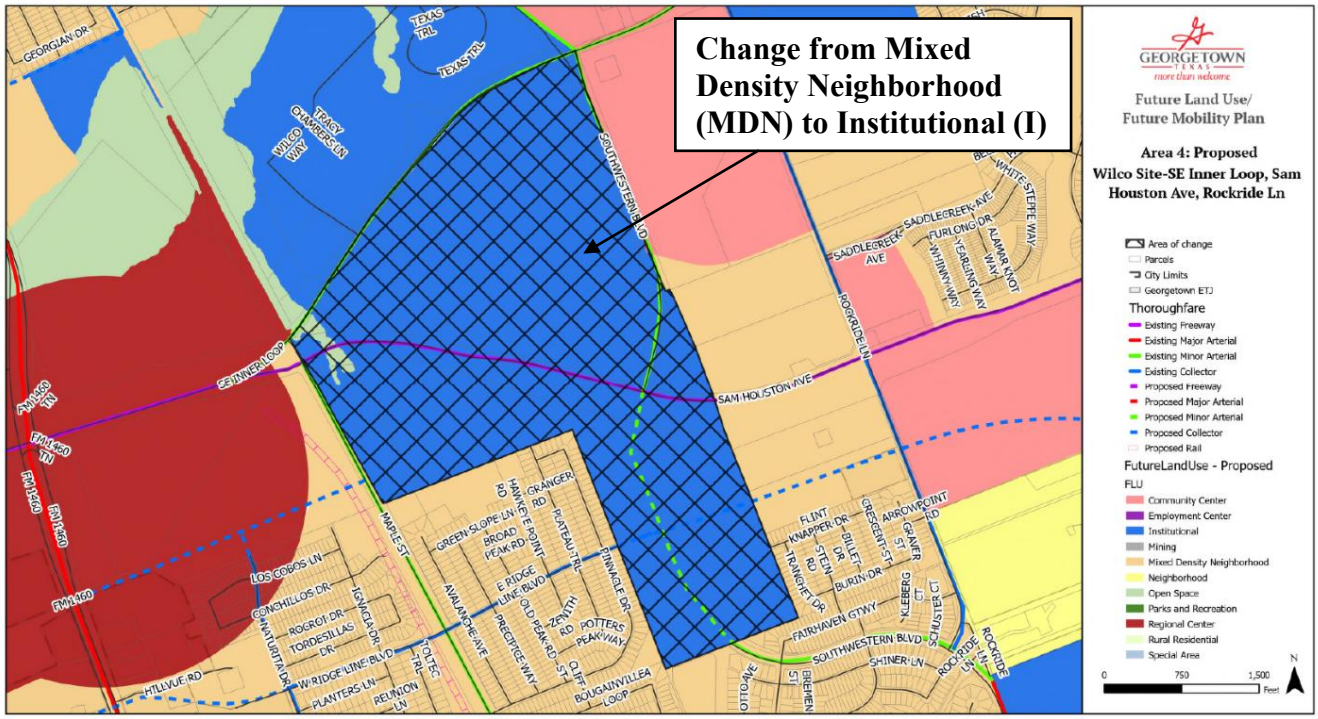


The City is proposing to amend the Future Land Use Map of the Comprehensive Plan on approximately 2,623.51 acres from Mining (M), Employment Center (EC) and Rural Residential (RR) to Mixed Density Neighborhood (MDN) and Regional Center (RC) to facilitate future development and annexation into City Limits. The Regional Center (RC) designation would extend in a linear fashion southbound along S.H. 195. This would prepare the area for future commercial or mixed-use development along S.H. 195, which can accommodate higher traffic volumes generated by these uses. East of the Regional Center (RC) designation, Mixed Use Neighborhood (MDN) is being proposed in order to allow for various housing types.

Staff believe the proposed amendments are in alignment with the future land use and housing goals of the city. Land Use Policy 1 (LU. 1) "encourages a balanced mix of residential, commercial, and employment uses at varying densities to reflect a gradual transition" and the proposed land uses are consistent with this policy. Extending the RC designation south along S.H. 195 provides additional commercial opportunities to service new and existing homes in the area consistent with LU. 1. The MDN designation is also consistent with LU. 1 providing for a transition from the proposed commercial corridor and Rural Residential neighborhoods further east. Further, the policies of Georgetown 2030 also support corridors that provide a transition between commercial and less dense residential developments along major roadways.

Given the proposed increase in trips from the base scenario of the adopted 2045 Thoroughfare Plan, the Transportation Department recommends further analysis of the future roadway network to ensure adequate roadway capacity through travel demand modeling. The resulting roadway capacity analysis may require modification to the 2045 Thoroughfare Plan upon annexation. The Fire Marshal's Office will provide comments during the formal development process.

Area 4 (Williamson County Property – SE Inner Loop, Sam Houston Ave, Rockride Ln)



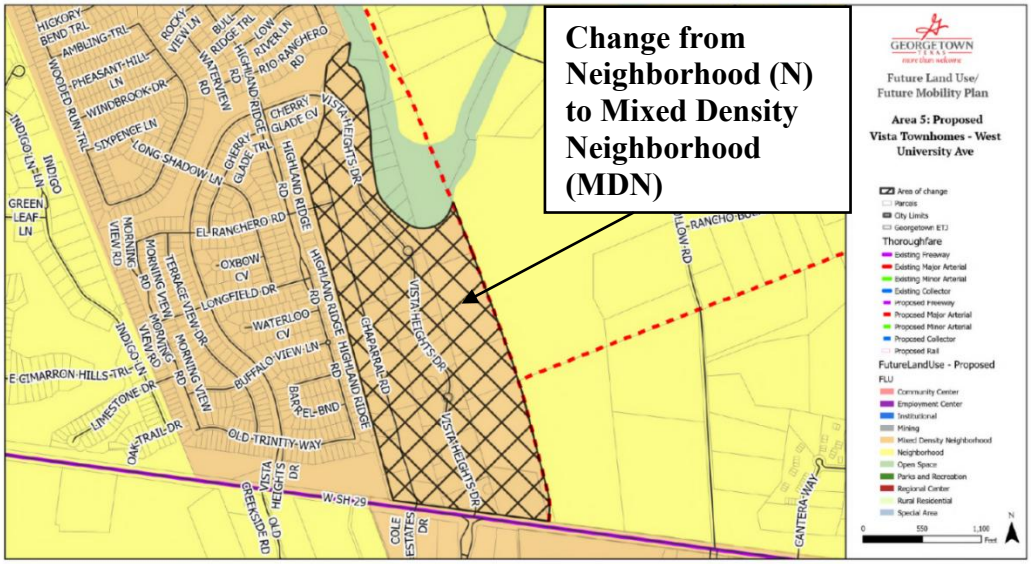
The City is proposing to amend the Future Land Use Map of the Comprehensive Plan on approximately 308.41 acres from Mixed Density Neighborhood (MDN) to Institutional (I) for a new Williamson County Justice campus. This amendment would be for the area located immediately south of the existing Williamson County Campus north of SE Inner Loop that includes their Administration Facility, Juvenile Detention Center, County Justice Office, and Animal Shelter. While the Public Facility (PF) zoning district is generally appropriate within any Future Land Use Degsignation, the Institutional (I) designation would reflect the County's ownership of the land and intention to expand its presence in the area.

The proposed amendment complies with Land Use Policy 1 (LU. 1) that encourages a mix of residential, commercial and employment uses and reflects a gradual transition from urban to suburban development. The Institutional (I) Future Land Use would support the expansion of the existing Williamson County Campus in alignment with Land Use Policy 1 that encourages a mix of uses including employment. The site also provides a transition between a large Regional Center (RC) node at the intersection of SE Inner Loop and Highway 1460 to the west, and two Community Center designations to the east and northeast. Staff cannot say whether traffic would increase from the new facility. As indciated, the Transportation Department will conduct traffic modeling upon annexation to address traffic. Since the property intersects with Sam Houston Avenue, an existing Freeway, and the future extension of Southwestern Blvd. a minor arterial road, Staff believes that at the very least traffic impacts will be reduced given the higher volumes these roads can accommodate. .

Staff is mindful of this southeast part of Georgetown as a Target Area in the Georgetown 2030 Plan for commercial amenities. However, staff believes the area can be adequately serviced with commercial amenities once the areas designated as Regional Center (RC) to the west and the Community Center (CC) to the east are developed.

Given the proposed increase in trips from the base scenario of the adopted 2045 Thoroughfare Plan, the Transportation Department recommends further analysis of the future roadway network to ensure adequate roadway capacity through travel demand modeling. The resulting roadway capacity analysis may require modification to the 2045 Thoroughfare Plan upon annexation.

Area 5 (Northside – West University Ave)



The City is proposing to amend the Future Land Use Map of the Comprehensive Plan on approximately 106.56 acres from Neighborhood (N) to Mixed Density Neighborhood (MDN) which can support future residential development east of Vista Heights Drive. Staff believe it is prudent to provide an effective transition and avoid having pockets of MDN between Neighborhood (N). There are large lot residential homes between two denser developments, and therefore, Mixed Density Residential would provide a smooth transition between Neighborhood (N) to the east, and aligning with the existing MDN designated properties to the west as shown on the above Map for Area 5. Further, there is a future arterial road immediately east and MDN makes more sense to accommodate the greater density allowed in MDN. This amendment would meet LU. 1 in providing a gradual transition, and Goal No. 6, "ensuring access to diverse housing options", as well as increasing opportunities for additional multi-family housing stock to balance the existing high volume of single-family housing in Georgetown.

The proposed major arterial road along the east side of the property will extend northward to Stone Mesa Trail per the City's Future Mobility Plan (FMP) and any future development adjacent to this development will be responsible for dedication of right-of-way and construction of required infrastructure.

Given the proposed increase in trips from the base scenario of the adopted 2045 Thoroughfare Plan, the Transportation Department recommends further analysis of the future roadway network to ensure adequate roadway capacity through travel demand modeling. The resulting roadway capacity analysis may require modification to the 2045 Thoroughfare Plan upon annexation. The Fire Marshal's Office will provide comments during the formal development process.

Approval Criteria

Staff has reviewed the proposed request and has found that it complies with all six (6) criteria established in UDC Section 3.04.030.A for a Comprehensive Plan Amendment, as outlined below:

COMPREHENSIVE PLAN AMENDMENT APPROVAL CRITERIA	
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	**Complies**
An application must provide the necessary information to review and make a knowledgeable decision in order for staff to schedule an application for consideration by the Planning and Zoning Commission and City Council. This application was reviewed by staff and deemed to be complete.	
2. The Amendment promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	**Complies**
The proposed amendment will promote the health, safety, and general welfare of the City. The proposed future land use designations will support balanced and managed growth for the city in alignment with the land use and housing policies of the Georgetown 2030 Plan. The proposed Land Use designations will be located along existing or future arterial street networks that are planned to accommodate increased traffic in alignment with Goal #1 to promote development patterns with balanced land uses. In addition, the Mixed Use Density (MDN) designation is consistent with LU. 11 by planning for a wider array of housing options in the future as this designation is compatible with zones that allow a variety of housing options.	

In addition to the FLUM criteria above, staff has reviewed the request and determined that the proposed request complies with the guidance established in UDC Section 3.04.030.B for a Comprehensive Plan Amendment, as outlined below:

COMPREHENSIVE PLAN AMENDMENT APPROVAL GUIDELINES	
1. The need for the proposed change.	**Complies**
The proposed amendments would better support future development in these areas. The Mining (M) designation within portions of Sites 1, 2, and3 is intended to be repurposed for future development and the new Land Use Categories would be better suited to accommodate redevelopment of the sites. Changing the Future Land Use to Mixed Density Neighborhood (MDN) and Neighborhood (N) in these areas is compatible for the intended developments, surrounding areas containing the same Future Land Use designations, and will provide more attainable and diverse housing stock in alignment with the Housing Goals of the 2030 Plan Update discussed above. In Area 3, southeast of Ronald Reagan Blvd. and S.H. 195, designating a Regional Center corridor adjacent to S.H. 195 connects with the existing Regional Center node at Ronald Reagan Blvd, and S.H. 195, and will allow additional commercial and mixed-use opportunities within this area, currently underserved in these respects. Finally, redesignation of Area 4 from Mixed Density Neighborhood (MDN) to Institutional (I) is in response to a direct need by Williamson County to expand their existing campus to facilitate construction of a new Justice Center, will provide a transition from the more intense commercial centers and nodes to the west and east.	
2. The effect of the proposed change on the need for City services and facilities.	**Partially Complies**

COMPREHENSIVE PLAN AMENDMENT APPROVAL GUIDELINES	
The requested amendment to the Future Land Use Map was reviewed by City Staff, and extension of the street network utilities is achievable through the properties. The Transportation Department, however, will need to affirm that traffic impacts can be effectively managed through roadway capacity analysis upon annexation. Based on this unknown, Staff is only confident that the requests partially comply in terms of Guideline #2. It is noted that all developments will be responsible to pay for water and wastewater utility construction. Developers will also be responsible for installing or upgrading any required roadways in accordance with the Future Mobility Plan (FMP).	
3. The compatibility of the proposed change with the existing uses and development patterns of nearby property and with the character of the neighborhood.	**Complies**
The proposed change is appropriate given the development pattern of the area. As indicated, Areas 1-3 and Area 5 are all proposing additional Mixed Density Future Land Use (MDN) that would provide a natural extension to existing Mixed Density (MDN) land uses in the immediate areas satisfying LU .1 and Goal 6 of the 2030 Update to provide more diverse housing options and a balance of land uses. The Regional Center (RC) strip adjacent to S.H. 195 in Area 3 is also compatible with the commercial character along this freeway which can accommodate these retail, office, and mixed-use developments. Finally, the Institutional (I) designation in Area 4 would support the expansion of the Williamson County Administration facility already in existence. This facility should generate much lower traffic volume than could be expected from retail or commercial businesses and is more compatible with the surrounding residential area. The adjacent commercial nodes and centers will provide commercial opportunities in the Southeast part of Georgetown and this amendment would therefore not take away future commercial opportunities in the vicinity.	
4. The implications, if any, that the amendment may have for other parts of the Plan.	**Complies**
Staff believes that the changes to land use in these areas will provide a wider mix of housing types. The Mixed Density Neighborhood (MDN) designation would allow a range of between 5 and 13 units/acre, and a variety of housing types on various lot sizes including single-family, duplex, and townhomes. The commercial corridor along S. H. 195 connecting to the existing regional node should provide more commercial and retail opportunities for the existing homes and future mixed-density development in the area.	

Public Meeting Dates

June 16, 2026 – Planning and Zoning Commission
July 14, 2026 – City Council First Reading of the Ordinance
July 28, 2026 – City Council Second Reading of the Ordinance

Public Notification

As required by the Unified Development Code, a legal notice advertising the public hearing was placed in the *Williamson County Sun* newspaper on May 26, 2026. While not required by the UDC or current State Law, Staff also mailed letters on May 26, 2026, to subject property owners informing them of the proposed changes. To date, staff has received 0 written comments in favor, and 0 in opposition to the requests.

Attachments

Exhibit 1A to 1E – Current Future Land Use Maps
Exhibit 2A to 2E - Proposed Future Land Use Maps

2026 Comprehensive Plan Amendment
Land Use Element

July 14, 2026 | City Council

GEORGETOWN
TEXAS

Item Under Consideration

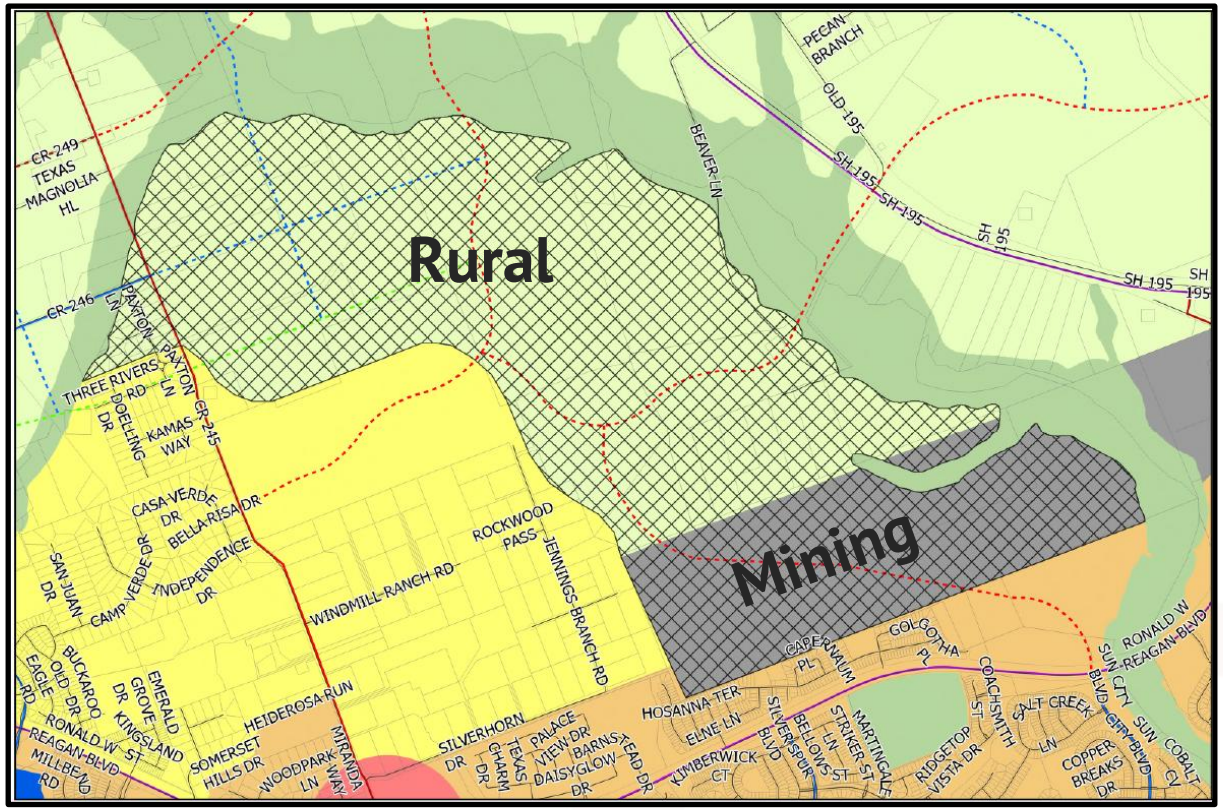
2026-1-CPA

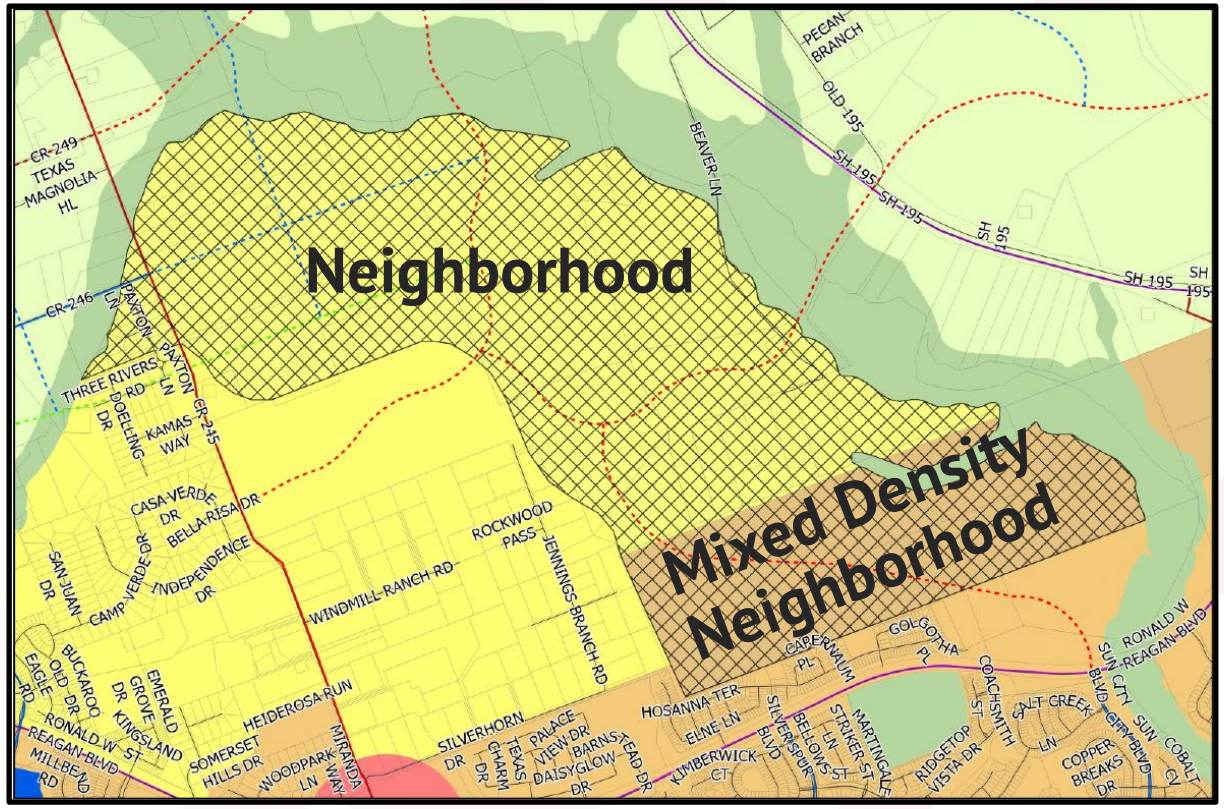
- Public hearing and possible action on a request to amend the 2030 Comprehensive Plan Future Land Use Map in accordance with Section 1.12.010 and 1.12.060 of the City Code of Ordinances – Edgar I. Garcia, AICP, Director of Planning
- Five (5) areas of the City to facilitate future development

Summary and Analysis

Area 1 (Quarry & rural land north of Ronald Reagan Blvd, near S.H. 195)

CURRENT → **PROPOSED**





Area 1 (Quarry & vacant land north of Ronald Reagan Blvd, near S.H. 195)

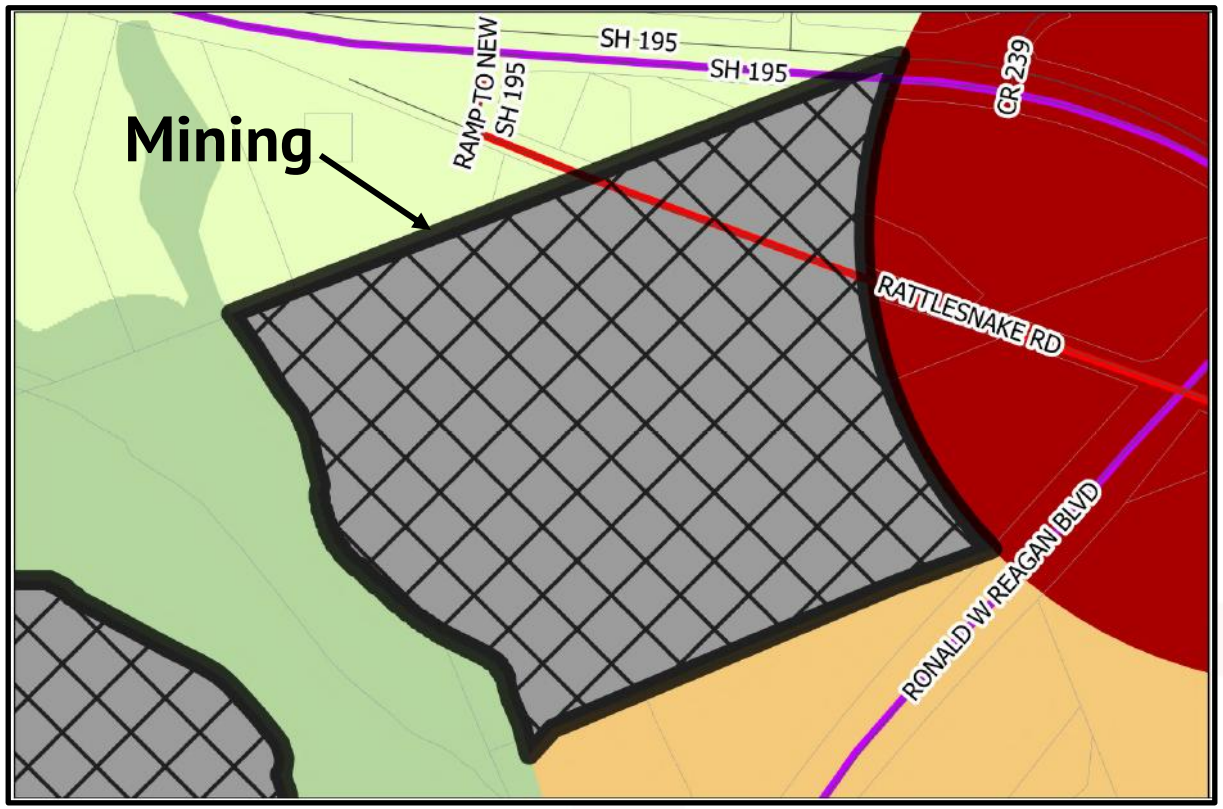
- Future Land Use Map Amendment for 1,528.32 acres of land
- South portion (403.7 ac): Mining (M) to **Mixed Density Neighborhood (MDN)**
  - Existing quarry proposed to be repurposed
  - Would prepare area for single-family dwellings, duplexes, and townhomes
- North portion (1,124.62 ac): Rural Residential (RR) to **Neighborhood (N)**
  - Would prepare area to facilitate future low-density residential.

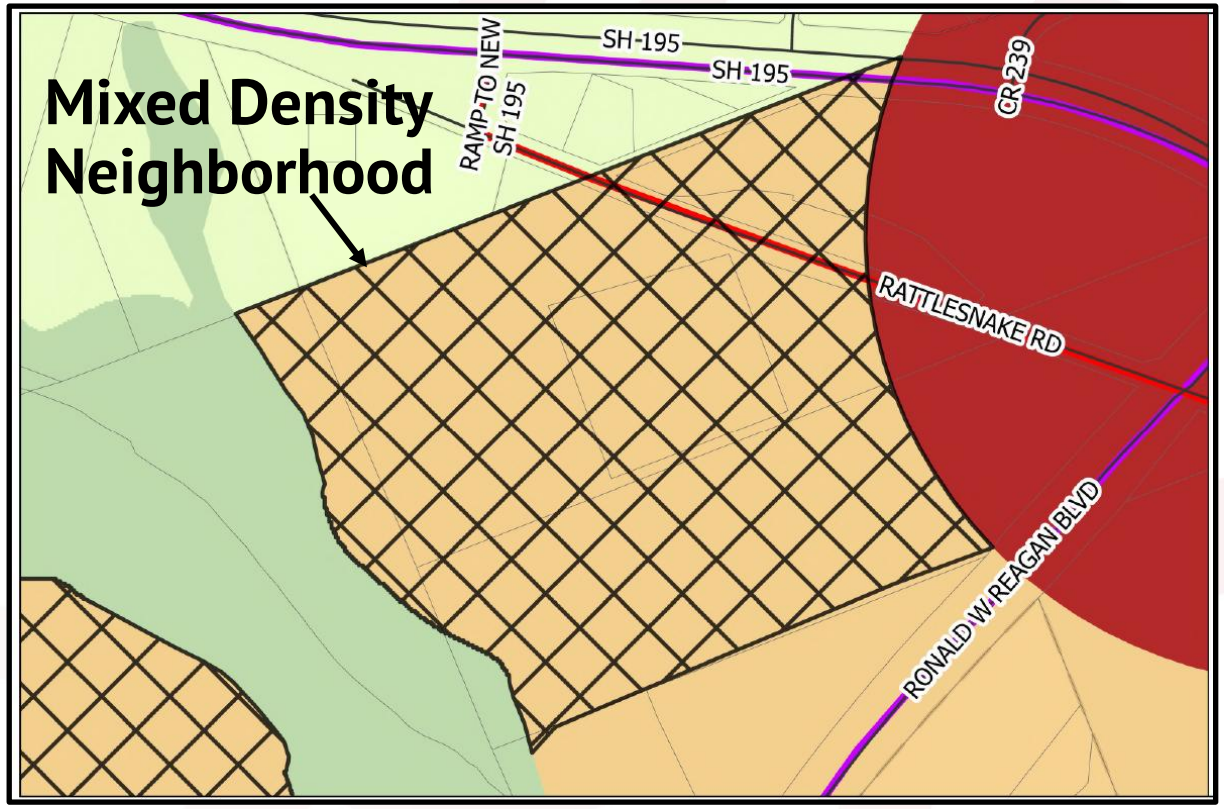
ANALYSIS

- Mixed Density Neighborhood (MDN) can assist in the provision of more diverse housing options at various price points (Housing Policy H.10)
- Neighborhood (N) will provide transition between Mixed Density Neighborhood (MDN) to south and Rural Residential (RR) to north avoiding “leapfrog” development (Land Use Policy LU.1)
- Prepares areas for redevelopment from quarry to housing

Area 2 (Quarry on Rattlesnake Road and S.H. 195, near Ronald Reagan Blvd)

CURRENT → **PROPOSED**





Area 2 (Quarry on Rattlesnake Road and S.H. 195, near Ronald Reagan Blvd)

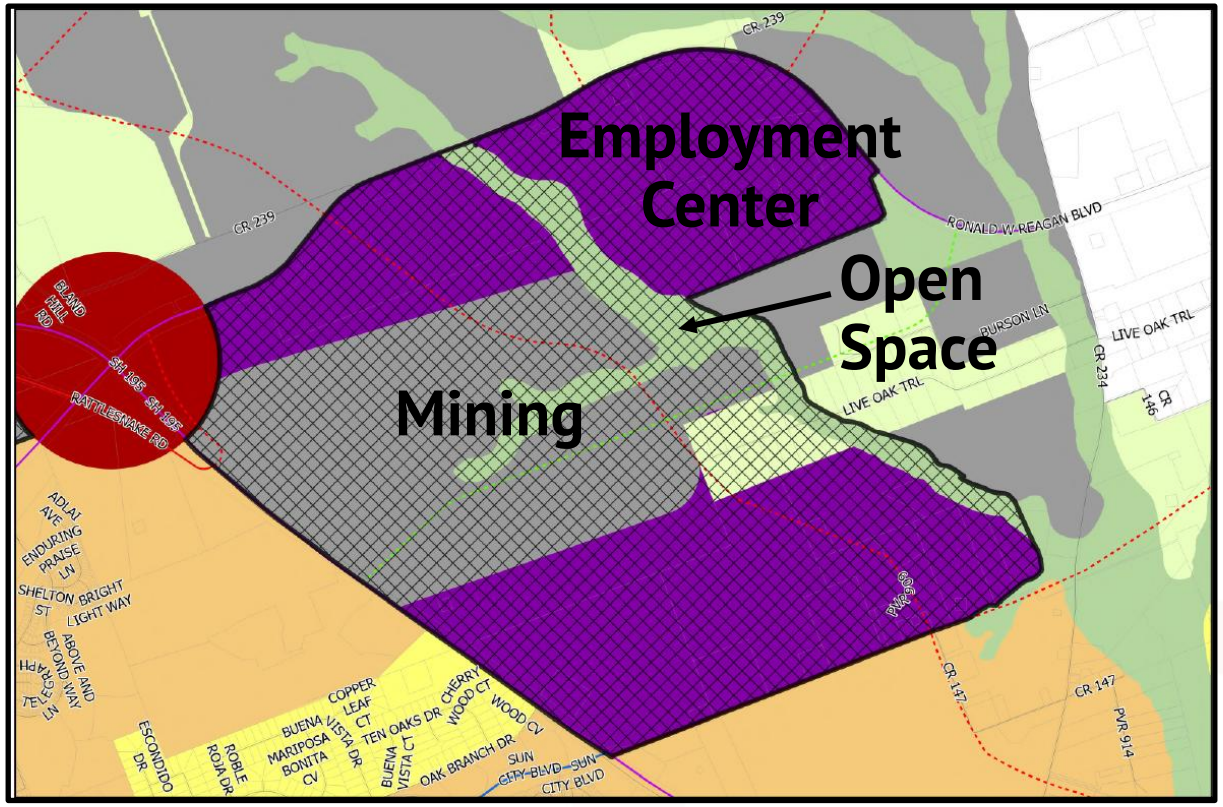
- Future Land Use Map Amendment for 124.7 acres of land
- Mining (M) to **Mixed Density Neighborhood (MDN)**
- Existing quarry proposed to be repurposed
- Would prepare area for single-family dwellings, duplexes, and townhomes

ANALYSIS

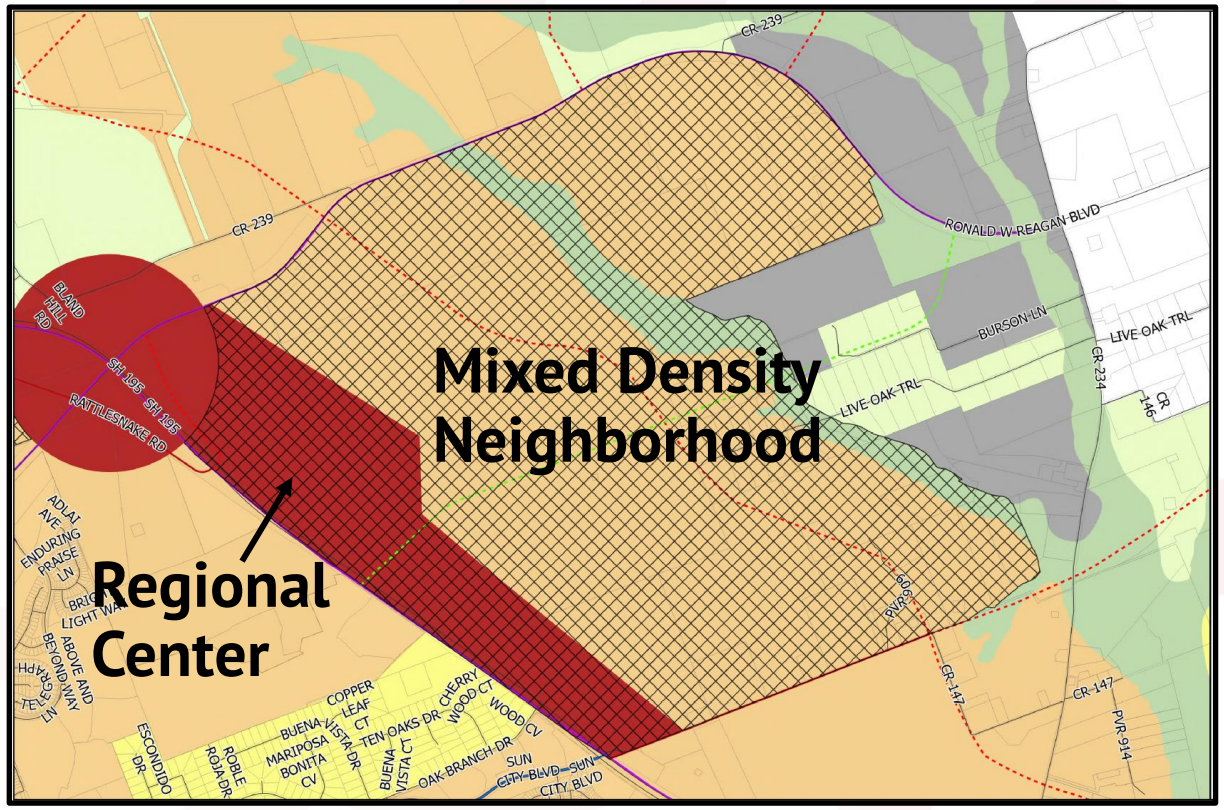
- Mixed Density Neighborhood (MDN) assists in the provision of more diverse housing options at various price points (H.10)
- MDN will allow for an effective transition from the existing MDN neighborhood to south and new MDN neighborhood to west (LU.1)
- Prepares area for redevelopment from quarry to housing

Area 3 (Quarry & rural land southeast of Ronald Reagan Blvd. and S.H. 195)

CURRENT



PROPOSED



Area 3 (Quarry & rural land southeast of Ronald Reagan Blvd. and S.H. 195)

- Future Land Use Map Amendment for 2,623.51 acres of land
- Extension of **Regional Center (RC)** commercial corridor adjacent to S.H. 195 to allow commercial and mixed-use development.
- Change of eastern portion from Mining (M) to **Mixed Density Neighborhood (MDN)** supports development of various housing types.

ANALYSIS

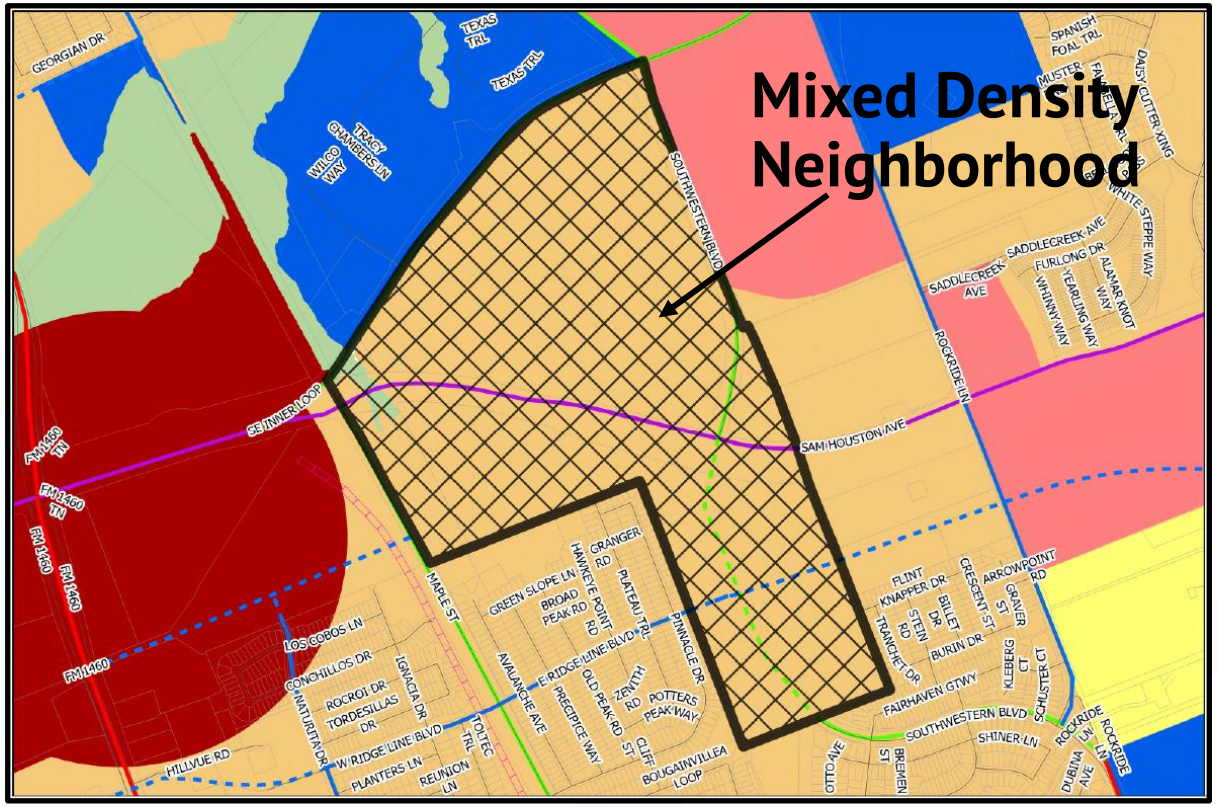
- Regional Center (RC) along S.H. 195 establishes a commercial corridor supporting future retail and office development for surrounding neighborhoods (LU.1)

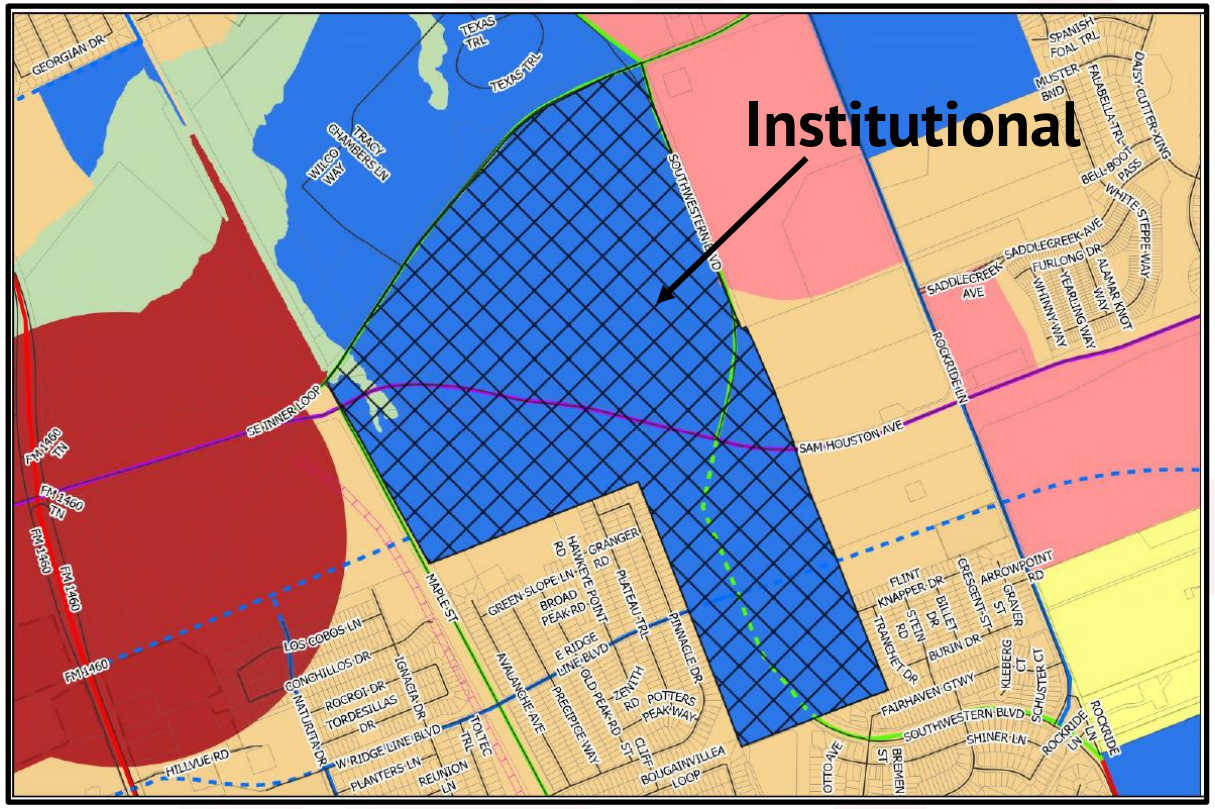
- Supports transition between commercial and residential development along major roadways

- Mixed Density Neighborhood (MDN) will facilitate the provision of more diverse housing options at various price points (H.10)

Area 4 (Williamson County Property, SE Inner Loop, Sam Houston Ave, Rockride Ln)

CURRENT → **PROPOSED**





Area 4 (Williamson County Property, SE Inner Loop, Sam Houston Ave, Rockride Ln)

- Future Land Use Map Amendment for 308.41 acres of land

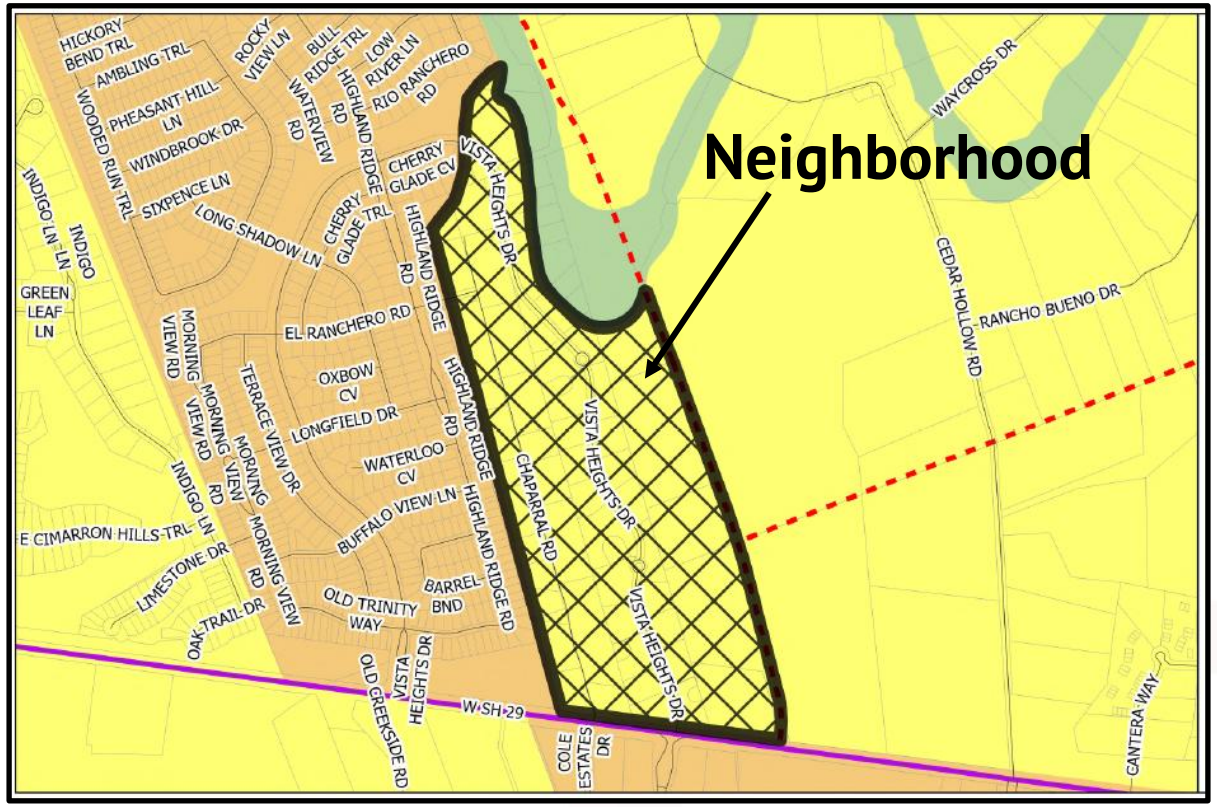
- Mixed Density Neighborhood (MDN) to **Institutional (I)**
  - Williamson County property for expansion; immediately south of existing WilCo Administration Facility.
  - Amendment would align with Institutional-designated property to north and allow for better planning

ANALYSIS

- Amendment to Institutional (I) aligns with (LU.1) that encourages a mix of uses including Employment.
- Institutional (I) provides a transition between large Regional Center (RC) Node west, and Community Centers (CC) east
- Reflects accurate goals of property

Area 5 (Northside – West University Avenue)

CURRENT



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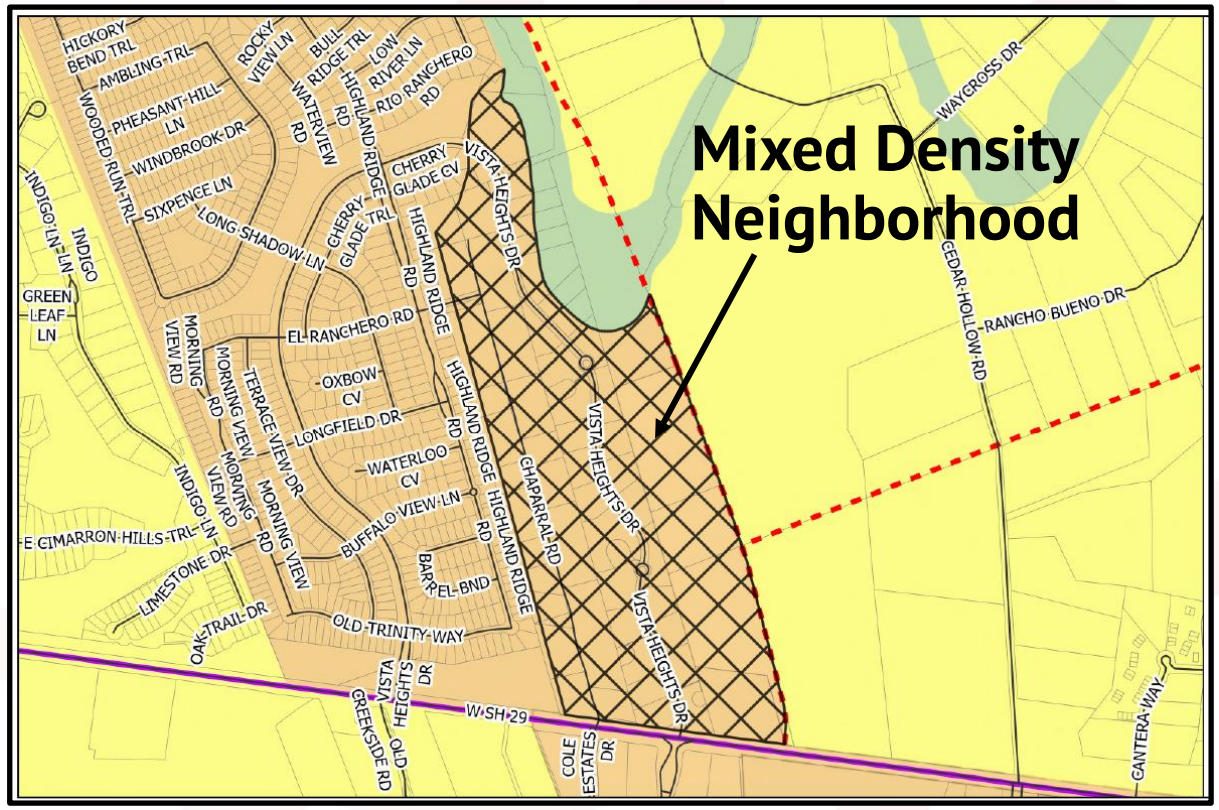


Area 5 (Northside – West University Avenue)

- Future Land Use Map Amendment for 106.56 acres of land
- Neighborhood to **Mixed Density Neighborhood**
- Can support future residential development compatible with surrounding areas

ANALYSIS

- Mixed Density Neighborhood (MDN) can provide a more adequate transition between Neighborhood (N) to east and additional MDN to west (LU. 1)

- MDN provides consistency with FLUM designations west and south

- Prepares area to support more diverse housing options (Goal #6)

Approval Criteria – UDC Section 3.04.030

Criteria for Comprehensive Plan Amendment	Complies	Partially Complies	Does Not Comply
The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	X		
The proposed amendment promotes the health, safety, and general welfare of the City.	X		
The need for the proposed change.	X		

Approval Guidelines – UDC Section 3.04.030

Guidelines for Comprehensive Plan Amendment	Complies	Partially Complies	Does Not Comply
The effect of the proposed change on the need for City services and facilities.		X	
The compatibility of the proposed change with the existing uses and development patterns of nearby property and with the character of the neighborhood.	X		
The implications, if any, that the amendment may have for other parts of the Plan.	X		

Public Notifications

- While not required by the UDC or State Law, as a courtesy, Staff mailed notices to all property owners subject to the FLUM amendments, as well as publication in the *Williamson County Sun*
- No responses related to the proposed amendments were received in support or in opposition

First Reading of an Ordinance

- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, UPDATING THE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN IN ACCORDANCE WITH ARTICLE 1, SECTION 1.08 OF THE GEORGETOWN CITY CHARTER AND FUNCTIONAL ELEMENTS THEREOF; 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, UPDATING THE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN IN ACCORDANCE WITH ARTICLE 1, SECTION 1.08 OF THE GEORGETOWN CITY CHARTER AND FUNCTIONAL ELEMENTS THEREOF; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Charter of the City of Georgetown was amended by vote of the people in April 1986 such that comprehensive planning was established as a continuous ongoing governmental function; and

WHEREAS, on February 26, 2008, Ordinance Number 2008-07, as updated on March 10, 2020, with Ordinance 2020-27, amended Chapter 1.12 Georgetown Comprehensive Plan in the Code of Ordinances of the City of Georgetown, defining the 2030 Comprehensive Plan and elements adopted thereof; and

WHEREAS, the established vision of the City is "Georgetown: A caring community honoring our past and innovating for the future"; and

Whereas, the City has experienced rapid population growth and development demand not previously anticipated; and

WHEREAS, the City Council desires to revise the adopted Future Land Use Map in the Land Use Element for parts of the City and its Extraterritorial Jurisdiction that are experiencing unanticipated development interest, generally located north of Ronald W. Reagan Boulevard and west of State Highway 195, the areas east of State Highway 195, south of County Road 239, and north of Sun City Boulevard, the areas north of Westinghouse Drive, east of Maple Street, south of Sam Houston Avenue, and west of Rockride Lane, and the areas north of West State Highway 29 and east of Indigo Lane; and

WHEREAS, the City Council finds it to be in the best interest of the public to establish updates to the Land Use Element as set out herein.

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

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

Section 2. The meeting at which this ordinance was approved was conducted in compliance with the Texas Open Meeting Act, Texas Government Code, Chapter 551.

Section 3. The Land Use Element is amended as shown in **Exhibit A.**

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

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

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

APPROVED on First Reading on the 14th day of July, 2026.

APPROVED AND ADOPTED on Second Reading on the 28th day of July, 2026.

THE CITY OF GEORGETOWN:

_____
Josh Schroeder
Mayor

ATTEST:

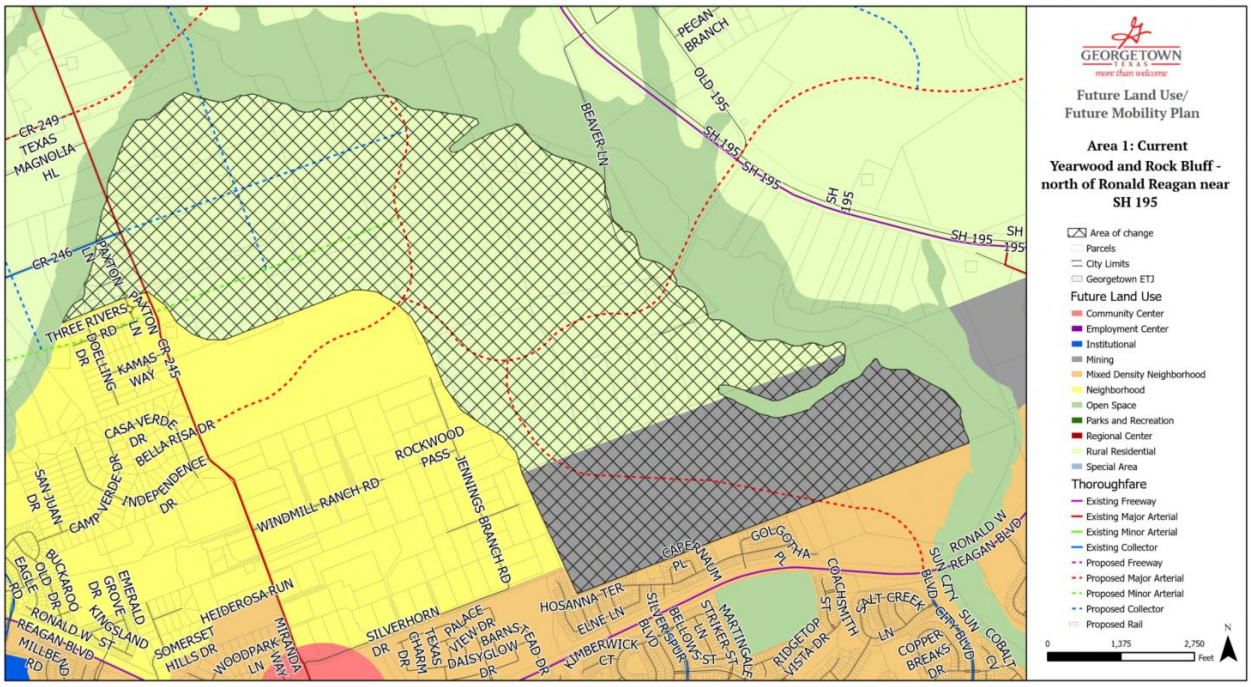
_____
Robyn Densmore, TRMC
City Secretary

APPROVED AS TO FORM:

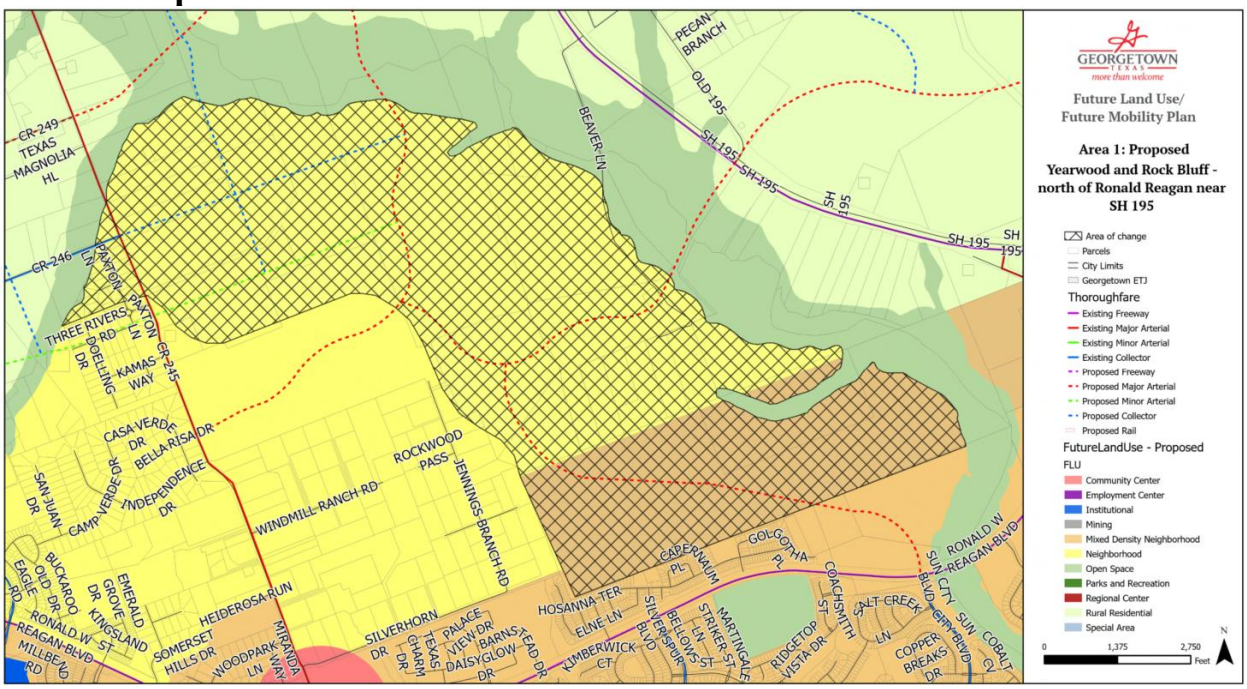
_____
Skye Masson
City Attorney

Exhibit A

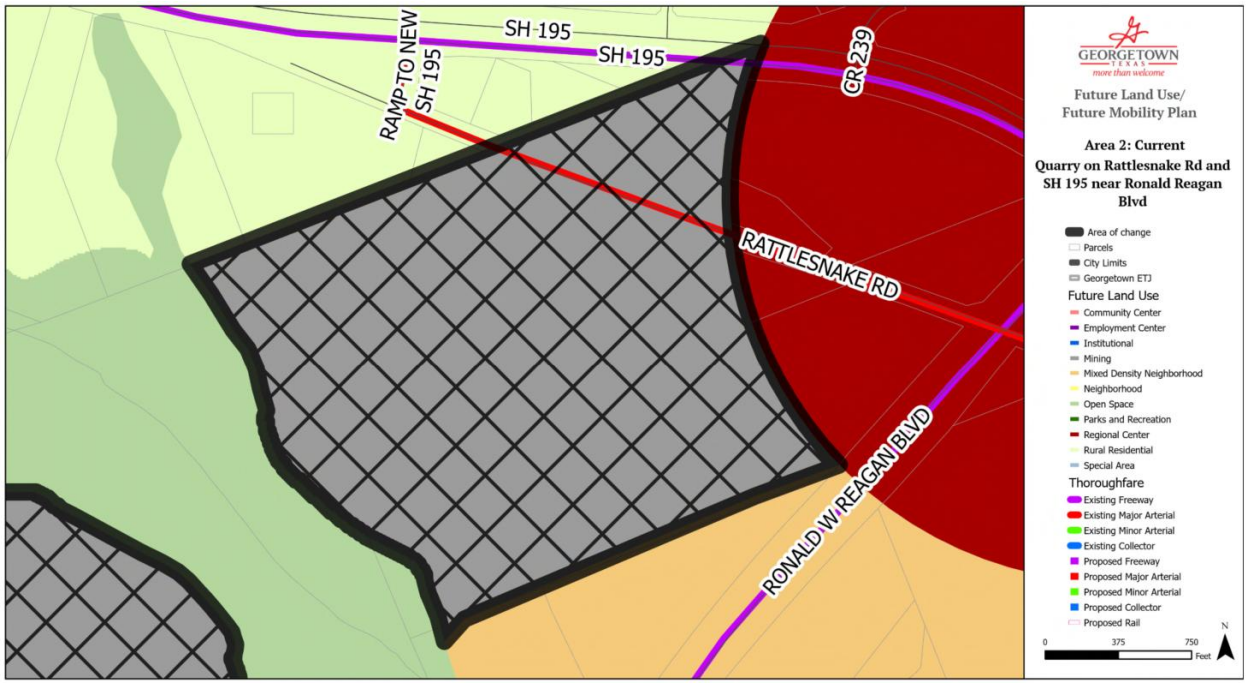
Area 1 Current



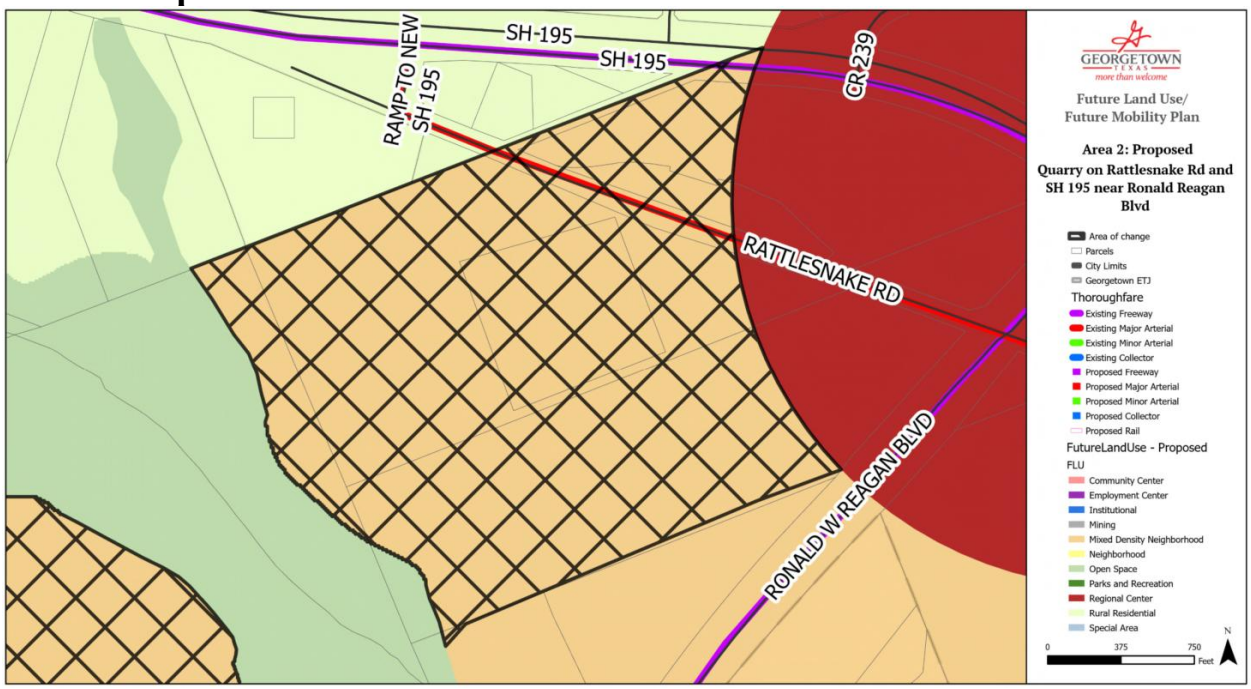
Area 1 Proposed



Area 2 Current

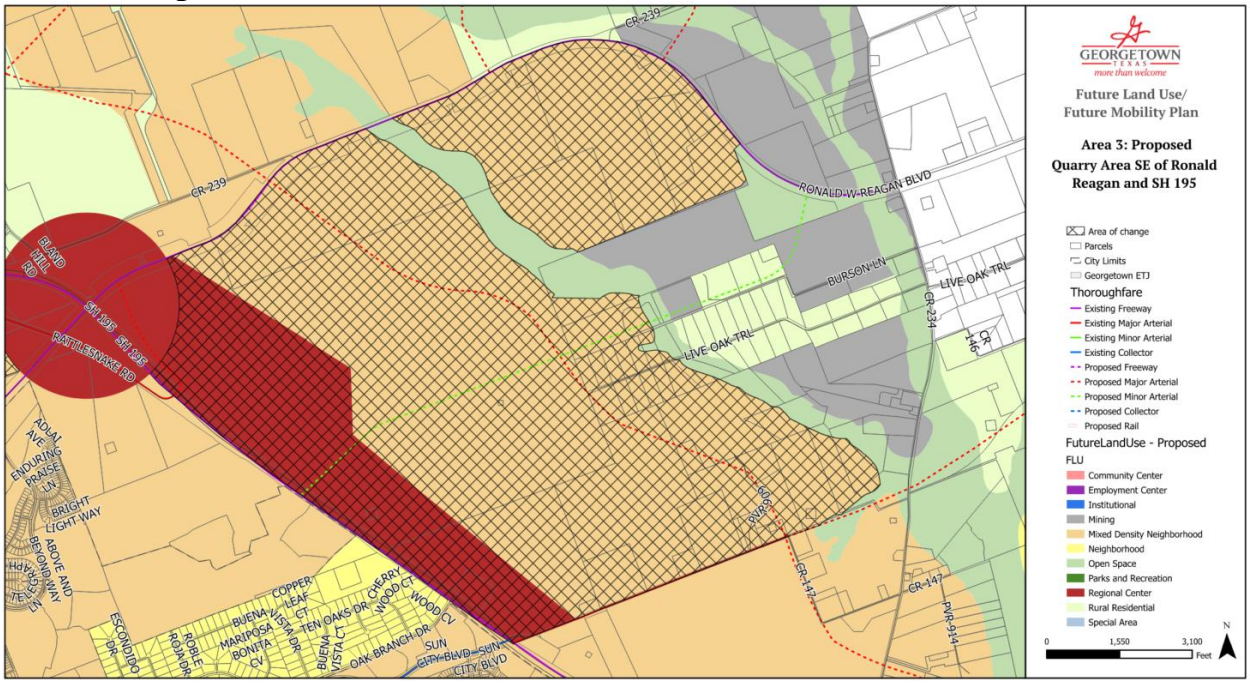


Area 2 Proposed

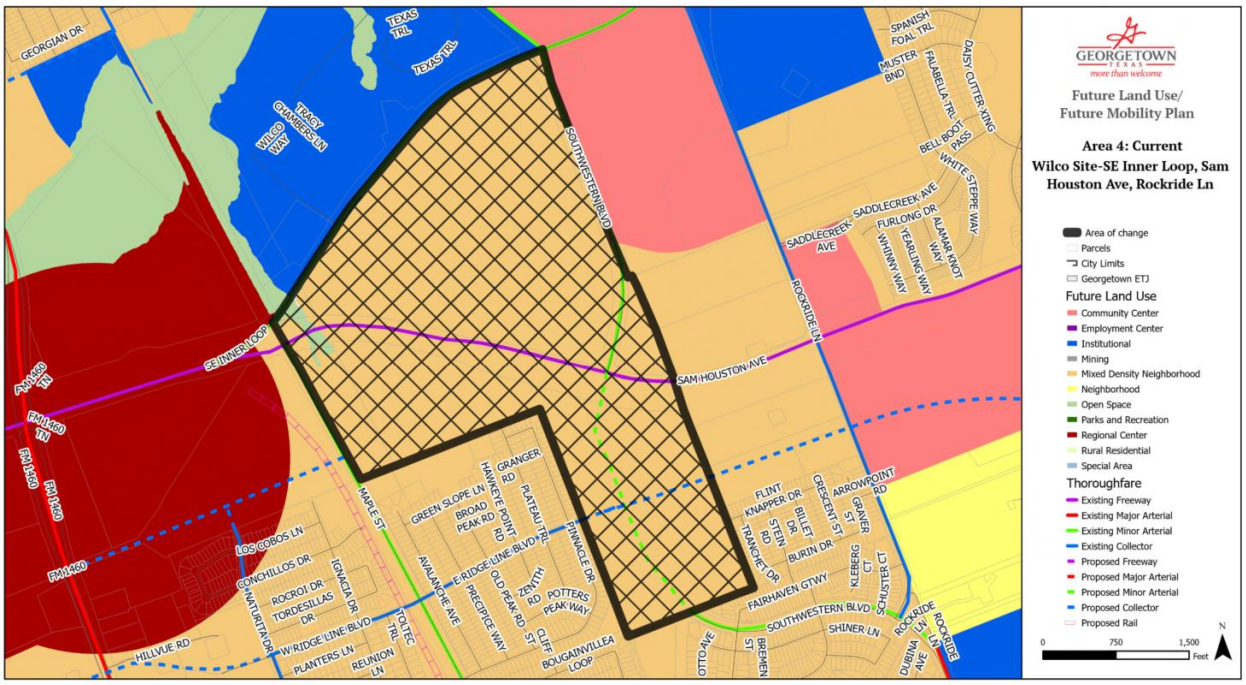


Area 3 Current

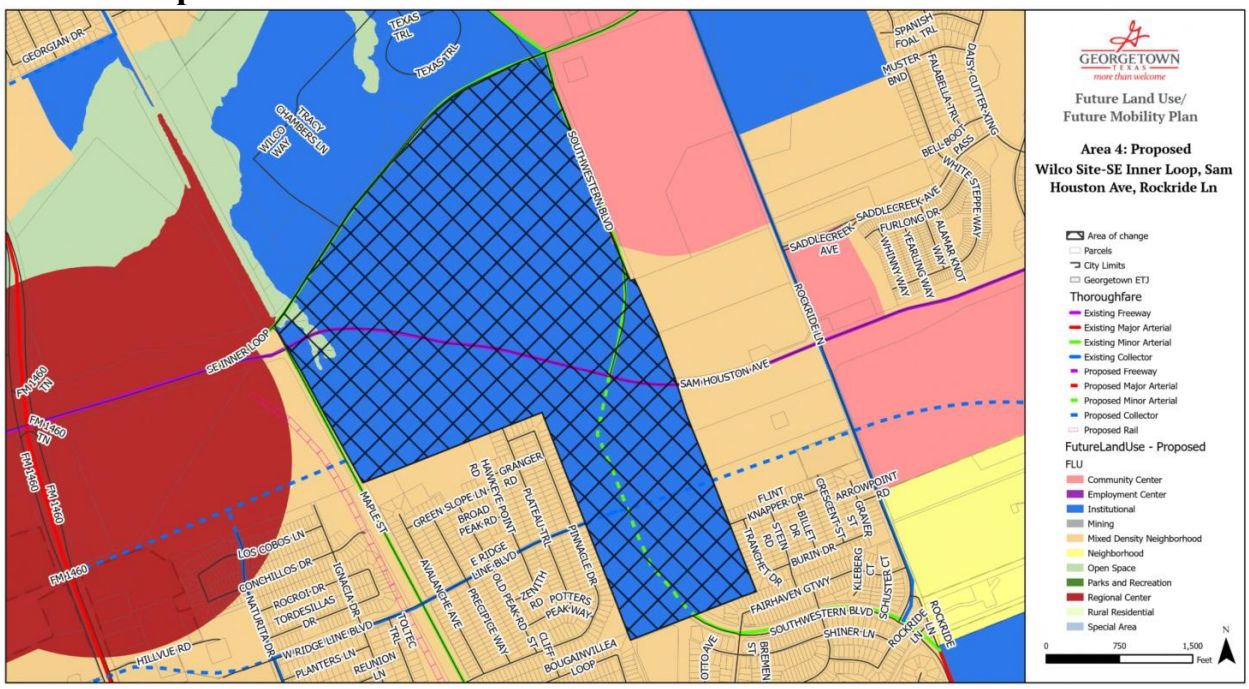
Area 3 Proposed



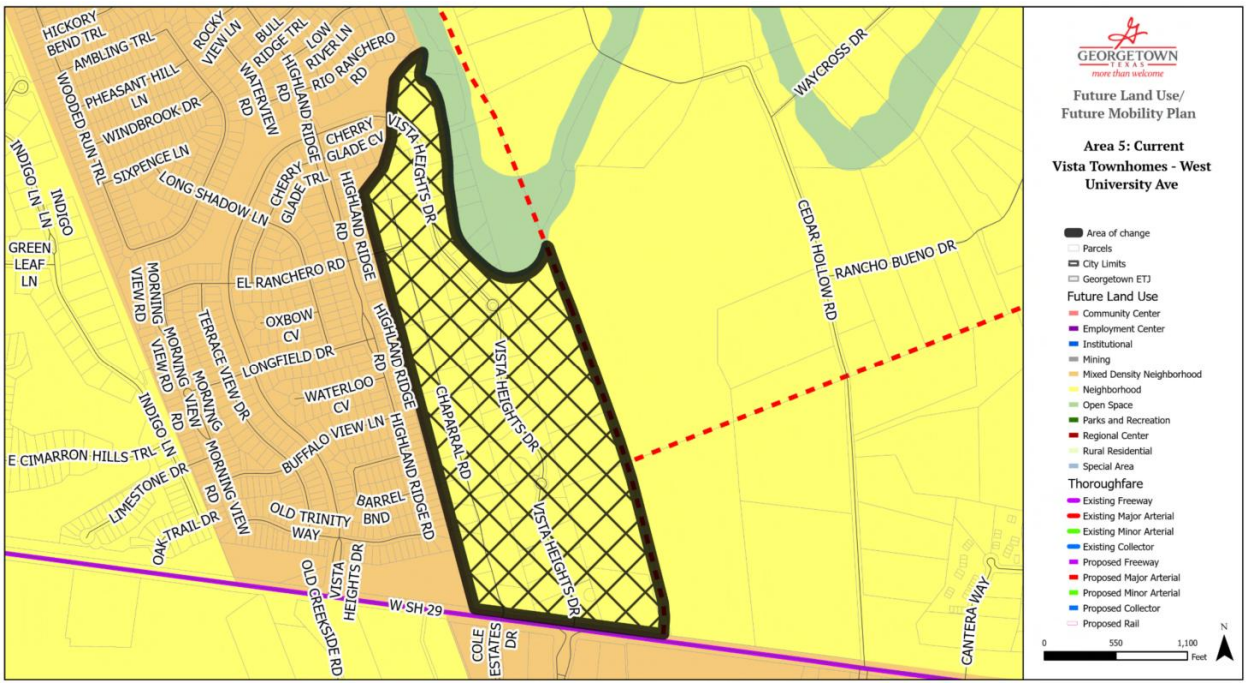
Area 4 Current



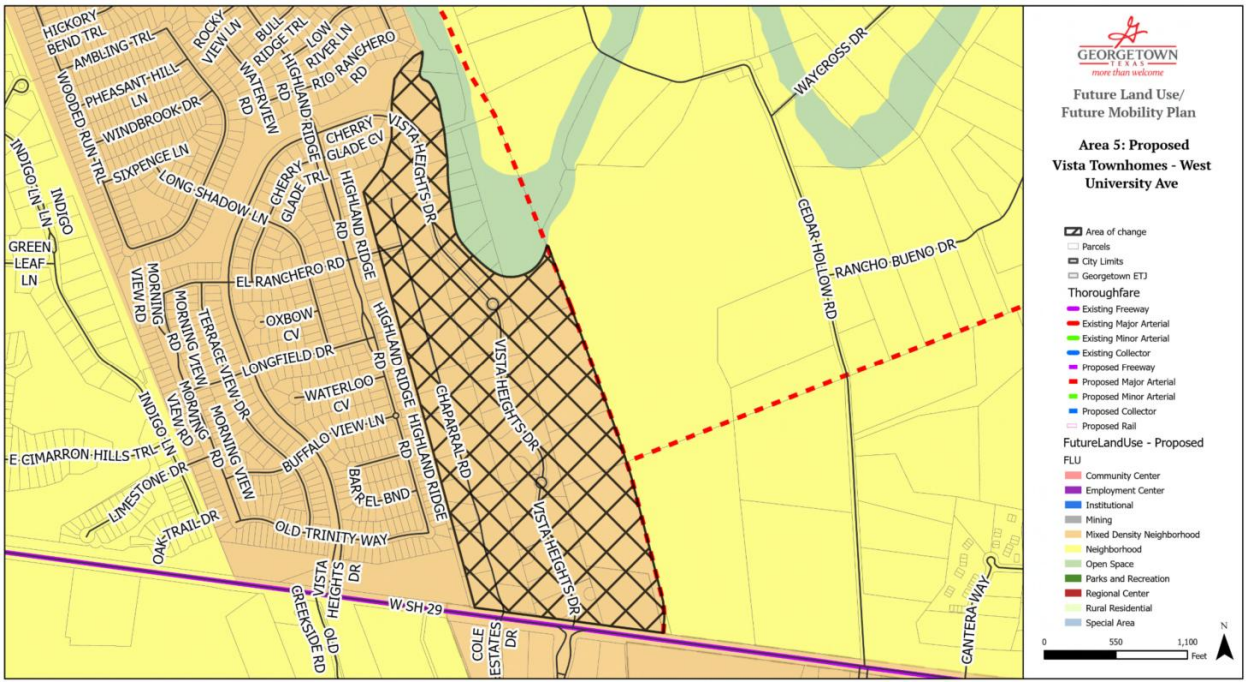
Area 4 Proposed

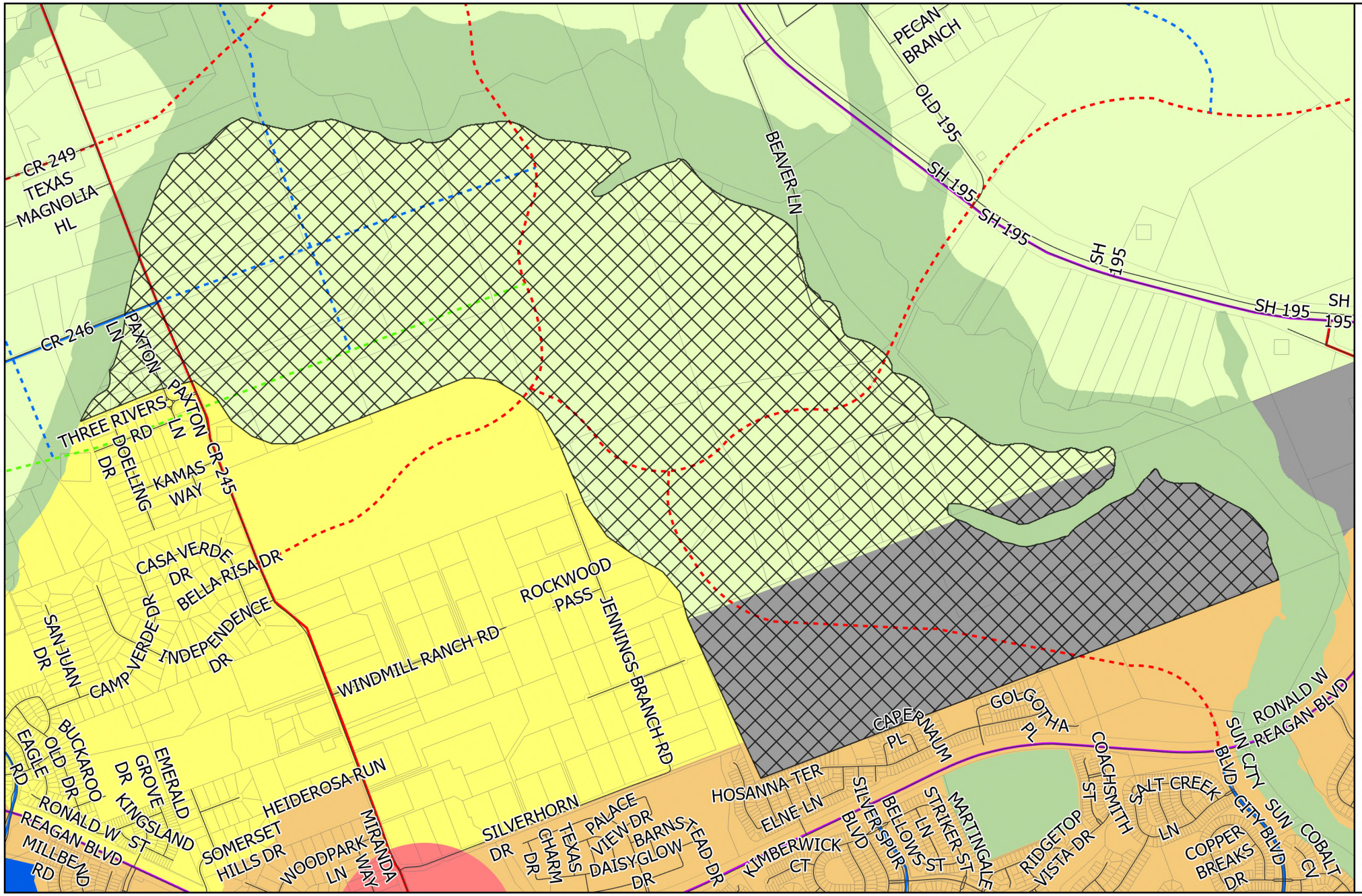


Area 5 Current



Area 5 Proposed





GEORGETOWN TEXAS
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Future Land Use/ Future Mobility Plan

Area 1: Current Yearwood and Rock Bluff - north of Ronald Reagan near SH 195

- Area of change
- Parcels
- City Limits
- Georgetown ETJ

Future Land Use

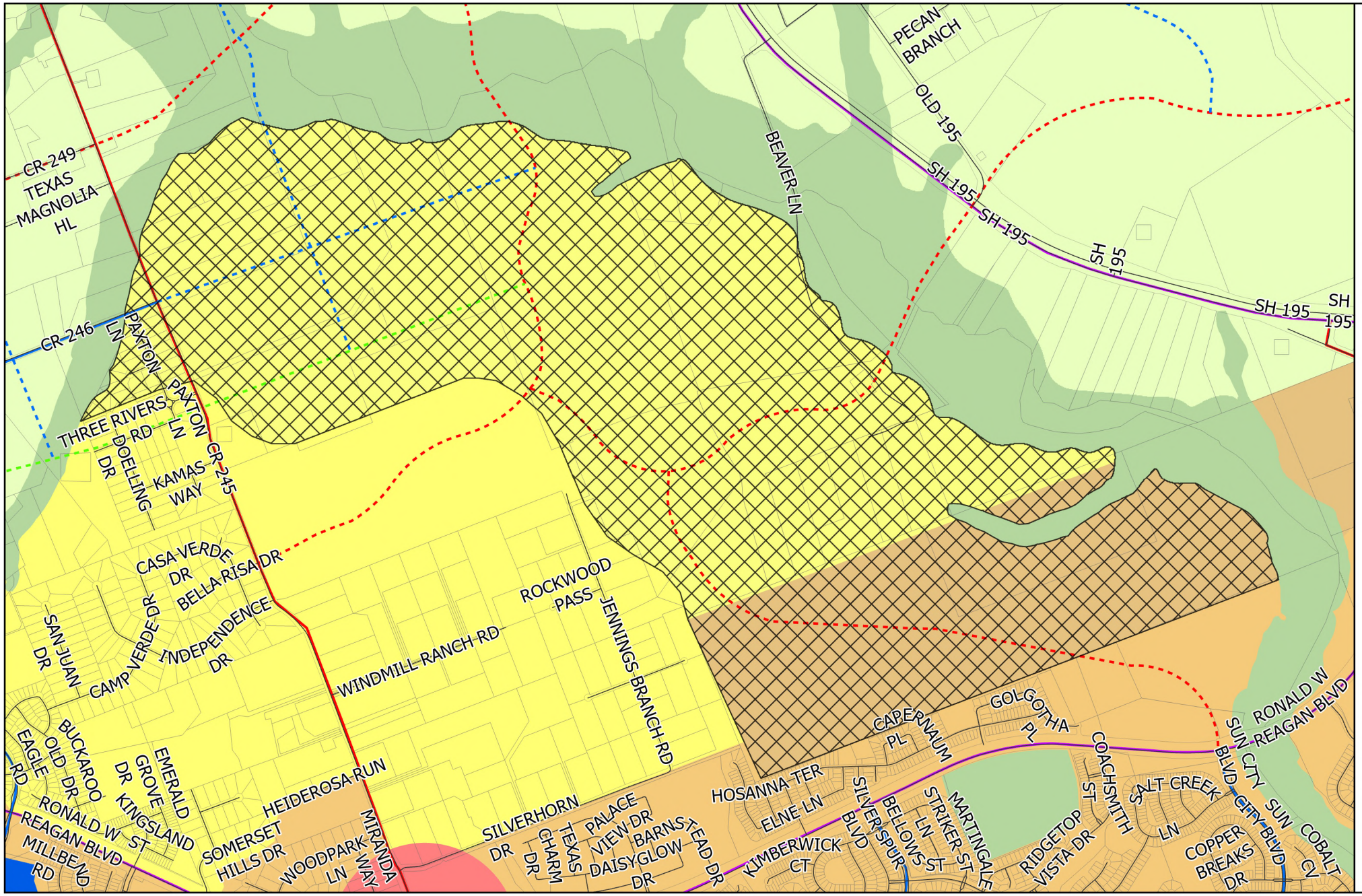
- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

Thoroughfare

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

0 1,375 2,750 Feet

N



GEORGETOWN TEXAS
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Future Land Use/ Future Mobility Plan

Area 1: Proposed Yearwood and Rock Bluff - north of Ronald Reagan near SH 195

- Area of change
- Parcels
- City Limits
- Georgetown ETJ

Thoroughfare

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

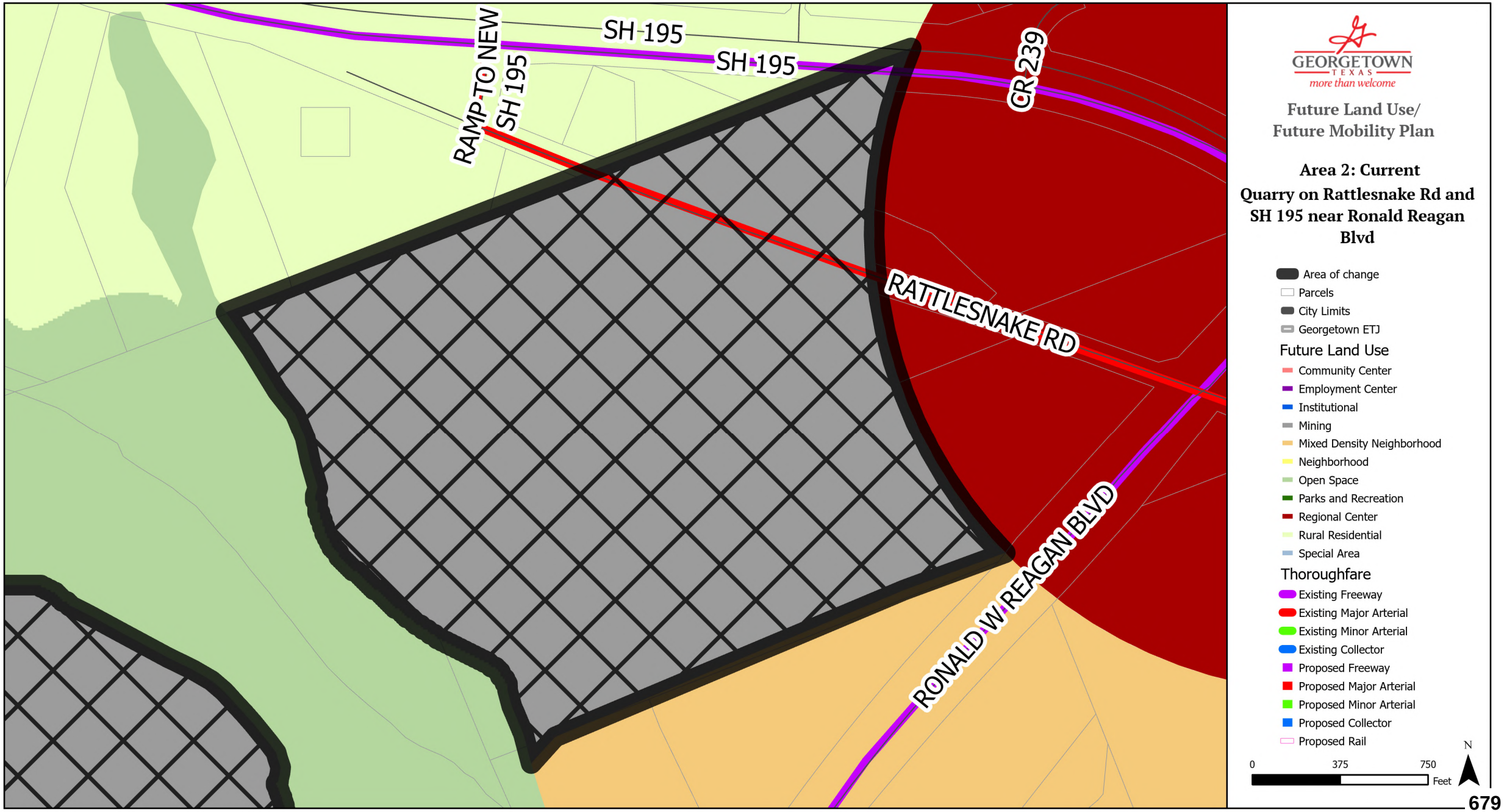
FutureLandUse - Proposed

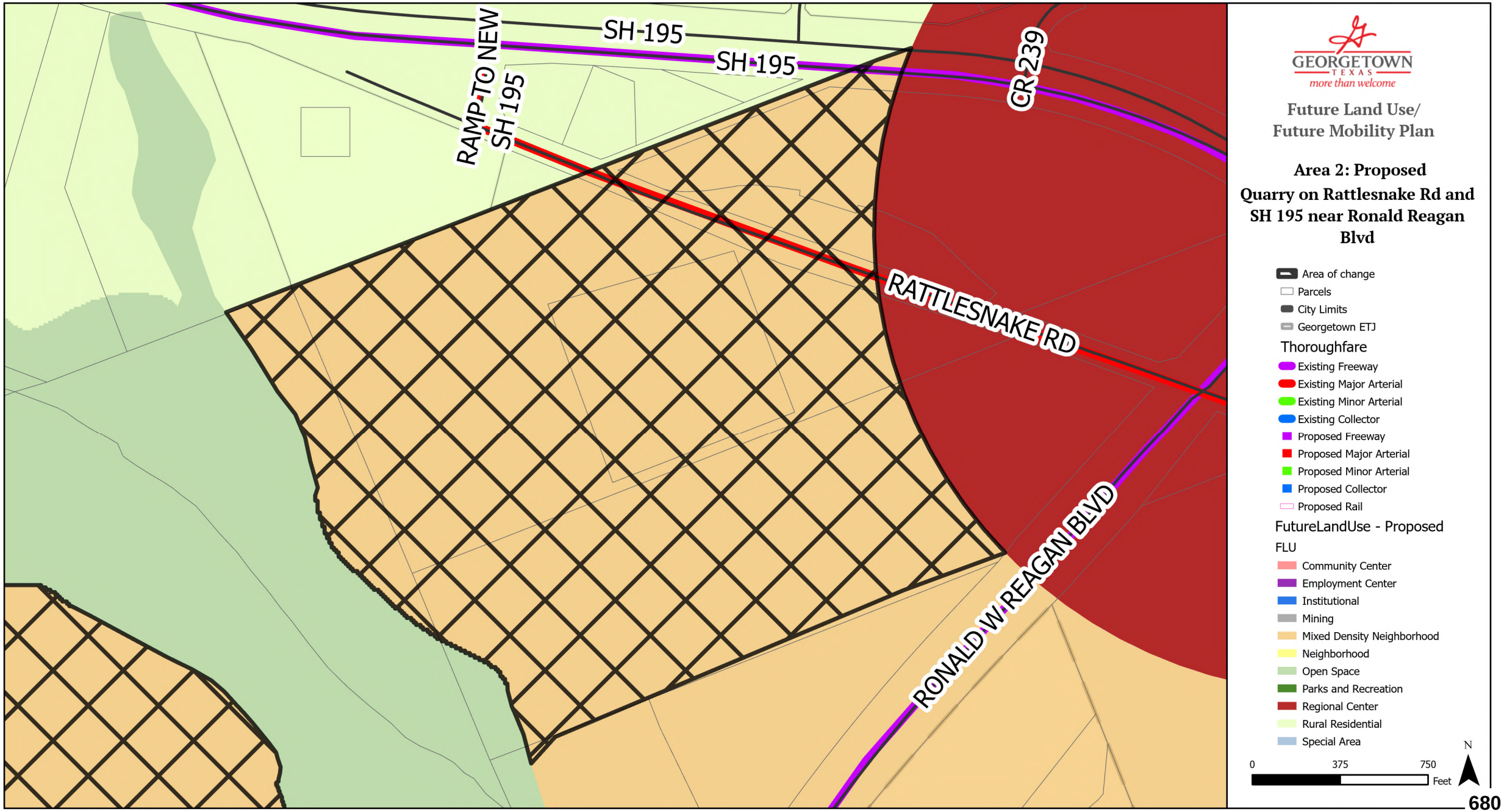
FLU

- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

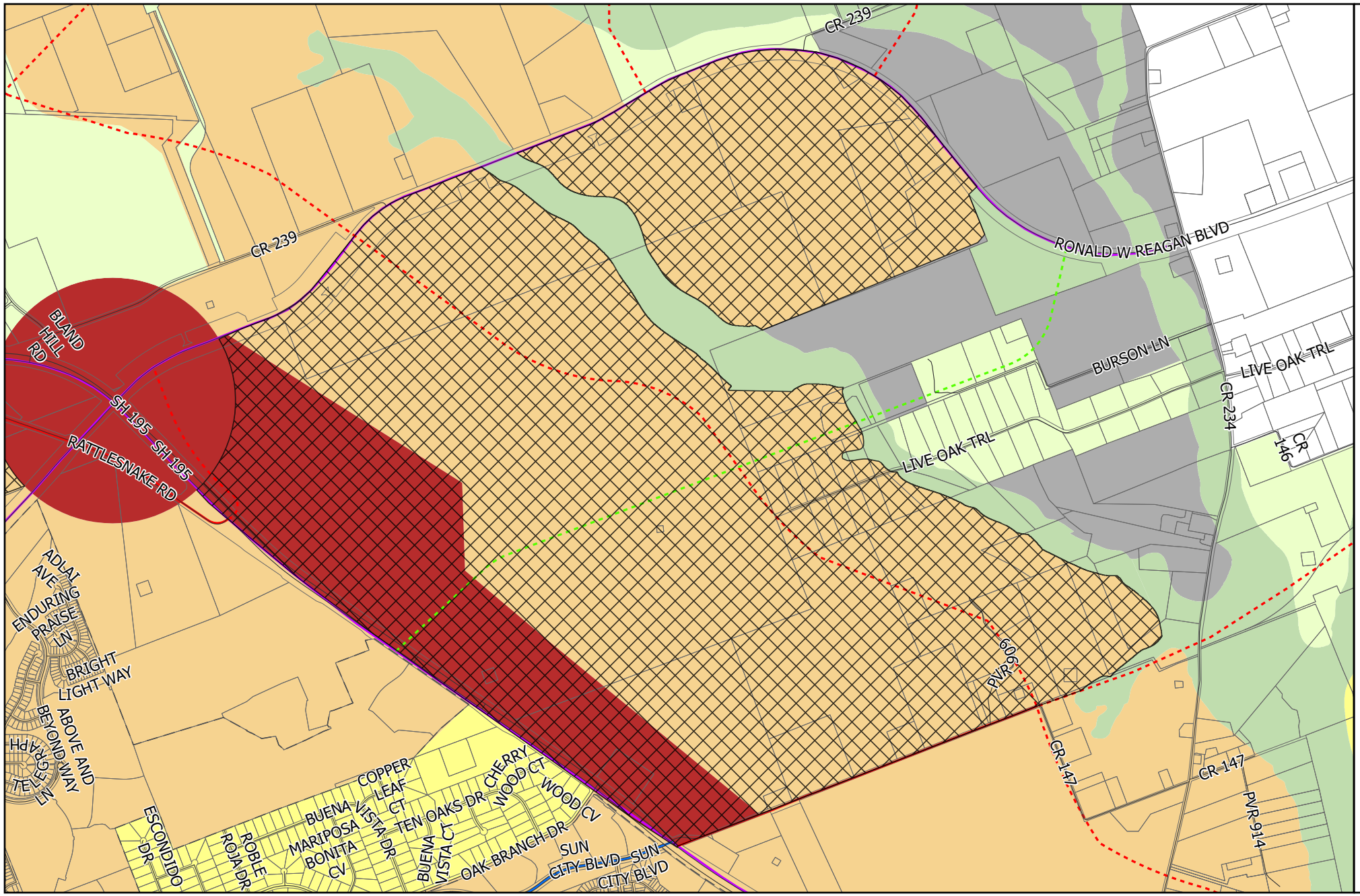
0 1,375 2,750 Feet

N


SH 195
SH 195
RAMP TO NEW SH 195
CR 239
RATTLESNAKE RD
RONALD W REAGAN BLVD
GEORGETOWN
TEXAS
more than welcome
Future Land Use/
Future Mobility Plan
Area 2: Current
Quarry on Rattlesnake Rd and SH 195 near Ronald Reagan Blvd
Area of change
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
375
750
Feet
N


SH-195
SH-195
RAMP TO NEW SH 195
CR 239
RATTLESNAKE RD
RONALD W REAGAN BLVD
GEORGETOWN
TEXAS
more than welcome
Future Land Use/
Future Mobility Plan
Area 2: Proposed
Quarry on Rattlesnake Rd and SH 195 near Ronald Reagan Blvd
Area of change
Parcels
City Limits
Georgetown ETJ
Thoroughfare
Existing Freeway
Existing Major Arterial
Existing Minor Arterial
Existing Collector
Proposed Freeway
Proposed Major Arterial
Proposed Minor Arterial
Proposed Collector
Proposed Rail
FutureLandUse - Proposed
FLU
Community Center
Employment Center
Institutional
Mining
Mixed Density Neighborhood
Neighborhood
Open Space
Parks and Recreation
Regional Center
Rural Residential
Special Area
0
375
750
Feet
N

GEORGETOWN
TEXAS
more than welcome
Future Land Use/
Future Mobility Plan
Area 3: Current
Quarry Area SE of Ronald Reagan and SH 195
Area of change
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
1,550
3,100
Feet
N
CR 239
RONALD W REAGAN BLVD
BURSON LN
LIVE OAK TRL
CR 234
CR 146
BLAND HILL RD
SH 195
RATTLESNAKE RD
ADLAI AVE
ENDURING PRAISE LN
SHELTON BRIGHT ST
LIGHT WAY
ABOVE AND BEYOND WAY
NT GRAPH
TEL
ESCONDIDO DR
ROBLE ROJA DR
BUENA VISTA DR
MARIPOSA BONITA CV
COPPER LEAF CT
TEN OAKS DR
BUENA VISTA CT
CHERRY WOOD CT
WOOD CV
OAK BRANCH DR
SUN CITY BLVD
PVR 606
CR 147
PVR 914



GEORGETOWN TEXAS
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Future Land Use/ Future Mobility Plan

Area 3: Proposed Quarry Area SE of Ronald Reagan and SH 195

- Area of change
- Parcels
- City Limits
- Georgetown ETJ

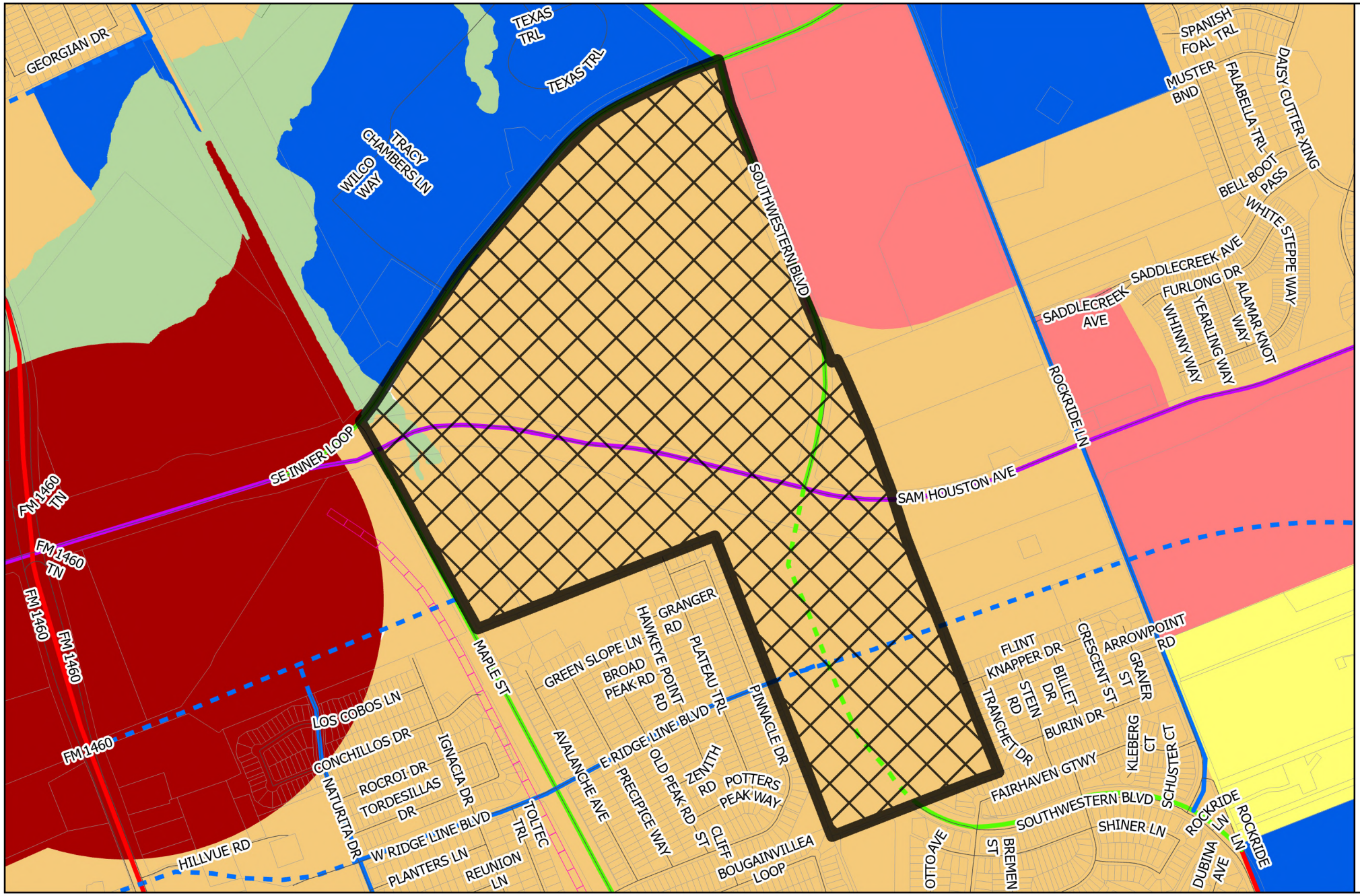
Thoroughfare

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

FutureLandUse - Proposed

FLU

- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area



GEORGETOWN TEXAS
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Future Land Use/ Future Mobility Plan

Area 4: Current Wilco Site-SE Inner Loop, Sam Houston Ave, Rockride Ln

- Area of change
- Parcels
- City Limits
- Georgetown ETJ

Future Land Use

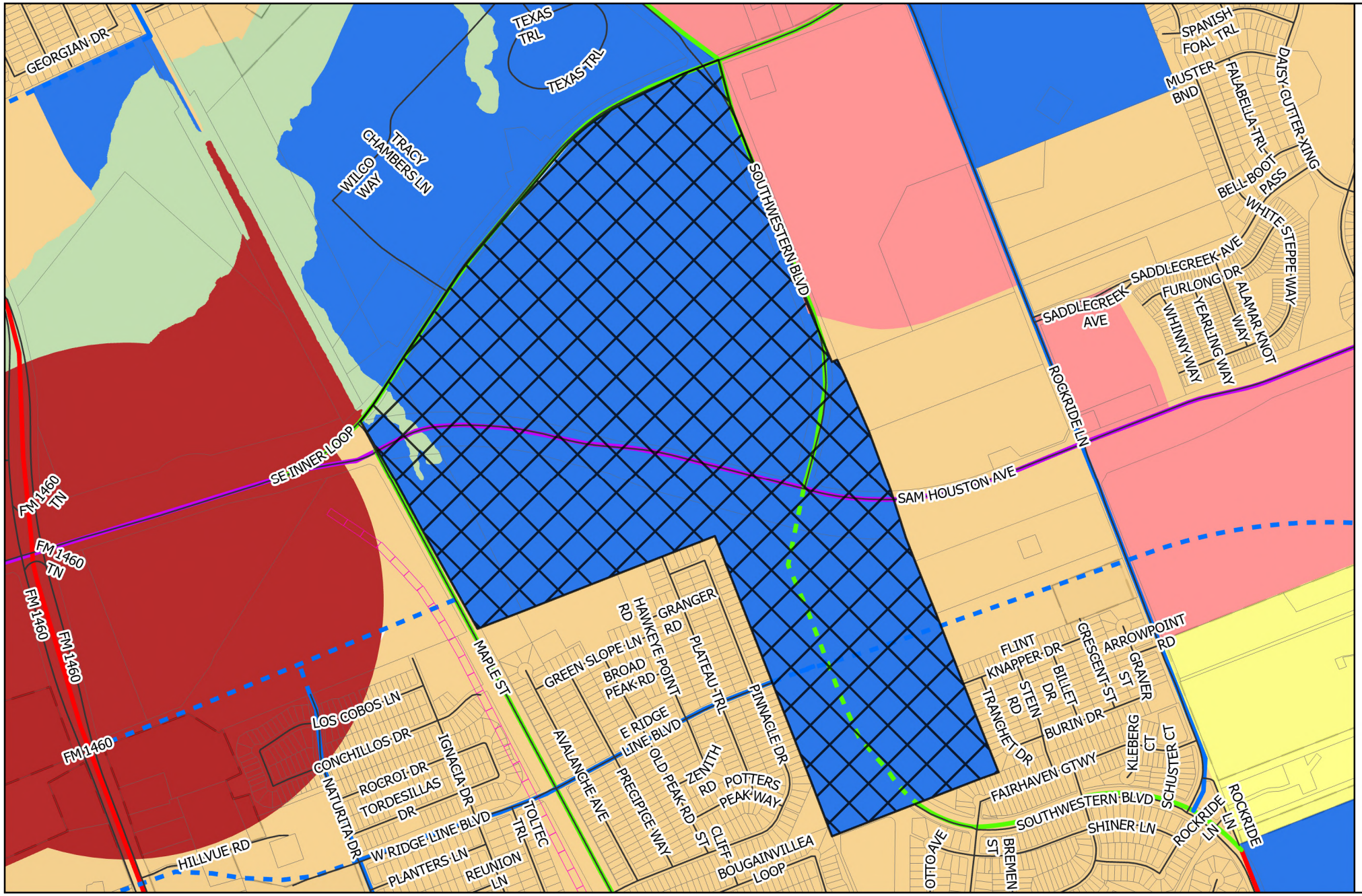
- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

Thoroughfare

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

0 750 1,500 Feet

N



GEORGETOWN TEXAS
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Future Land Use/ Future Mobility Plan

Area 4: Proposed Wilco Site-SE Inner Loop, Sam Houston Ave, Rockride Ln

- Area of change
- Parcels
- City Limits
- Georgetown ETJ

Thoroughfare

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

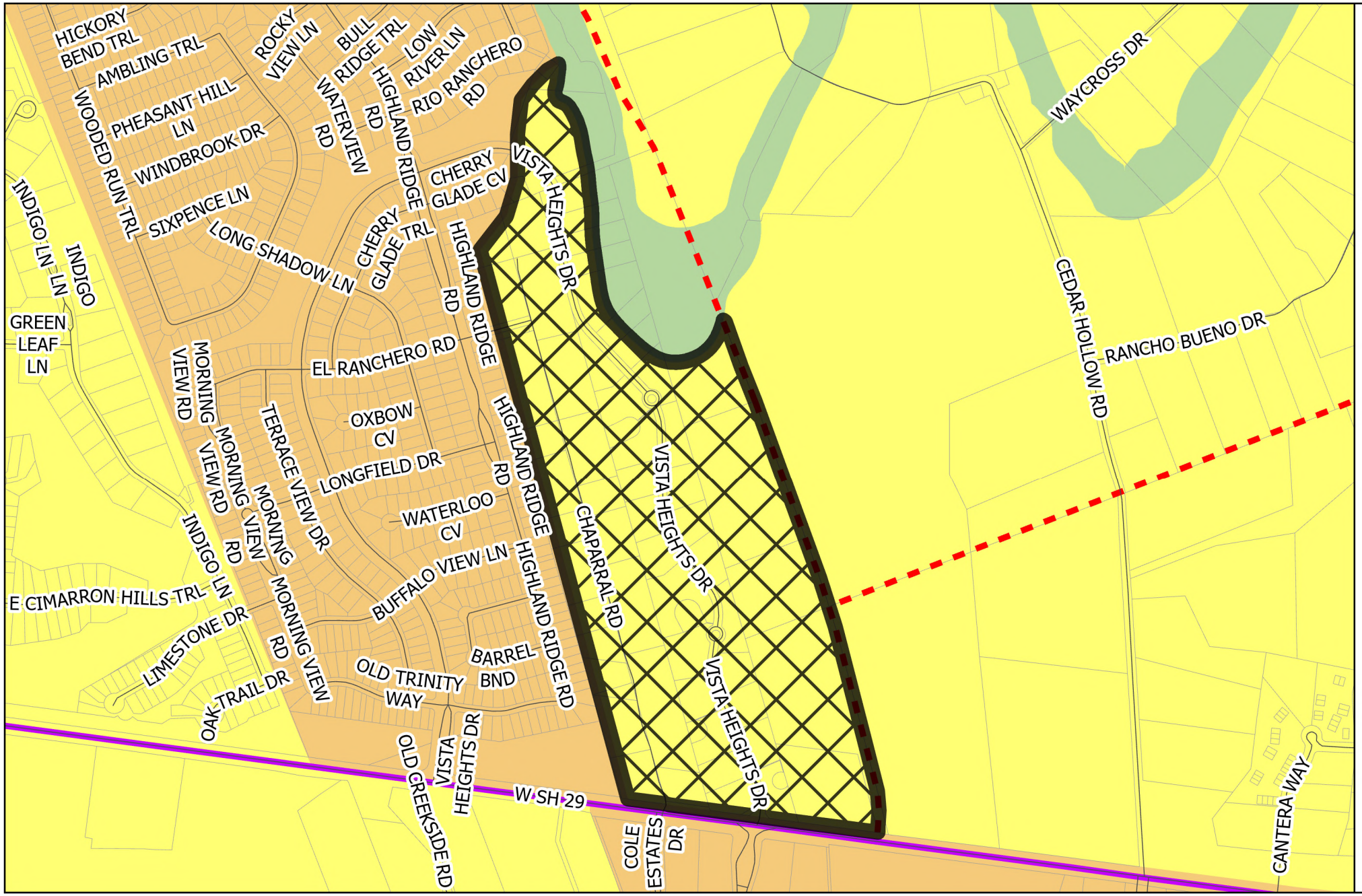
FutureLandUse - Proposed

FLU

- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

0 750 1,500 Feet

N



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Future Land Use/ Future Mobility Plan

Area 5: Current Vista Townhomes - West University Ave

- Area of change
- Parcels
- City Limits
- Georgetown ETJ

Future Land Use

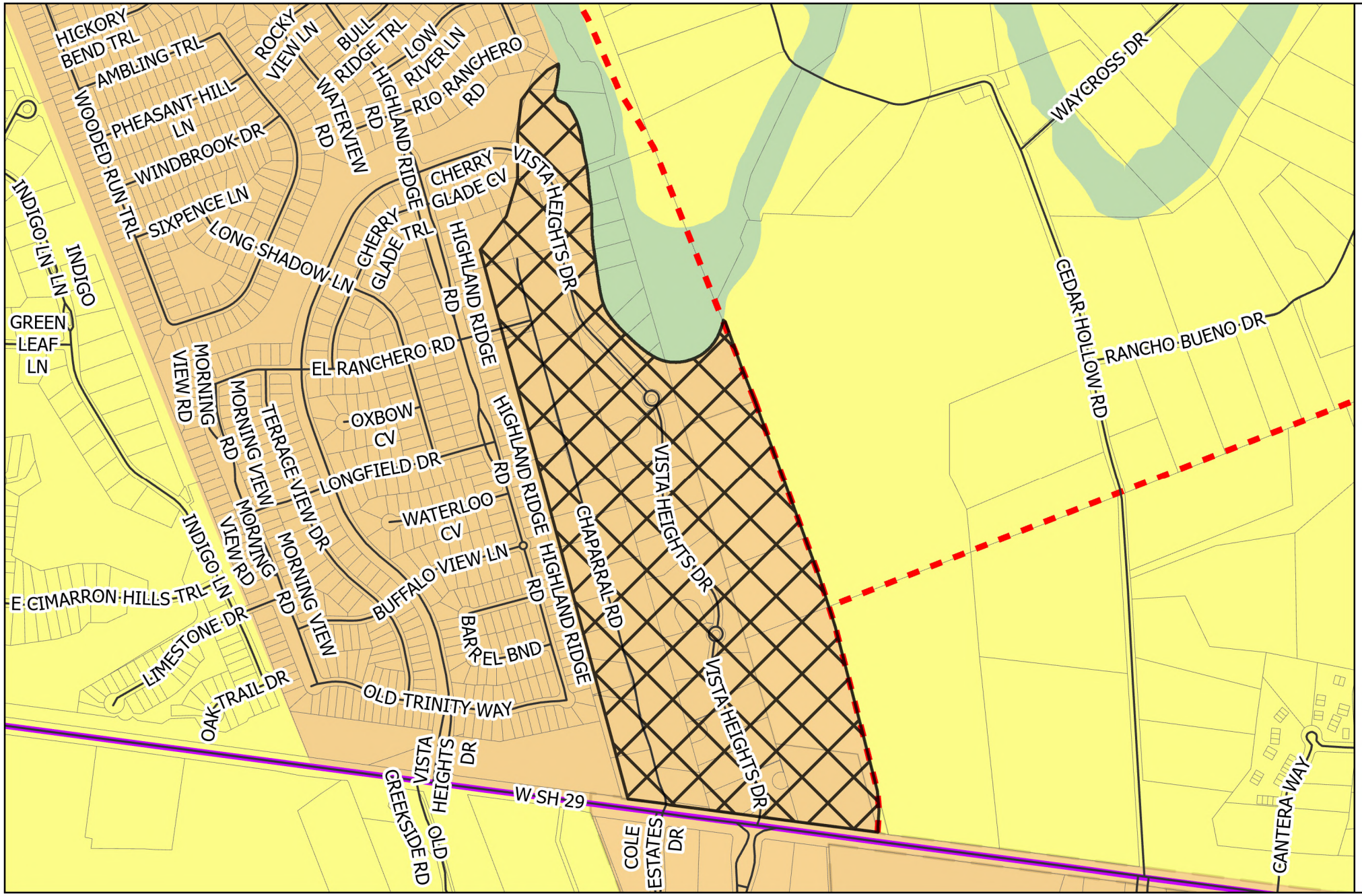
- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

Thoroughfare

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

0 550 1,100 Feet

N



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Future Land Use/ Future Mobility Plan

Area 5: Proposed Vista Townhomes - West University Ave

- Area of change
- Parcels
- City Limits
- Georgetown ETJ

Thoroughfare

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

FutureLandUse - Proposed

FLU

- Community Center
- Employment Center
- Institutional
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- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

0 550 1,100 Feet

N