Notice of Meeting of the City Council of the City of Georgetown, Texas October 13, 2026

The Georgetown City Council will meet on October 13, 2026 at 3:00 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 - September 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 Transportation, Parks, and Facilities Capital Project Planning
Presentation and discussion regarding planning for General Capital Projects (Transportation, Parks and Facilities) -- Nick Woolery, Assistant City Manager

1.C Georgetown 2050 Strategic Plan and Comprehensive Plan
Presentation and discussion regarding a combined visioning process for the 2050 Strategic Plan and Comprehensive Plan -- Jessica Clarke, Chief Strategy Officer

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 10.13.2026
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
- Settlement Agreement between the City of Georgetown, Cunningham Constructors and Associates Inc., and Atlantic Specialty Insurance Company for Cause No. 24-2681C26, pending in Williamson County District Court.

Sec. 551.072: Deliberations about Real Estate

- Deliberation regarding the purchase, exchange, lease, or value of two certain tracts of land situated in Williamson County, Texas, such tracts being locally known as 601 S. Main Street, Georgetown, Texas 78626; and 101 E. 7th Street, Georgetown, Texas 78626

Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Purchase Power Update

Sec. 551.087: Deliberation Regarding Economic Development Negotiations

- Project Hay
- Project Isosceles
- Project Lost Mine Peak
- Project Neptune
- Project Vista Prism
- Project Z Star

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

3.A Call to Order 10.13.2026

Pledge of Allegiance
Recognitions
Actions out of Executive Session

Public Wishing to Address Council

On a subject that is posted on this agenda: Please fill out a speaker registration form which can be found on the table at the entrance to the Council Chamber. Clearly print your name and the letter of the item on which you wish to speak and present it to the City Secretary on the dais, prior to the start of the meeting. You will be called forward to speak when the Council considers that item. Only persons who have delivered the speaker form prior to the meeting being called to order may speak. Speakers will be allowed up to three minutes to speak. If you wish to speak for six minutes, it is permissible to use another requestor's granted time to speak. No more than six minutes for a speaker may be granted. The requestor granting time to another speaker must also submit a form and be present at the meeting.

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

4.A Public Wishing to Address 10.13.2026

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 09.22.2026 City Council Minutes

Consideration and possible action to approve the City Council minutes from the meeting held on September 22, 2026 -- Robyn Densmore, City Secretary

5.B Resolution - Voting Systems for November 2026 Election

Consideration and possible action to approve a Resolution providing accessible voting equipment to all polling locations in the City for the November 3, 2026 election -- Robyn Densmore, City Secretary

5.C Resolution - ETJ Disannexation - Cooper Powers LLC - 11.07 Acres

Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 11.07 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R038992 and owned by Cooper Powers LLC -- Michael Charles, Real Estate Services Coordinator

5.D Resolution - ETJ Disannexation - Dos Gringos Partners LLC - 4.53 Acres

Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 4.53 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcels R324134, R519365 and R519367 and owned by Dos Gringos Partners LLC -- Michael Charles, Real Estate Services Coordinator

5.E Resolution - ETJ Disannexation - Dos Gringos Partners LLC - 1.9318 Acres

Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 1.9318 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R009918 and owned by Dos Gringos Partners LLC -- Michael Charles, Real Estate Services Coordinator

5.F Resolution - Ratification of Temporary Interfund Loan from Water Fund to Airport Fund

Consideration and possible action to authorize an interfund loan of up to $2.5 million from the Water Fund to the Airport Fund to provide temporary funding for a property acquisition, with repayment to the Water Fund following reimbursement from TxDOT and no later than one year after the loan date -- Eric Johnson, Public Works Director, and Matthew Sommerfeld, Airport Manager

5.G Appointment of Ethics Commission

Consideration and possible action to confirm the appointment of the Ethics Commission, with designations by each councilmember -- Mayor Josh Schroeder

5.H Authorization for City of Georgetown to join Central Texas Alliance

Consideration and possible action to authorize the City Manager to join the Central Texas Alliance, a 501(c)(6) organization, on behalf of the City of Georgetown; pay applicable membership dues, allocate City staff time and resources necessary to fulfill the City's responsibilities of membership, and take other actions necessary to effectuate the City's participation in the organization -- Jack Daly, Assistant City Manager

5.I Southland Industries - HVAC Replacements

Consideration and possible action to execute a one-year agreement, with two one-year renewals to Southland Industries, of Austin Texas through Choice Partners Contract CSP 25-035MR-60 for heating, ventilation and air conditioning (HVAC) replacements in the total amount of $1,200,000.00, with an annual not to exceed amount of $400,000.00 -- Eric Johnson, Public Works Director, and Trish Long, Facility Services Manager

5.J Southland Industries - Ice Machine Maintenance Contract

Consideration and possible action to execute a one-year agreement, with two one-year renewals to Southland Industries, of Austin Texas through Choice Partners Contract CSP 25-035MR-60 for ice machine and refrigeration maintenance and service in the total amount of $351,000.00, with an annual not to exceed amount of $117,000.00 -- Eric Johnson, Public Works Director, and Trish Long, Facility Services Manager

5.K Texas Traditions - Roof Inspection and Repair Contract

Consideration and possible action to approve a one-year agreement, with an additional one-year renewal to Texas Traditions Roofing of Georgetown through TexBuy RFP #023-86 for City's annual maintenance and priority program for roof inspections and service in the total amount of $177,000.00, with an annual not to exceed amount of $88,500.00 -- Eric Johnson, Public Works Director, and Trish Long, Facilities Services Manager

5.L Firetrol Protection Systems - Security, Access Control, CCTV contract

Consideration and possible action to execute a one-year agreement, with an option to renewal for one additional year to Firetrol Protection Systems, of Austin Texas through TIPS contracts #24020301 and #24020302 for security, access control, and CCTV service, installation, repair, and embedded technician to provide all materials and labor in the total amount of $998,800.000 with an annual amount not to exceed $499,400.00 -- Eric Johnson, Public Works Director, and Trish Long, Facilities Services Manager

5.M Firetrol Protection Systems - Fire Alarm/Suppression, Inspection, Monitoring, and Repair Contract

Consideration and possible action to execute a one-year agreement, with one an option to renewal for one additional year, for inspection, maintenance, and monitoring contract with Firetrol Protection Systems of Austin Texas through TIPS Contract #24020301 for fire sprinkler/alarm inspections, deficiency repairs, and monitoring in the total amount of $302,848.00 with an annual not to exceed amount of $151,424.00 -- Eric Johnson, Public Works Director, and Trish Long, Facility Services Manager

5.N Annual Radio Subscriber Fees

Consideration and possible action to approve the annual payment for the operation of the county- wide radio communication system to Williamson County in an amount not to exceed $230,000.00 -- Scott Parker, Fleet Services Manager

5.O Sixth Amendment to Task Order KHA-22-002 with Kimley-Horn and Associates, Inc. for DB Wood Phase II (Oak Ridge to South of Williams Drive)

Consideration and possible action to approve a Sixth Amendment to Task Order KHA-22-002 with Kimley Horn and Associates, Inc for professional engineering services related to the design of DB Wood PH II (Oak Ridge to South of Williams Drive) Project in the amount of $446,675.00 -- Wesley Wright, PE, Systems Engineering Director

5.P Third Amendment to the Garey Park Phase 2 Design Contract 24-0050-MSA with Half Associates

Consideration and possible action to approve the third amendment to Task Order HAI-24-001-A3 with Halff Associates Inc., in the amount of $121,071.00 for Garey Park Landscape Architecture Professional Services -- Eric Nuner, Parks and Recreation Director

5.Q Recreation Center Outdoor Pool Replaster

Consideration and possible action to approve an agreement with Hancock Pool Services Inc. of Houston, TX using BuyBoard contract, 801-26 for the purchase and installation of pool plaster at the Recreation Center Outdoor Pool for an amount not to exceed $124,400.00 -- Eric Nuner, Parks and Recreation Director

5.R Sixth Amendment to the Services Agreement with Texas Disposal Systems

Consideration and possible action to approve a sixth amendment to the Solid Waste, Recycling, Yard Trimming and Bulky Waste Collection, Disposal and Processing Services Agreement with Texas Disposal Systems -- April Haughey, Assistant Public Works Director

5.S OpenGov Enterprise Procurement and Contract Lifecycle Management (CLM) Software

Consideration and possible action to approve an agreement with Vertosoft for the purchase and installation of OpenGov Enterprise Procurement and Contracts Bundle software, for an initial term of one year in an amount of $170,654.34 to include one-time implementation costs; and to authorize the City Manager to execute renewals of the agreement for up to four (4) additional annual terms under the same terms and conditions for a total not to exceed of $689,778.35 -- Donna Cantwell, Purchasing Manager

5.T Initial Annual Agreement for Workday Support Services with Guidehouse, Inc., a Delaware corporation (Consultant)

Consideration and possible action to approve an agreement with Guidehouse, Inc. to provide Workday support services for an annual amount not to exceed $125,000.00 and to authorize the City Manager to execute renewals of the agreement for up to four additional one-year terms under the same terms and conditions for a total not to exceed of $625,000.00 -- Sarah Moody, Assistant Chief Financial Officer

5.U Appropriation for Electric Material and Warehouse Services with Texas Electric Cooperatives, Inc.

Consideration and possible action to appropriate an annual amount of $25,000,000.00 with Texas Electric Cooperatives, Inc pursuant to Contract 22-0066-MSA for electrical material and warehouse services -- Richard Pajestka, Electric Engineering and Operations Manager

5.V Avfuel Contract & Ratification

Consideration and possible action to ratify expenditures between September 1 and October 13 for the wholesale purchase of aviation fuel in the amount of $863,065.70 with Avfuel Corporation pursuant to Contract No. 22-0047-SC previously approved on March 22, 2022, and renewed for its Third Renewal term on September 9th, 2025 -- Matthew Sommerfeld, Airport Manager, and Eric Johnson, Public Works Director

5.W Interlocal Agreement with Williamson County related to the Ronald Reagan Segment C2 Construction Project

Consideration and possible action to approve an Interlocal Agreement regarding the design and construction of utilities related to the Ronald Reagan Segment C2 construction project with Williamson County -- Wesley Wright, PE, Systems Engineering Director

5.X Interlocal Agreement with Williamson County related to the Ronald Reagan Segment D1 Construction Project

Consideration and possible action to approve an Interlocal Agreement regarding the design and construction of utilities related to the Ronald Reagan Segment D1 construction project with Williamson County -- Wesley Wright, PE, Systems Engineering Director

5.Y Interlocal Agreement with Williamson County related to Ronald Reagan Segment D2 Construction Project

Consideration and possible action to approve an Interlocal Agreement regarding the design and construction of utilities related to the Ronald Reagan Segment D2 construction project with Williamson County -- Wesley Wright, PE, Systems Engineering Director

5.Z License to Encroach with Deviated Terms for Private Construction of Dumpster Enclosure

Consideration and possible action to approve a License to Encroach, with terms that deviate from the City's standard license agreement, for the private construction and maintenance of a dumpster enclosure on City-owned property generally located at 414 S. Austin Avenue -- Jack Daly, Assistant City Manager

5.AA 2026-12-LIC Encroachment into Guenat Street and Hobby Street ROW

Consideration and possible action to approve a license agreement with Sun City Community Association, Inc. for two neighborhood entry monument signs to encroach into the rights-of-way of Guenat Street and Hobby Street within Sun City Neighborhood 65, and to authorize the Planning Director to execute the same -- Colin Davidson, Real Estate Program Manager

5.AB 2026-1-ABD Abandonment of portions of a Utility Easement and Water Line Easement within the Parmer Ranch Phase 18 Neighborhood

Consideration and possible action to conditionally authorize by Resolution and Quitclaim, the abandonment of portions of a Utility Easement and a Water Line Easement situated in the Parmer Ranch Phase 18 Subdivision, for the benefit of

Chesmar Homes, LLC and to authorize the Mayor to execute all necessary documents to effectuate the abandonment -- Colin Davidson, Real Estate Program Manager

5.AC Release of Drainage Easement Dedicated on the Final Plat for The Reserves at Cimarron Hills

Consideration and possible action to approve the City joining in a Quitclaim Release of Easement that Williamson County will sign to release a drainage easement that was dedicated to Williamson County on the Final Plat for the Reserves at Cimarron Hills and to authorize the City Manager to sign the Quitclaim Release of Easement on behalf of the City in a form substantially similar to the document attached hereto -- Andrew Culpepper, Senior Assistant City Attorney - Real Estate Services

5.AD Municipal Service Agreement - 2026-6-ANX - 580 Rabbit Hill Road

Consideration and possible action to approve a Municipal Service Agreement with Steve Fox, for the provision of municipal services upon annexation to approximately 25.00 Acres in the Francis A. Hudson Survey, Abstract 295, generally located at 580 Rabbit Hill Road, Georgetown, Texas (2026-6-ANX) -- Matt Skawin, Planner

5.AE Second Reading - Ordinance amending Section 13.04.180, "Rates & Charges - Solid Waste Disposal - Schedule

Second Reading of an Ordinance amending Section 13.04.180, "Rates & Charges - Solid Waste Disposal Schedule" of the Code of Ordinances of the City of Georgetown -- April Haughey, Assistant Public Works Director

Legislative Regular Agenda

6.A Public Hearing - Heirloom Public Improvement District (PID)

Public Hearing on Proposed Assessments to be Levied against property in the Heirloom Public Improvement District -- Nick Woolery, Assistant City Manager

6.B Second Reading - Levying Special Assessments for Heirloom PID

Second Reading of an Ordinance levying special assessments for, and apportioning the costs of, certain improvements to Property in and for the Heirloom Public Improvement District Major Improvement Area; fixing a charge and lien against all properties within the Major Improvement Area of the District, and the Owners thereof; providing for the manner and method of collection of such assessments; providing for penalties and interest on delinquent assessments; making a finding of special benefit to Property in the District and the real and true owners thereof; and approving a Service and Assessment Plan -- Nick Woolery, Assistant City Manager

6.C First and Final Reading - Ordinance Authorizing Issuance of Bond for Heirloom Public Improvement District (PID)

Consideration and possible action to approve on first and final reading an Ordinance authorizing the issuance of the "City Of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)"; approving and authorizing an Indenture of Trust, a Bond Purchase Agreement, an Offering Memorandum, a Continuing Disclosure Agreement and Other Agreements and documents in connection therewith; Making Findings with

respect to the issuance of such bonds; and Providing an effective date -- Nick Woolery, Assistant City Manager

6.D First and Final Reading of the Utility System Revenue Bonds, Series 2026B Ordinance

Consideration and possible action to approve on first and final reading an Ordinance Authorizing the City of Georgetown, Texas Utility System Revenue Bonds, Series 2026B in the Principal Amount of $29,000,000; Pledging Certain Revenues in Support of the Bonds; Awarding the Sale of the Bonds to the Texas Water Development Board; and Authorizing Other Matters Relating to the Bonds -- Leigh Wallace, Chief Financial Officer

6.E First and Final Reading of the Utility System Revenue Bonds, Series 2026C Ordinance

Consideration and possible action to approve on first and final reading an Ordinance Authorizing the City of Georgetown, Texas Utility System Revenue Bonds, Series 2026C in the Principal Amount of $17,000,000; Pledging Certain Revenues in Support of the Bonds; Awarding the Sale of the Bonds to the Texas Water Development Board; and Authorizing Other Matters Relating to the Bonds -- Leigh Wallace, Chief Financial Officer

6.F Public Hearing and First Reading for an Ordinance designating Reinvestment Zone No. 2026-003

Public Hearing and First Reading for an Ordinance designating Reinvestment Zone No. 2026-013 -- Cameron Goodman, Economic Development Director

6.G First Reading - 2026-13-SUP - 2303 Austin Ave S

Public Hearing and First Reading of an Ordinance on a request for a Special Use Permit (SUP) for the specific use of Automobile Repair and Service, General in the General Commercial zoning district on the property located at 2303 Austin Ave S, Georgetown, TX 78626 & 211 24th St W, Georgetown, TX 78626, bearing the legal descriptions of Highland Park Revised (Blk 1 Lot 1 & 2 W/PT Amd), Block 1, Lot 1A, Acres 0.52 and Highland Park (Blk 1 Lts 7 & 8 Amd), Block 1, Lot 7A, Acres 0.95 (2026-13-SUP) -- Hunter Gould, Planner

6.H First Reading - 2026-1-DA - Sun City 14th Amendment

First Reading of an Ordinance approving the 14th amendment to the Sun City Texas Development Agreement, to allow for up to 65% Impervious Cover and 4,000 square feet minimum lot sizes for the Cluster Parcels Attached Single-Family Use in Sun City Neighborhood 61 (2026-1-DA) -- Ryan Clark, AICP, Assistant Planning Director

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
October 13, 2026

SUBJECT:
Employee Recognition - Years of Service - September 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: Anabel Macias-Finance; Brian Moghaddasi-Parks & Rec; Charles Dale-Police; Manuel Mathis-Fire; Ryan Cross-Finance

Ten Years: Andrew Karaffa-Fire; Ethan Westbrook-Fire; George Carrazco-Fire; Hunter Andreson-Engineering; Mike Staton-Water Utility; Mike West-Fire; Richard Vecera-Water Utility; Ron Buckley-Water Utility; Ted Courtney-Water Utility

Twenty Years: James David- IT

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Taylor Rocheleau, Human Resources and OD

ATTACHMENTS:
September 2026 Years of Service Celebration (1).pdf



City of Georgetown
September 2026 Years of Service Celebration



Anabel Macias
Finance



Brian Moghaddasi
Parks & Rec



Charles Dale
Police

GEORGETOWN
TEXAS

Celebrating 5 Years of Service



Manuel Mathis
Fire



Ryan Cross
Finance

Celebrating 5 Years of Service



Andrew Karaffa
Fire



Ethan Westbrook
Fire



George Carrazco
Fire

GEORGETOWN
TEXAS

Celebrating 10 Years of Service



Hunter Anderson
Engineering



Mike Staton
Water Utility



Mike West
Fire

Celebrating 10 Years of Service



Richard Vecera
Water Utility



Ron Buckley
Water Utility



Ted Courtney
Water Utility

GEORGETOWN
TEXAS

Celebrating 10 Years of Service



James Davis

IT

Celebrating 20 Years of Service

#LoveWhereYouWork



GEORGETOWN
TEXAS

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Transportation, Parks, and Facilities Capital Project Planning

SUGGESTED ACTION:
Presentation and discussion regarding planning for General Capital Projects (Transportation, Parks and Facilities) -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:

This item serves as a follow-up to the May 12, 2026, Council Workshop, where staff presented an update on General Capital Projects and Council discussed the path forward for planning projects beyond the current list of voter-approved projects. With the latest assessed valuation data now in hand, staff will provide an update on projected debt capacity and how the updated projections impact current and future projects. Staff will seek Council's feedback on the timing of current projects and the timing of a potential future bond election.

FINANCIAL IMPACT:

SUBMITTED BY:
Amber Burnette, City Manager's Office

ATTACHMENTS:
Council Workshop - Transportation, Parks and Facilities Capital Project Planning (10-13-2026).pdf

Transportation, Parks and Facilities Capital Project Planning

OCTOBER 13, 2026 | CITY COUNCIL WORKSHOP

GEORGETOWN TEXAS

Purpose

Provide an overview and seek feedback on General Capital Projects (Transportation, Parks and Facilities) currently slated for FY27-FY28 and discuss next steps in planning for a future bond election.

Feedback Requested:

1) Does Council support staff's recommendations for the timing of completing all remaining voter-approved projects?
2) Does Council support the approach of delaying a future bond election by at least one year and having staff come back next summer for a follow-up discussion once we receive the next round of property valuations?
3) Does Council support staff identifying opportunities to move forward on planning work to have key projects move to the point of being shovel ready once future funding does become available?

Agenda

1) Overview of previous discussions
2) Update on debt model based on recent changes to property valuations
3) Impact to current projects based on valuation changes
4) Options for adjusting the timing of current projects
5) Impact to previously planned May 2027 bond election and options for alternative timing

Previous Discussions

- **$68 million of voter-authorized debt is yet to be issued, with the majority going towards the 2023 facilities projects**
  - Plan was to issue the remainder of this debt during FY27 and FY28
- **$70 million in Facilities projects and $300 million in Transportation projects have been identified as needed over the next 10 years; with $100 million in Parks and Trails projects also being identified**
  - Funding for projects would not be available until FY29
  - Plan was to work towards a May 2027 bond election, with the only potential request for a tax rate increase being to fund the San Gabriel Park Phase IV project

Previous Debt Modeling

FY26-28 are not shown due to those years not having capacity, but below is how Assessed Value (AV) Growth and Interest Rate is modeled into those three years:

FY26
AV Set
4.17% Interest Rate

FY 27
8.00% AV Growth
4.37% Interest Rate

FY 28
7.00% AV Growth
4.37% Interest Rate

Fiscal Year	Capacity	Capacity w/ $0.01 Rate Inc.	AV Growth	Interest Rate
2029	$88,000,000	$116,875,000	7.00%	4.37%
2030	$38,560,000	$39,365,000	6.00%	4.37%
2031	$35,780,000	$36,590,000	4.00%	5.00%
2032	$33,245,000	$34,175,000	3.00%	5.00%
2033	$24,045,000	$24,760,000	3.00%	5.00%
FY 29-33	**$219,630,000**	**$251,765,000**		
After CO's	**$189,130,000**	**$221,265,000**		
2034	$31,230,000	$32,200,000	3.00%	5.00%
2035	$53,840,000	$54,625,000	3.00%	5.00%
FY 29-35	**$304,700,000**	**$338,590,000**		
After CO's	**$262,000,000**	**$295,890,000**		
2036	$62,485,000	$62,745,000	3.00%	5.00%
2037	$64,340,000	$64,910,000	3.00%	5.00%
2038	$62,920,000	$63,000,000	3.00%	5.00%
FY 29-38	**$494,445,000**	**$529,245,000**		
After CO's	**$433,445,000**	**$468,245,000**		

Assumes $6.1 million per year in CO's for public safety vehicles and parks equipment replacement

Debt Model Update

- **2026 certified values came in below WCAD's May estimates and well below the projected values in the debt model**
  - Model projected 8% AV growth, while certified values came in at -1.8%
- **Based on economic forecasts, staff has revised the model to reduce projected valuation increases in the future**
  - Projecting 0% growth in FY28, 2% growth in FY29 and 3% in future years
  - On one hand, uncertainty exists with how much residential values will continue to drop, but Georgetown is also seeing significant commercial growth, with large projects coming online over the next 12-24 months
- **These changes reduce debt capacity by $8.4M in FY27, $37.9M in FY28 and $53.2M in FY29 ($99.5M over this three-year period)**

Impact on Current Projects

FY27 Capacity: $33,815,000

- $8.4M reduction in projects required

FY28 Capacity: $13,995,000

- $37.9M reduction in projects required

Project	FY2027	FY2028
Animal Shelter	12,000,000	
Fire Station 10	1,250,000	
Fire Station 3 & 4 Needs Assessment	125,000	
Library Facility Renovation		425,000
Parks and Recreation Shop Building Renovation	70,000	
Recreation Center Renovation-Expansion		45,000,000
YMCA Partnership	10,000,000	
Public Safety Vehicles - Fire	4,870,000	4,165,000
Public Safety Vehicles - Police	1,687,000	1,921,500
ADA Parks & Trails Enhancements	250,000	200,000
Blue Hole Park Improvements	7,900,000	
Park Capital Equipment Replacement	876,000	843,000
Park Improvements - MP Medium Priority	400,000	
River Ridge Park Renovation	300,000	
2015 Road Bond Priority 1 - Sidewalks	1,025,000	
Annual Intersection Improvements	1,500,000	
	42,253,000	**52,554,500**

Recommended FY27-30 CIP

Major Changes:

- Blue Hole Park moved from FY27 to FY28
- Rec Center moved from FY28 to FY29/30 (construction to begin October 2029)
- Final year of Road Bond sidewalks moved from FY27 to FY29
- All future projects moved to beyond FY30, except for the design of Fire Station 9

Project	FY2027	FY2028	FY2029	FY2030
Animal Shelter	12,000,000			
Fire Station 10 Land Acquisition	420,000			
Heirloom 2338 ROW Acquisition	180,000			
Fire Station 3 & 4 Needs Assessment	125,000			
Fire Station 9 Design				1,081,500
Parks and Recreation Shop Building Renovation	70,000			
Recreation Center Renovation-Expansion			25,000,000	20,000,000
YMCA Partnership	10,000,000			
Public Safety Vehicles - Fire	5,740,000	4,565,000	4,200,000	1,400,000
Public Safety Vehicles - Police	2,032,000	2,036,500	2,261,500	2,390,000
ADA Parks & Trails Enhancements	250,000	225,000	200,000	200,000
Blue Hole Park Improvements		7,900,000		
Park Capital Equipment Replacement	400,000	593,000	1,025,500	666,000
Park Improvements - MP Medium Priority	400,000		300,000	900,000
River Ridge Park Renovation	300,000			
2015 Road Bond Priority 1 - Sidewalks			1,025,000	
Annual Intersection Improvements	1,500,000		1,500,000	1,500,000
	33,417,000	**15,319,500**	**35,512,000**	**28,137,500**

Impact on Future Bond Election

- **Instead of previously showing project capacity starting in 2029, the model now doesn't show available capacity until 2031**
  - FY29 and FY30 remaining capacity is now needed to pay for the Recreation Center Renovation and Expansion project
- **The uncertainty of value changes over the coming 1-2 years makes it difficult to model long-term debt capacity**
- **Because of this uncertainty, prioritizing projects and communicating expectations on project delivery to voters will be incredibly difficult**

Future Facilities Projects

- **Public Safety**
  - Fire Station 9
  - Fire Station 10
  - Fire Stations 3 & 4 Renovations
  - PSOTC Phase III
- **Facility Renovations**
  - Georgetown Municipal Complex & Fleet Services
  - Library
  - Parks & Recreation Administration
  - Light and Waterworks

Future Transportation Projects

- **Roughly $300 million in identified projects from FY29-FY38**
- **$168 million in near-term needs**
- **Roadway Expansions**
  - FM-971 (Gann to SH-130), SH-29 East (Haven to SH-130), SW Bypass (SH-29 to I-35), NE Inner Loop (I-35 to FM-971), Stadium Drive, Shell Road (Sycamore to Shell Spur), Airport Road (Aviation Dr to Vortac Ln), Southwestern Blvd (Fairhaven to Sam Houston), Williams Drive (Serenada to D.B. Wood)
- **Intersection Improvements**
- **Sidewalk Master Plan Implementation**
- **Austin Avenue Road Diet and Historic Square Enhancements**

Future Parks & Trails Projects

- ADA Enhancements ($600 thousand)
- McMaster's Artificial Turf ($5 million)
- Tennis Center Renovations ($2.5 million)
- Completion of South San Gabriel River Regional Trail ($2.9 million)
- Smith Branch Regional Trail – South Segment ($4.1 million)
- SE Georgetown Utility Corridor Regional Trail ($8.5 million)
- Regional Trail Trailheads and Access Points ($2.5 million)
- San Gabriel Park Phase IV ($73 million)
- Westside Park / Southeast Community Park ($TBD)

Options for Future Bond Election

- **Previous discussion with Council was to hold a May 2027 Bond Election, but staff would recommend moving this back for the following reasons:**
  - Current debt modeling doesn't show capacity until FY31 and even if assessed valuation begins to grow rapidly again, there likely wouldn't be capacity until at least FY30
  - With major road projects underway or nearing construction, it may make sense to get those projects completed before asking voters to authorize additional projects
  - The City will be completing a Strategic Plan and Comprehensive Plan during 2027/2028, which will provide insights from residents that would be helpful in determining project prioritization
- **Based on these reasons, staff would recommend moving back a future bond election until at least May 2028**
  - Staff would come back to Council in Summer 2027 after new assessed valuations are received to determine the timing of a future election

Planning for Key Future Projects

- **Given uncertainty on timing of construction funding, it would be helpful to have key projects shovel ready**
  - This is helpful not just because it will prepare us to adapt to changing economic conditions, but also prepares us for potential outside funding partnerships that can expedite projects
- **This would include property / right-of-way acquisition, preliminary and full design, and utility relocations**
  - Depending on the project, these items could be funded with cash, through GTEC, with TIF or TIA fees, with grant funding, or through partnerships
  - Examples of key projects could include Fire Station 9, SH-29 East expansion, SW Bypass expansion, Westside Park, etc.
- **Several key projects are already progressing due to grant funding**
  - FM-971 (construction), SH-29 East (design), Austin Avenue / Historic Square (design)

Council Feedback

Feedback Requested:

1) Does Council support staff's recommendations for the timing of completing all remaining voter-approved projects?
    - Blue Hole Park moved to FY28
    - Recreation Center Renovation and Expansion moved to FY30

2) Does Council support the approach of delaying a future bond election by at least one year and having staff come back next summer for a follow-up discussion once we receive the next round of property valuations?

3) Does Council support staff identifying opportunities to move forward on planning work to have key projects move to the point of being shovel ready once future funding does become available?

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Georgetown 2050 Strategic Plan and Comprehensive Plan

SUGGESTED ACTION:
Presentation and discussion regarding a combined visioning process for the 2050 Strategic Plan and Comprehensive Plan -- Jessica Clarke, Chief Strategy Officer

ITEM SUMMARY:
The Georgetown City Council "Strategic Areas of Emphasis" and associated strategic goals determine the organizational priorities for all City service areas, driving budget allocations, Department work plans, performance management, and long-range planning.

The City of Georgetown has not previously engaged in a citywide public engagement process for a Strategic Plan. The most recent Comprehensive Plan update was March 2020. In light of this, creating a citywide Strategic Plan and updating the 2030 Comprehensive Plan through a combined process on a 20-year horizon was a top priority emerging from the City Council's 2025 Annual Goal-Setting Retreat.

Many of the goals outlined in the 2030 Comprehensive Plan have been accomplished, making the timing ripe for a refresh to shape the continued growth of the City, and to meet state regulatory and city charter requirements.

The City of Georgetown will work with a consultant to prepare a citywide Strategic Plan and Comprehensive Plan update. A combined approach will ensure that both plans are developed through a combined public engagement process, using robust and innovative engagement methods.

The combined approach will ensure alignment exists across both plans, with common themes and focus areas, to express a single vision encapsulating the City's future aspirations. Both will plans operate on a 20-year timeline that is fiscally informed and references existing long-range plans recently adopted by the City.

Each plan needs to reflect the priorities of City Council, City staff, and key community stakeholders, with goals and objectives that are summarized in a meaningful way, and with implementation steps that are measurable and reportable online, and consistent with the standards, procedures, and best management practices in Texas.

This workshop discussion will preview the procurement process for selecting a consultant to facilitate and document the Georgetown 2050 visioning process.

FINANCIAL IMPACT:
The Fiscal Year 2027 allocated budget amount for Georgetown 2050 planning is $450,000.

SUBMITTED BY:
Jessica Clarke, City Manager's Office

ATTACHMENTS:
Council Workshop 10-13-26.pdf

Georgetown 2050

Strategic Plan and Comprehensive Plan Combined Process

Georgetown 2050

Georgetown will engage a consultant to prepare a citywide Strategic Plan and Comprehensive Plan update.

By using a combined approach, the goal is to express a single vision that captures future aspirations on a 20-year time horizon.

Strategic Planning Terms

- **Strategic Plan**: Practical roadmap that defines a local government's long-term vision, key priorities, and specific goals over a multi-year period.
- **Comprehensive Plan (City Plan)**: Official guide that a city uses to direct its future physical growth, development, and redevelopment over decades-long periods. Zoning regulations and zoning amendments must be adopted in accordance with a comprehensive plan.

Both documents bridge the gap between high-level community aspirations and day-to-day operations, budgeting, and service delivery.

Georgetown 2050 – Why Now?

- High priority from 2025 Council Annual Retreat
- Transformative trends require adaptive strategies and fiscal stewardship
- Increased alignment and clarity around a long-term vision
  - Recent completion of 9+ master plans
  - Ongoing long-range planning
  - Major update needed for Georgetown 2030



YOUR GEORGETOWN 2030 PLAN UPDATE



Core Questions

- What kind of community does Georgetown want to be in 20 years?
- What will keep Georgetown, quintessentially Georgetown, for years to come?
- How can Georgetown best serve its population within City limits, and populations in surrounding areas?

History of Strategic Planning

- City Council Strategic Goals 2021-2026
- 2030 Comprehensive Plan (March 2020)
  - *Public Engagement Plan (March 2020)*
  - *Housing Plan (March 2020)*
  - *TRG Neighborhood Plan (March 2022)*
  - *San Jose Neighborhood Plan (March 2022)*
  - *Williams Drive Gateway Plan (April 2023)*
  - *Future Land Use Map (December 2023)*



History of Strategic Planning cont.

- **2024 Downtown Master Plan**
- **2024 Economic Development Strategic Plan**
- **2024 Austin Avenue Corridor Study**
- **2024 Austin Avenue Pedestrian Bridges**
- **2024 Future Mobility Plan**
- **2024 Sidewalk Master Plan**
- **2024 Wayfinding & Gateway Master Plan**
- Sidewalk Master Plan
- Arts and Culture Strategic Plan
- Library Strategic Plan
- Airport Master Plan
- Transit Development Plan
- 2009 Utility Master Plan
- Parks, Recreation, and Trails Master Plan
- Integrated Water Resources Plan
- Energy Resources Plan
- Public Safety Plan
- Unified Development Code Update
- Water Re-Use Master Plan
- Tourism Plan
- Southwestern University 560 Plan
- Biennial Resident Surveys
- Facilities Plans, e.g. Customer Service Center
- Williamson County Health District Strategic Plan
- Bicycle Master Plan

Common Approach

Comprehensive Plan

20-30 Years

Master Plans & Financial Plans (CIP)

5-10 Yrs

Strategic Plan

5 Years

Council Priorities

1-2 Yrs

Departmental Work Plans

1-2 Yrs

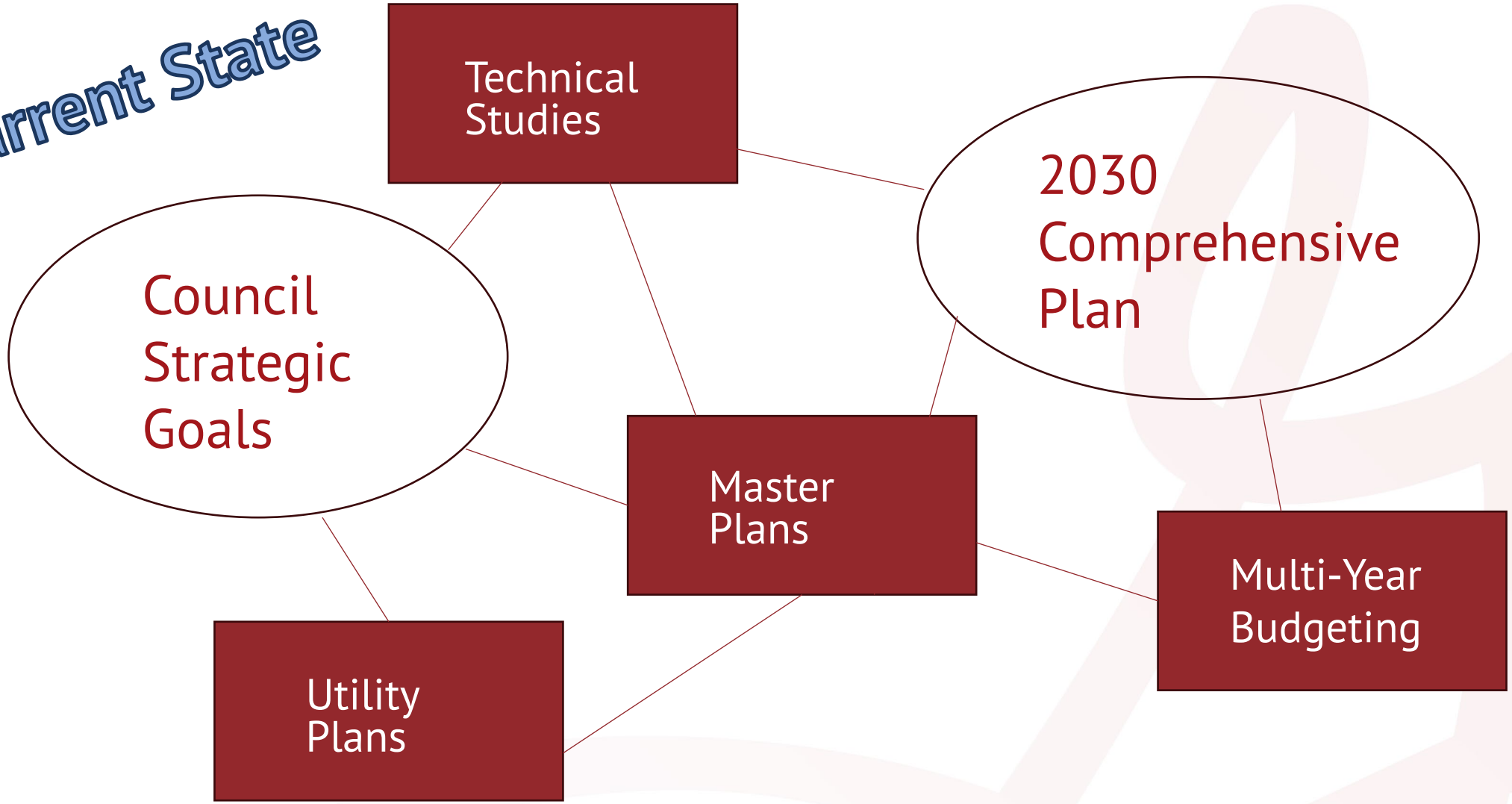
Annual Budget

1-2 Yrs

Georgetown Approach



Current State



Future State

Strategic Plan

- Community Vision
- Goals
- Targets
- Priority Initiatives
- Key Indicators

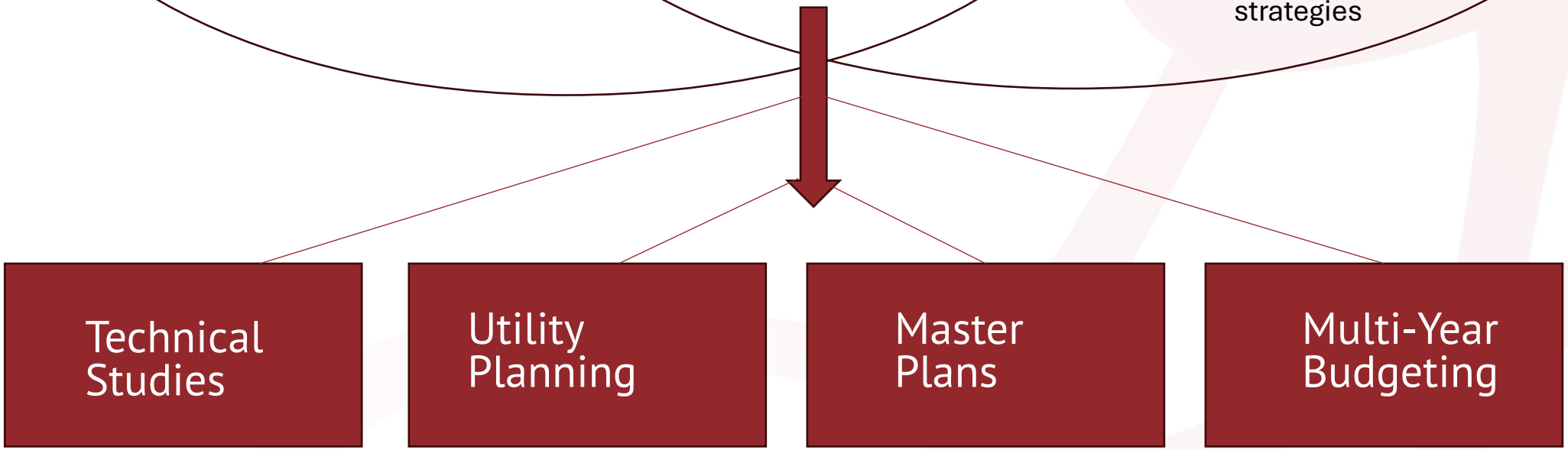
Georgetown 2050 Vision

Strategic Focus Areas

Guiding Principles & Community Values

City Plan

- Existing Conditions Analysis
- Land Use Major Update
- Updates on status of all Master Plans
- Index on technical aspects of charter elements
- Implementation strategies



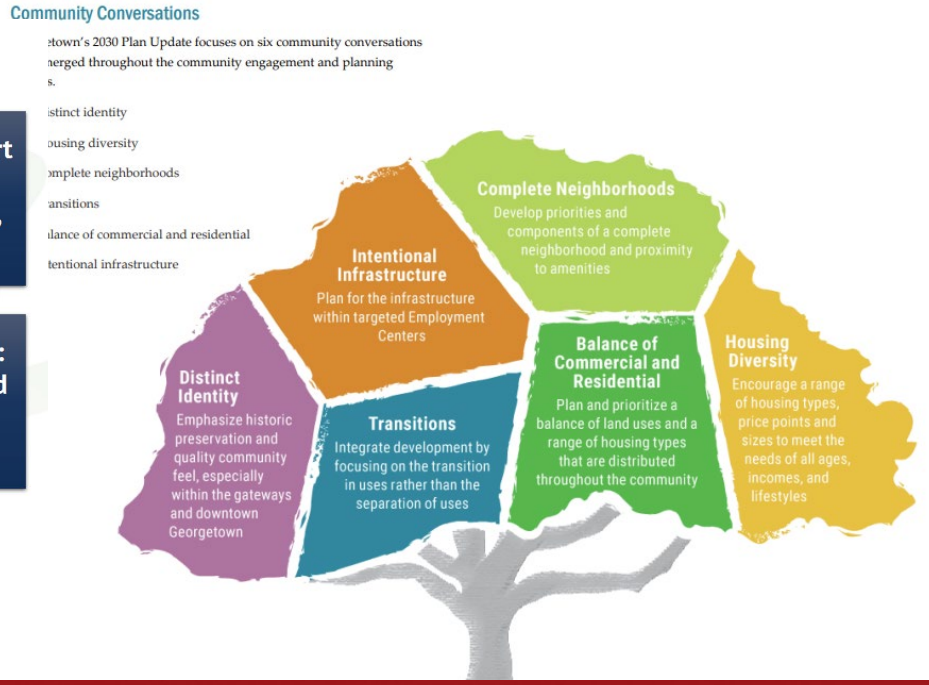
Approach Advantages

- Community's vision = true driver of the Comprehensive Plan
- Broadens the scope of the community's vision
- Greater plan alignment
- Efficiencies in public engagement



Council Strategic Areas

GROWTH: Proactively anticipate growth in all aspects of City govt.	**ECONOMIC DEVELOPMENT:** Promote a strong and diverse economy	**DOWNTOWN:** Support the downtown economy, amenities, and infrastructure
GOVERNANCE: Follow established rules for civil discourse and public deliberation	**HOUSING:** Provide housing opportunities to diverse populations	**RISK MANAGEMENT:** Provide well-planned emergency management



Regulatory Requirements

- Local discretion on design and content, as well as procedures for adoptions and amendments
- Georgetown charter outlines 13 different elements; revision frequency not more than once every 5 years
- **Example Cities**
  - Fort Collins, CO
  - Olathe, KS
  - Colorado Springs, CO





RFQ Scope of Services

- Background & History of Strategic Planning in Georgetown
- City Responsibilities vs. Contractor Responsibilities
- Work Phases for Combined Approach
  - *Project Launch & Timeline*
  - *City Council Briefings*
  - *Discovery & Existing Conditions Analysis*
  - *Public Engagement Plan*
  - *Plan Development*
  - *Key Issues to Address*
  - *Plans Approval Process*
  - *Plans Alignment & Implementation*



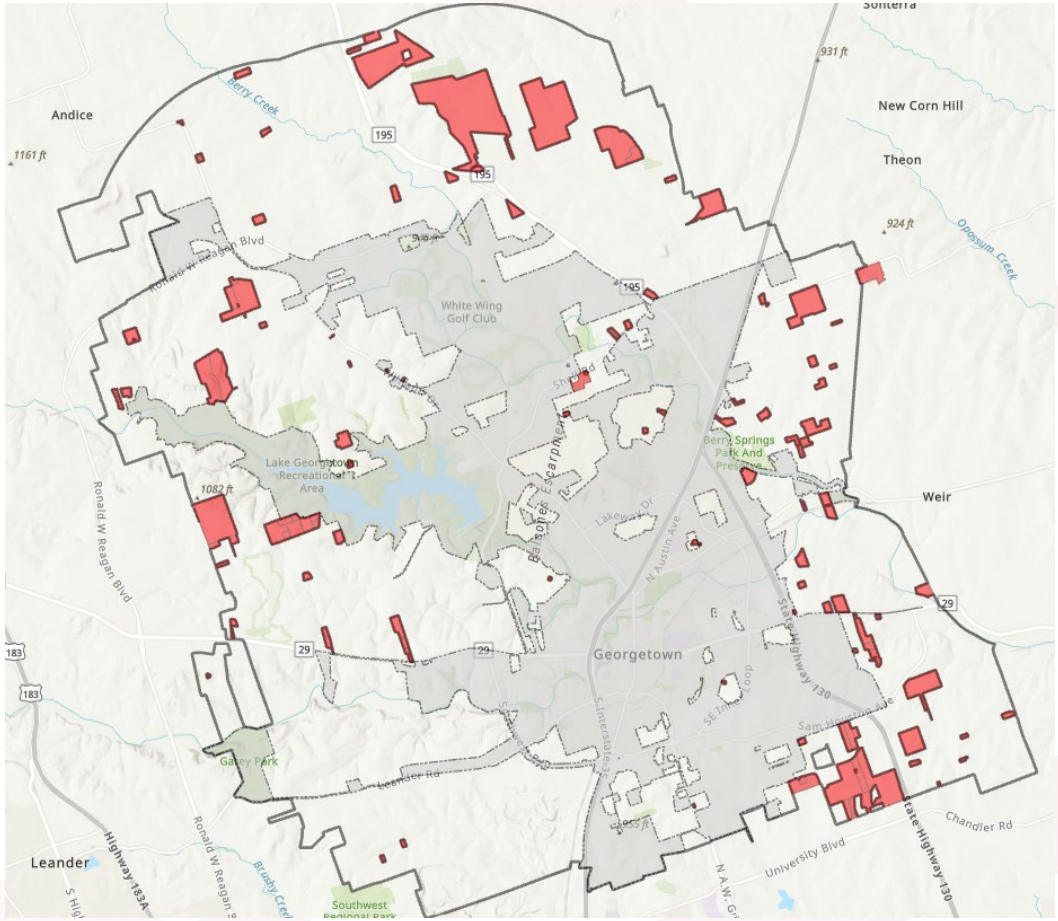
Key Issues

Future Land Use	**Housing**	Traffic Circulation & Public Transit
Utilities & Drainage	Conservation & Environmental Resources	Recreation & Open Space
Public Services & Facilities	Economic Development & Redevelopment	Public Buildings & Related Facilities
Citizen Participation	Urban Design	Public Safety
Health & Human Services		

Key Issues cont.

- ETJ Uncertainty & Unpredictability
- Regional Anchor & County Seat





Staff Steering Committee

- David Morgan, City Manager
- Nick Woolery, Assistant City Manager
- Wayne Nero, Assistant City Manager
- Jackson Daly, Assistant City Manager
- Jessica Clarke, Chief Strategy Officer
- Leigh Wallace, Chief Financial Officer
- Kelly Trietsch, Chief Development Officer
- Edgar Garcia, Planning Director
- Aly Van Dyke, Communications Director

Timeline


Consultant interviews, selection, and onboarding
November 2026 – January 2027
Public Engagement Kick-Off
•May 2027 State of Our City
May 2027
Strategic Plan & Comprehensive Plan Adoption
May 2028
February-April 2027
Discovery & Existing Conditions
October 2027
Strategic Plan initial draft
July 2028
Consultant services completion

Council Feedback Requested

- Do you have any comments or questions on the Strategic Plan and Comprehensive Plan combined approach?
- Do you have any comments or questions on the RFQ scope of services as outlined?

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Executive Session 10.13.2026

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
- Settlement Agreement between the City of Georgetown, Cunningham Constructors and Associates Inc., and Atlantic Specialty Insurance Company for Cause No. 24-2681C26, pending in Williamson County District Court.

Sec. 551.072: Deliberations about Real Estate
- Deliberation regarding the purchase, exchange, lease, or value of two certain tracts of land situated in Williamson County, Texas, such tracts being locally known as 601 S. Main Street, Georgetown, Texas 78626; and 101 E. 7th Street, Georgetown, Texas 78626

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

Sec. 551.087: Deliberation Regarding Economic Development Negotiations
- Project Hay
- Project Isosceles
- Project Lost Mine Peak
- Project Neptune
- Project Vista Prism
- Project Z Star

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Call to Order 10.13.2026

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
October 13, 2026

SUBJECT:
Public Wishing to Address 10.13.2026

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
October 13, 2026

SUBJECT:
09.22.2026 City Council Minutes

SUGGESTED ACTION:
Consideration and possible action to approve the City Council minutes from the meeting held on September 22, 2026 -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:
City Council Minutes 09.22.2026.pdf

Minutes of the City Council
City of Georgetown, Texas
Tuesday, September 22, 2026

The Georgetown City Council met on Tuesday, September 22, 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 for additional information; TTY users route through Relay Texas at 711.

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

1. Policy Development and Discussion - Workshop

Mayor Schroeder called the meeting to order at 2:02 p.m.

1.A **3rd Quarter Financial Report**
Presentation and discussion regarding the quarterly financial report for the quarter ended June 30, 2026 -- Randi Cormack, Budget Manager

Cormack presented and reviewed the following: the third-quarter background; General Fund revenue budget sources, sales tax, property tax, franchise fees, PILOT, Planning and Development revenue, Fire and EMS revenue, parks and recreation, expense budget sources, personnel, operations, year-over-year increases expected because of additional base budget and newly funded requests in FY2026; Electric Fund revenue budget sources, electric sales revenue, expense budget, purchased power, year-to-date quarterly net purchase power comparison; Water Fund revenue budget sources, water charges, impact fees, wastewater charges, irrigation charges, impact fee revenues, expense budget, water revenue, water operating expense; Tourism Fund revenue budget sources, expense budget sources; Village PID revenue budget sources, expense budget sources; Airport Fund revenue budget sources, expense budget sources; GTEC revenue budget sources, expense budget sources; and GEDCO revenue budget sources, sales tax, operating expense budget sources, and non-operating expense budget sources

General discussion among Council and staff, including Jack Daly, Assistant City Manager, and David Morgan, City Manager, regarding sales tax; water consumption; and carried-forward amounts for CIPs (capital improvement projects); impact fees; and Airport Fund transfers from the General Fund.

1.B **rideGTX Update**
Presentation and discussion regarding rideGTX rate and service hour changes -- Lua Saluone, P.E., Transportation Manager

Saluone presented and reviewed the previous Council direction; possible tier options; challenges with a tiered structure; recommendations to limit WAV to 25 trips per month; contract amendment; and needed Council feedback.

General discussion among Council and staff, including David Morgan, City Manager, regarding: how a contract amendment would impact the upcoming fiscal year; increased cost of program; growth in program use; service will remain in the City limits except for hospitals in Round Rock; ultimate objective of the program; initial objectives of the program; currently rides are unlimited; possibility for medical use exceptions; cost for adding additional stops; potential for supporting non-profits for those that need services versus those that find it convenient; current complication around a tiered rate structure; the need to best support those utilizing the service for medical appointments; and continued use of the program.

1.C **Blue Hole Park Update**

Presentation and discussion regarding Blue Hole Park Renovations and Operational Plan - - Eric Nuner, Interim Parks and Recreation Director

Nuner presented and reviewed the project background; current design status; Master Plan versus design development; North riverbank; terraced South riverbank entry; cross-section of typical bank; promenade entry; restroom rendering; entry perspective concept; key design considerations; current ordinances for Blue Hole; current operations; future enhancements for operations; police operations; and current timeline.

General discussion among Council and staff, including Police Chief Cory Tchida, regarding: the benefits of the proposed design; kayak and canoe launch area; grass being used in the area; maintenance once improvements are made; availability of ADA parking spots; how proposed play tower would withstand flooding; proposed improvements that will be in the floodplain; parking; alcohol use by patrons; aesthetics of design; Police presence at Blue Hole; and the possibility of charging out-of-town residents for use.

After the item, Mayor Schroeder called for a break at 3:55 p.m. and resumed the meeting at 4:08 p.m.

1.D **9th and Main St. Parking Garage Retail Space Discussion**

Presentation and discussion regarding the 9th and Main St. retail development opportunity, which will provide approximately 16,000 square feet of retail space on the first floor of the future 9th and Main St. Parking Garage -- Kim McAuliffe, Downtown & Tourism Director

McAuliffe presented and reviewed the background and alignment with Downtown Master Plan implementation; Downtown Master Plan priorities; Downtown Master Plan goals; retail development opportunity; creation of retail space at 9th and Main as part of the parking garage development; Council's direction from the May 26, 2026 Council meeting; garage retail space; two options to accomplish the retail space goal: 1) condo-to-lease and 2) long-term ground lease; staff's recommended approach: a long-term ground lease; proposed deal parameters; needed Council feedback; and next steps.

General discussion among Council and staff, including Skye Masson, City Attorney, regarding: the need to get the right partner on board to make the proposal successful;

possible structure for the RFP; need for a second garage; length of the ground lease; consideration of all viable partners; and how the design has not been fully completed.

Mayor Schroeder recessed into Executive Session at 4:26 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 09.22.2026**

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
- Settlement Agreement between the City of Georgetown, Cunningham Constructors and Associates Inc., and Atlantic Specialty Insurance Company for Cause No. 24-2681-C26, pending in Williamson County District Court.

Sec. 551.072: Deliberations about Real Estate

- Deliberation regarding the purchase, exchange, lease, or value of two certain tracts of land situated in Williamson County, Texas, such tracts being locally known as 601 S. Main Street, Georgetown, Texas 78626; and 101 E. 7th Street, Georgetown, Texas 78626

Sec. 551.087: Deliberation Regarding Economic Development Negotiations

- Project Hay
- Project Lost Mine Peak
- Project Moonrise
- Project Vista Prism
- Project Spurs

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

Mayor Schroeder called the meeting to order at 6:01 p.m.

3.A **Call to Order 09.22.2026**

Pledge of Allegiance
Recognitions
Actions out of Executive Session

Moved by Kevin Pitts; seconded by Amanda Parr to approve the authorization of the City Manager to negotiate and sign an economic development performance agreement with Project Spurs as discussed in executive session.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, 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 Manager to send a response letter to Cekra Inc. requiring full submittal of all required

calculations and adjustments necessary to complete replacement of the Austin Avenue bridge decks and, upon approval commence work needed to effectuate immediate construction and to authorize the City Attorney to take any further actions on the City's part to enforce the contractual obligations of Cekra Inc.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, 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 09.22.2026**
- At the time of posting, no one had signed up to speak.

5. Statutory Consent Agenda

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

Moved by Kevin Pitts; seconded by Doug Noble to approve as presented with the exception of Item 5.B.
Motion Approved: 6 - 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Jake French, Ron Garland, and Doug Noble
Voting Against: None

5.A **Council Minutes 09.08.2026**
Consideration and possible action to approve the meeting minutes of the City Council meeting held on September 8, 2026 -- Robyn Densmore, City Secretary

5.B **Appointment of Ethics Commission**
Consideration and possible action to confirm the appointment of the Ethics Commission, with designations by each councilmember -- Mayor Josh Schroeder

This item was pulled from the agenda and not taken up for consideration by the Council.

5.C **Quarterly Financial Report**
Consideration and possible action to accept the City's Quarterly Financial Report, which includes the Investment Reports for the City of Georgetown, Georgetown Transportation Enhancement Corporation (GTEC), and the Georgetown Economic Development Corporation (GEDCO) for the quarter ended June 30, 2026 -- Randi Cormack, Budget Manager

5.D **Resolution - Bond Reimbursement FY27**
Consideration and possible action to approve a Resolution expressing official intent to reimburse certain expenditures of the city related to capital equipment, right of way, and the design & construction of various capital projects in an amount not to exceed $130,762,073.00 with proceeds from bonds that will be issued in the Spring of 2027 -- Leigh Wallace, Chief Financial Officer

5.E **Resolution - Heirloom Public Improvement District (PID) Preliminary Limited Offering Memorandum**
Consideration and possible action to approve a Resolution approving the form and authorizing the distribution of a Preliminary Limited Offering Memorandum for "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)" -- Nick Woolery, Assistant City Manager

5.F **Resolution - Heirloom PID Construction, Financing, and Reimbursement Agreement**
Consideration and possible action to approve a Resolution approving the PID Construction, Financing and Reimbursement Agreement between the City of Georgetown, Texas and HEIRLOOM EAST TX, LLC, and HEIRLOOMTX, LLC, regarding the Heirloom Public Improvement District and making related findings and determinations -- Nick Woolery, Assistant City Manager, P3 Works, City of Georgetown PID Administrator

5.G **Interlocal Agreement with The City of Kingsville**
Consideration and possible action to approve an Interlocal Agreement with City of Kingsville to allow for cooperative purchasing -- Donna Cantwell, Purchasing Manager

5.H **Interlocal Agreement between the City of Euless and the City of Georgetown**
Consideration and possible action to approve an Interlocal Agreement with the City of Euless, Texas to allow each party to purchase goods and services from vendors selected through the competitive process -- John Sullivan, Fire Chief

5.I **Airport Rates and Fees Schedule FY2027**
Consideration and possible action to adopt a Resolution approving the annual Airport Rates and Fees Schedule for the Georgetown Executive Airport -- Matthew Sommerfeld, Airport Manager, and Eric Johnson, Public Works Director

5.J **Annual Amazon Contract**
Consideration and possible action to approve the annual estimated expenditure for Fiscal Year 2027 with Amazon.com to provide a variety of supplies and equipment through the Omnia Purchasing Cooperative, Contract R- TC-17006, in an amount not to exceed $750,000.00 and to approve an increase to $525,000.00 for the annual expenditure with Amazon.com for Fiscal Year 2026 -- Donna Cantwell, Purchasing Manager

5.K **FY27 Medical Supply Purchases**

Consideration and possible action to appropriate funds and approve the purchase of emergency medical supplies in a consolidated medical supply budget from McKesson, Zoll, Bound Tree, Henry Schein, Stryker, Operative IQ, Life Assist, and Teleflex multiple vendors at an amount not to exceed $550,000.00 for FY27 and authorize the City Manager to negotiate and approve the terms and conditions of each purchase -- John Sullivan, Fire Chief

5.L **Appropriation of Water Meters with Thirkettle Corporation dba Aqua-Metric Sales Company**
Consideration and possible action to appropriate of an additional $760,000.00 with Thirkettle Corporation dba Aqua-Metric Sales Company pursuant to Contract 26-0072-GC for the purchase of water meters -- Chase Kluge, Water Utility Manager

5.M **Ranger Facility Group Janitorial Services Contract**
Consideration and possible action to approve a janitorial services agreement with Ranger Facility Group, LLC pursuant to TIPS contract # 260504 in an amount not to exceed $1,342,195.00 and authorizing the City Manager to approve month -to-month renewals under the same terms and conditions -- Eric Johnson, Public Works Director, and Trish Long, Facility Services Manager

5.N **Southland Industries - HVAC Maintenance**
Consideration and possible action to approve an agreement Southland Industries pursuant to Choice Partners Contract CSP 25-035MR-60 for heating, ventilation and air conditioning (HVAC) maintenance services with an annual not to exceed amount of $600,000.00 -- Eric Johnson, Public Works Director, and Trish Long, Facility Services Manager

5.O **DH Pace Company - Overhead Door Contract**
Consideration and possible action to approve an agreement with DH Pace Company pursuant to BuyBoard contract 757- 24 for overhead door Inspections, maintenance, and repair with an annual not to exceed amount of $75,000.00 -- Eric Johnson, Public Works Director, and Trish Long, Facilities Services Manager

5.P **Ratification for Recreation Center Indoor Pool Replaster**
Consideration and possible action to ratify an Agreement with Hancock Pool Service Inc. pursuant to Buyboard Contract 801-26 in an amount not to exceed $197,750.00 for indoor pool plaster services at the Recreation Center Indoor Pool -- Eric Nuner, Interim Parks and Recreation Director

5.Q **Ratification for Pedro S S Services, Inc Electric Underground Construction**
Consideration and possible action to ratify the engagement of Pedro S S Serivces, Inc for Electric Underground Construction and Maintenance Services, on a not-to-exceed basis of $586,542.50, in connection with the GB90/GB100 Capacity Upgrades Capital Improvement Project, which required expedited performance to meet a contractual delivery deadline for electric service to a large Commercial & Industrial customer and to avoid the City's exposure to liquidated damages – Richard Pajestka, Electric Engineering and Operations Manager

5.R **Routine Airport Maintenance Grant (RAMP)**
Consideration and possible action to approve the Texas Department of Transportation Grant for Routine Airport Maintenance -- Eric Johnson, Public Works Director, and Matthew Sommerfeld, Airport Manager

5.S **Itineris UMAX Application Maintenance and Support Renewal**
Consideration and possible action to approve a renewal with Itineris NA, Inc. for UMAX software licensing, SaaS support, managed services, Wrong Day Irrigation program services, and related travel expenses in an amount not to exceed $1,045,813.32 -- Greg Berglund, Assistant IT Director, and Chris Bryce, IT Director

5.T **Final Project and Financing Plan and the Amended and Restated TIF Zone Number Six Infrastructure Reimbursement Agreement for North Georgetown TIRZ**
Consideration and possible action to approve the Amended and Restated TIF Zone Number Six Infrastructure Reimbursement Agreement by and among the City of Georgetown, the Board of Directors of the City of Georgetown Tax Increment Financing Zone Number Six and JSACQ/Georgetown, LP -- Cameron Goodman, Director of Economic Development

5.U **FY27 Purchase of Police uniforms and equipment thru Galls, LLC BuyBoard Cooperative 773-25**
Consideration and possible action to approve police uniforms and equipment purchases with Galls, LLC pursuant to BuyBoard Contract 773-25 in an amount not to exceed $125,000.00 -- Cory J. Tchida, Police Chief

5.V **Second Reading - Civil Service Strength of Force Ordinance**
Second Reading of an Ordinance establishing the classifications and number of positions (Strength of Force) for all the City of Georgetown Fire Fighters and Police Officers pursuant to Chapter 143 of the Texas Local Government Code pertaining to Civil Service -- Robyn Iverson, Senior Human Resources Generalist

5.W **Second Reading - Amendment to Ordinance No. 2021-94 for TIRZ No. 6**
Second Reading of an Amendment to Ordinance No. 2021-94 designating Reinvestment Zone Number 6 -- Cameron Goodman, Economic Development Director

5.X **Second Reading - Amending Rates of Speed on Ronald Reagan Blvd**
Second Reading of an Ordinance to amend sections 10.12.090 & 10.12.130 of the Code of Ordinances related to the rates of speed on Ronald Reagan Blvd; extending the speed limit on Westinghouse Rd within the City limits; establishing a school zone on State Highway 195; and relocating a school zone on Woodlake Dr -- Lua Saluone, P.E., Transportation Manager

5.Y **Second Reading - Amending Chapter 13.28 - Drainage Utility of the City of Georgetown Code of Ordinances**
Second Reading of an Ordinance amending Chapter 13.28 – Drainage Utility of the City of Georgetown Code of Ordinances related to privately owned drainage systems, responsible parties, and the Drainage Utility fees -- April Haughey, Assistant Public Works Director

6. Legislative Regular Agenda

6.A **Second Reading - Yearwood In-City MUD**
Second Reading of an Ordinance of the City Council of the City of Georgetown, Texas approving the "Consent Agreement" between the City, PIA Captial, LLC-Series I, a Texas limited liability company, PIA Captial, LLC-Series II, a Texas limited liability company, John Edward Boyce Yearwood, an individual (collectively, "Yearwood"); PLI I-D, LP, a Texas limited partnership ("Peregrine"); and Georgetown FCL Owner, LLC, a Delaware limited

liability company ("FCL"), consenting to the creation of an In-City Municipal Utility District over approximately 726 acres of land generally situated west of the intersection of Ronald W. Reagan Jr. Blvd. and Rattlesnake Road and north of Sun City -- Nick Woolery,

Woolery noted the two changes since the last reading related to acreage and closing date.

Woolery read the Ordinance caption.

Discussion after the motion regarding Councilmember Butler's concerns about the high cost for homeowners in the MUD.

Moved by Doug Noble; seconded by Ron Garland to Approve as presented.
Motion Approved: 5- 1
Voting For: Amanda Parr, Kevin Pitts, Jake French, Ron Garland, and Doug Noble
Voting Against: Ben Butler

6.B **Second Reading - Woodside MUD Amended and Restated First Amendment to Consent Agreement**

Second Reading of an Ordinance of the City Council of the City of Georgetown, Texas approving the "Amended and Restated First Amendment to Consent Agreement," between the City of Georgetown, Texas, MK Woodside Development, Inc., and Woodside Municipal Development District No. 1 to revise definitions, the applicable land use plan, tree preservation standards, and notice provisions -- Nick Woolery, Assistant City Manager, and Edgar Garcia, Planning Director

Woolery introduced the item and read the Ordinance caption.

General discussion among Council and staff regarding the area adjacent to Shady Oaks; the addition of more active adult residences to Sun City; concerns with the ability to navigate the area; street connectivity; history of the development; roads not planned to cross Berry Creek; and the location of current homes.

Discussion after the motion regarding how some residents do not want the size of Sun City to increase; additional homes would be a strain on Sun City resources; Pulte calculations; tax acknowledgement; agreement with Pulte and Sun City will be a private agreement; reasons citizens have chosen to live in Sun City; and clarification on the item on the agenda tonight.

Moved by Doug Noble; seconded by Kevin Pitts to Approve as presented.
Motion Approved: 4- 2
Voting For: Amanda Parr, Kevin Pitts, Ron Garland, and Doug Noble
Voting Against: Ben Butler, and Jake French

6.C **First and Final Reading - Ordinance for Utility System Revenue Bonds, Series 2026A**

Consideration and possible action to approve on first and final reading an Ordinance Authorizing the City of Georgetown, Texas Utility System Revenue Bonds, Series 2026A; Pledging Certain Revenues in Support of the Bonds; Approving an Official statement and a Paying Agent/registrar Agreement; Awarding the Sale of the Bonds; and Authorizing Other Matters Relating to the Bonds -- Leigh Wallace, Chief Financial Officer

Wallace presented and reviewed how the bond sale was held today for utility infrastructure projects, and then provided pricing information.

Wallace read the Ordinance caption.

The Council had no comments or questions on the item.

Moved by Kevin Pitts; seconded by Jake French to Approve as presented.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Jake French, Ron Garland, and Doug Noble
Voting Against: None

6.D **First Reading - Ordinance amending Section 13.04.180, "Rates & Charges – Solid Waste Disposal - Schedule**
First Reading of an Ordinance amending Section 13.04.180, "Rates & Charges - Solid Waste Disposal Schedule" of the Code of Ordinances of the City of Georgetown -- April Haughey, Assistant Public Works Director

Haughey presented and reviewed the monthly residential rate comparison; the residential and commercial rate increases; and the downtown shared dumpster rate increase.

Haughey read the Ordinance caption.

The Council had no comments or questions on the item.

Moved by Doug Noble; seconded by Kevin Pitts to Approve as presented.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Jake French, Ron Garland, and Doug Noble
Voting Against: None

6.E **First Reading - Levying Special Assessments for Heirloom PID**
First Reading of an Ordinance levying special assessments for, and apportioning the costs of, certain improvements to Property in and for the Heirloom Public Improvement District Major Improvement Area; fixing a charge and lien against all properties within the Major Improvement Area of the District, and the Owners thereof; providing for the manner and method of collection of such assessments; providing for penalties and interest on delinquent assessments; making a finding of special benefit to Property in the District and the real and true owners thereof; and approving a Service and Assessment Plan -- Nick Woolery, Assistant City Manager

Woolery presented and reviewed the project background, timeline, development location, how this is an assessment ordinance related to the Service and Assessment Plan, and the authorized improvements.

Woolery read the Ordinance caption.

General discussion among Council and staff regarding the speed limits for future school zone areas.

Moved by Amanda Parr; seconded by Jake French to Approve as presented.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Jake French, Ron Garland, and Doug Noble
Voting Against: None

Adjournment

Mayor Schroeder adjourned the meeting at 6:49 p.m.

These minutes were approved at the meeting of _____.

_____ _____

Mayor Attest

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Resolution - Voting Systems for November 2026 Election

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution providing accessible voting equipment to all polling locations in the City for the November 3, 2026 election -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:
RES_Accessible Voting System_10.13.2026.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, ENSURING THE CITY COUNCIL OF THE CITY OF GEORGETOWN WILL PROVIDE ONE ACCESSIBLE VOTING SYSTEM IN EACH POLLING PLACE IN ACCORDANCE WITH CHAPTER 61 OF THE TEXAS ELECTION CODE; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 61.012 of the Texas Election Code requires that the Georgetown City Council must provide at least one accessible voting system in each polling place used in a Texas election on or after August 1, 2023; and

WHEREAS, This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot; and

WHEREAS, the Office of the Texas Secretary of State has certified that the ExpressVote® Universal Voting System Version 6.3.0.0 provided by Election Systems & Software (ES&S) is an accessible voting system that may legally be used in Texas elections; and

WHEREAS, Early voting and election day voting, including provisional ballots will take place on the ExpressVote® Universal Voting System, ballot marking device and ballot on demand printers, in conjunction with the DS200 and DS300 Digital® Precinct Scanner; and

WHEREAS, the DS850 Digital® Central Count Scanner and DS950 Digital® Central Count Scanner will be used to process all by mail ballots; and

WHEREAS, Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems.

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. As chief elections officer of the City of Georgetown, the City Council of the City of Georgetown shall provide at least one ExpressVote® Universal Voting System and DS200 and DS300 Digital® Precinct Scanner may be acquired by any legal means available to the City

of Georgetown City Council, including but not limited to lease or rental from the County of Williamson or from any other legal source, as authorized or required by Sections 123.032 and 123.035, Texas Election Code.

Section 4. 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 5. 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 immediately in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on the 13th day of October, 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
October 13, 2026

SUBJECT:
Resolution - ETJ Disannexation - Cooper Powers LLC - 11.07 Acres

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 11.07 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R038992 and owned by Cooper Powers LLC -- Michael Charles, Real Estate Services Coordinator

ITEM SUMMARY:

FINANCIAL IMPACT:

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

ATTACHMENTS:
Res_ETJ_Release_Cooper Powers_IH35_11 AC-FINAL.pdf
Map - COOPER POWERS LLC.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("GEORGETOWN") RELEASING APPROXIMATELY 11.07 ACRES OF LAND FROM THE CITY OF GEORGETOWN'S EXTRATERRITORIAL JURISDICTION ("ETJ"), SAID LAND IDENTIFIED BY THE WILLIAMSON COUNTY APPRAISAL DISTRICT AS PARCEL R038992, AND BEING LOCALLY KNOWN AS 3578 NORTH INTERSTATE HIGHWAY 35, GEORGETOWN, WILLIAMSON COUNTY, TEXAS, RESULTING IN A REDUCTION OF GEORGETOWN'S ETJ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 28, 2026, the City of Georgetown, Texas, received a petition requesting release from its ETJ of an approximately 11.07 acre tract of land in the John Berry 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
SEP 2 8 2026
CITY SEC.

Southwest Engineers
Engineering Texas Since 1978

Public Infrastructure
Land Development
Land & ROW Acquisition

TBPELS No. F-1909

August 4, 2026

City of Georgetown – Planning and Development Department
808 Martin Luther King Jr St
Georgetown, Texas 78626

RE: ROMCO Equipment Company
3578 N IH 35
Georgetown, TX 78626
SWE Project No. 1311-001-25
Letter of Request to Disannex from the City of Georgetown Extraterritorial Jurisdiction

To Whom It May Concern,

Please accept this Letter of Request for the parcel listed to be disannexed from the City of Georgetown Extraterritorial Jurisdiction (ETJ): R038992. As stated in the requirements listed by 88(R) SB 2038 – Bill Text, this request is being provided with the property owner's signature and information as seen below, a map of the land to be released, and a metes and bounds description found in its corresponding deed.

Respectfully Submitted,

Paulo Misi

Paulo Misi, P.E.
Senior Project Manager
Paulo.misi@swengineers.com
(512) 222-4964 ext 521
/ab

Cooper Powers LLC,
A Texas Corporation

By: _____
Steve Passmore, President of ROMCO Equipment Co.

09/23/2026
Date of signing

[redacted]
Date of Birth

[redacted]
Residence Address

Resolution by the Members

for

Cooper Powers, LLC

We, the undersigned, the Members of this limited liability company, consent and agree that the following company Resolution was made on the 22nd day of September 2026.

We do hereby consent to the adoption of the following as if it was adopted at a specially called meeting of the Members for this Company. In accordance with Texas laws and the Operating Agreement of this Company, the Members decided unanimously that: Steve Passmore as President and Secretary of this LLC is hereby authorized to submit on behalf of the LLC a Petition of Release of approximately 11.02 acres from the Extraterritorial Jurisdiction of the City of Georgetown, Texas.

Now, therefore, it is resolved that the Company shall:

Authorize Steve Passmore to sign the above Petition on behalf of Cooper Powers, LLC as the act and deed of said LLC.

The Members of this Company are authorized to perform the acts to carry out this Resolution.

We, the undersigned Members of this limited liability company, unanimously consent and agree to all of above on this 22nd day of September 2026.

Steve Passmore

Jérôme Barioz

Cédric van der Bruggen

WRITTEN CONSENT
OF THE SOLE MEMBER OF
OF
COOPER POWERS, LLC

Avril 2, 2026

The undersigned, being the sole member (the "**Sole Member**") of Cooper Powers, LLC, a Texas limited liability company (the "**Company**"), does by this Written Consent, pursuant to the Texas Business Organizations Code and the Company Agreement of Company, hereby consents to the adoption of the following resolutions:

Election of Officers

RESOLVED, that the following persons be, and each hereby is, appointed to serve as an officer of the Company in the capacities set forth opposite their name below, as of March 3, 2026 and until December 31, 2027, subject to the conditions and restrictions hereinafter stated and subject to the right of the Sole Member to revoke their office at any time and for any reason.

Name	**Office**
Jérôme Barioz	Chief Executive Officer
Steve Passmore	President and Secretary
Cédric van der Bruggen	Chief Financial Officer, Vice-President Finance and Treasurer

RESOLVED, that all persons not herein listed are hereby removed as officers of the Company.

Ratification of Activities

RESOLVED, that the Sole Member hereby ratifies any and all acts performed by the aforementioned officers since March 3, 2026, to the extent that such acts required prior approval.

Enabling Resolutions

RESOLVED, that the officers of the Company be, and they hereby are, authorized and empowered, in the name and on behalf of the Company, to execute, deliver and file or cause to be filed all forms, schedules, all such other documents and any and all amendments thereto and to do all such other acts and things as they, in their sole discretion, may deem necessary or appropriate to carry out the intent of the foregoing resolutions.

[Signatures appear on following page]

IN WITNESS WHEREOF, the undersigned has signed this written consent on the date first written above.

SOLE MEMBER:



SMT North America, Inc. (Represented by Jérôme Barioz)

[Signature Page to the Written Consent of the Sole Member of Cooper Powers, LLC – Avril 2, 2026]

ELECTRONICALLY RECORDED 2026022477
Williamson County, Texas Total Pages: 6

SPECIAL WARRANTY DEED

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.

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS.
COUNTY OF WILLIAMSON §

That **PETROLEUM WHOLESALE, L.P.**, a Texas limited partnership ("**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to it in hand paid by **COOPER POWERS, LLC**, a Texas limited liability company ("**Grantee**"), having an address at 1519 W. Belt Line Road, Carrollton, Texas 75006, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL, and CONVEY, unto Grantee that certain tract of land (the "**Land**") described on Exhibit A attached hereto and incorporated herein, together with all of Grantor's rights, privileges and appurtenances pertaining to the Land, including Grantor's right, title and interest in any utilities, adjacent streets, alleys, strips, gores, rights-of-way in any way belonging to the Land and the improvements (all such Land, all buildings and other improvements, and Grantor's right, title and interest in and to the foregoing items and matters being herein called collectively the "**Property**").

Notwithstanding the foregoing, Grantor expressly reserves, excepts, and retains unto itself, its successors and assigns, all of the oil, gas, and other minerals in, on, and under and that may be produced from the Property (collectively, the "**Mineral Estate**"), together with all rights incident thereto. Grantee, for itself and its successors and assigns, is hereby expressly prohibited from using the surface of the Property for any purpose related to the exploration for, or development, production, storage, or transportation of oil, gas, or other minerals, and Grantee shall have no right, title, or interest in or to the Mineral Estate or any rights incidental thereto. This reservation includes, without limitation, all executive rights, leasing rights, bonus payments, delay rentals, and royalties attributable to the Mineral Estate. Grantor makes no warranty of title, express or implied, as to the Mineral Estate hereby reserved. Grantor waives and shall not have the right of ingress and egress over the surface of the Property for mining, drilling, exploring, operating, developing, or producing such oil, gas, and other minerals. Notwithstanding anything to the contrary, nothing herein shall be construed as preventing Grantor and Grantor's successors and assigns from developing or producing the oil, gas, and other minerals in and under the Property by pooling, or by directional or horizontal drilling under the Property from well sites located on tracts other than the Property, or by any other method that does not require ingress and egress over the surface of the Property; provided however, no exploration, mining, drilling, operation, development, or production activities shall be conducted in any manner that physically affects the Property or any improvements constructed on the surface of the Property.

This Special Warranty Deed (this "**Deed**") is executed and delivered by Grantor and accepted by Grantee, subject to those encumbrances, restrictions, covenants, easements, rights-of-way, reservations and/or ordinances set forth on Exhibit B attached hereto and made a part hereof, but only to the extent same are in full force and effect and affecting the Property, and properly filed of record in the Official Real Property Records of Williamson County, Texas (collectively, the "**Permitted Encumbrances**").

Unofficial Document

Grantee, by its acceptance hereof, hereby assumes and agrees to pay any and all standby fees, taxes, and assessments by any taxing authority for the calendar year 2026 and subsequent years. Notwithstanding the foregoing, Grantor hereby assumes and agrees to pay any and all ad valorem taxes for any period prior to the date of this Deed, including any roll-back taxes for open space, agricultural, and other exemptions.

Grantee covenants and agrees, for a period of ten (10) years following the date of this Deed, no portion of the Property shall be utilized for: (i) a convenience store fueling station, (ii) a travel center fueling station, or (iii) marketing or storing motor fuel; provided, however, that Grantee shall be permitted to store motor fuel on the Property for the exclusive use of refueling equipment or vehicles which are stored, maintained, or repaired on the Property.

GRANTOR HAS NOT MADE, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS, OR GUARANTEES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY, TOPOGRAPHICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. GRANTEE AND ITS SUCCESSORS AND ASSIGNS HAVE, AND SHALL BE DEEMED TO HAVE, ASSUMED ALL RISK AND LIABILITY WITH RESPECT TO THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES OR WASTE OR OTHER ENVIRONMENTAL CONTAMINATION ON OR WITHIN OR UNDER THE SURFACE OF THE PROPERTY, WHETHER KNOWN OR UNKNOWN, APPARENT, NON-APPARENT OR LATENT, AND WHETHER EXISTING BEFORE, AT, OR AFTER THE TRANSFER OF THE PROPERTY. GRANTEE AND ITS SUCCESSORS AND ASSIGNS HEREBY RELEASE GRANTOR OF AND FROM ANY AND ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS, AND CLAIMS, KNOWN OR UNKNOWN, INCLUDING, WITHOUT LIMITATION, ANY OBLIGATION TO TAKE THE PROPERTY BACK OR REDUCE THE PRICE, OR ACTIONS FOR CONTRIBUTION OR INDEMNITY, THAT GRANTEE OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST GRANTOR OR THAT MAY ARISE IN THE FUTURE, BASED IN WHOLE OR IN PART, UPON THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES OR WASTE OR OTHER ENVIRONMENTAL CONTAMINATION ON OR WITHIN OR UNDER THE SURFACE OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS, AND CLAIMS THAT MAY ARISE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED 42 U.S.C. § 9601 ET SEQ., THE RESOURCE CONSERVATION AND RECOVERY ACT, AS AMENDED, 42 U.S.C. § 6901 ET SEQ., THE OIL POLLUTION ACT, 33 U.S.C. § 2701 ET SEQ. AND THE TEXAS SOLID WASTE DISPOSAL ACT, TEX. HEALTH & SAFETY CODE ANN. § 361 ET SEQ. GRANTEE FURTHER ACKNOWLEDGES THAT THE PROVISIONS OF THIS DISCLAIMER AND RELEASE HAVE BEEN FULLY EXPLAINED TO GRANTEE AND THAT GRANTEE FULLY UNDERSTANDS AND ACCEPTS THE SAME.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its legal representatives, successors, and assigns forever; and Grantor does hereby bind itself, its legal representatives, successors, and assigns to **WARRANT AND FOREVER DEFEND** all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its legal representatives, 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.

Remainder of Page Intentionally Blank.
Signature Page Follows.

Unofficial Document

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor on the date set forth below to be effective as of the 23rd day of March, 2026.

GRANTOR:

PETROLEUM WHOLESALE, L.P.,
a Texas limited partnership

By: PWI GP, L.L.C.,
a Texas limited liability company
its general partner

By: PWI Holdings L.L.P.,
a Texas limited liability partnership
its sole member

By: _____
Name: John W. Cook
Its: Manager and Managing Partner

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on this 24 day of March, 2026, by John W. Cook, manager and managing partner of PWI Holdings L.L.P., a Texas limited liability partnership, sole member of PWI GP, L.L.C., a Texas limited liability company, general partner of Petroleum Wholesale, L.P., a Texas limited partnership, on behalf of Petroleum Wholesale, L.P.

Rebecca Ann Caywood
NOTARY PUBLIC, State of Texas

[Seal]

REBECCA ANN CAYWOOD
My Notary ID # 3170455
Expires July 25, 2027

Unofficial Document

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LOCATED IN THE JOHN BERRY SURVEY, ABSTRACT NO. 51, IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME CALLED 11.02 ACRE TRACT OF LAND CONVEYED BY WARRANTY DEED BY H. F. LIFTON TO PETROLEUM WHOLESALE OF TEXAS, INC., DATED DECEMBER 11, 1992, AND RECORDED IN VOLUME 2230, PAGE 123, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" STEEL REBAR FOUND ON THE EASTERLY LINE OF INTERSTATE HIGHWAY NO. 35 (VARIABLE WIDTH RIGHT-OF-WAY), BEING THE NORTHWEST CORNER OF A CALLED 8.03 ACRE TRACT OF LAND CONVEYED TO MARLO AND NANCY GONZALES BY DEED RECORDED IN INSTRUMENT NO. 2009072545, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING THE SOUTHWEST CORNER OF SAID 11.02 ACRE TRACT, SAID 1/2" STEEL REBAR ALSO BEING IN A CURVE TO THE RIGHT HAVING A RADIUS OF 2814.80 FEET AND FROM WHICH A CONCRETE HIGHWAY MONUMENT FOUND AT THE END OF SAID CURVE BEARS IN A SOUTHWESTERLY DIRECTION AN ARC DISTANCE OF 123.17 FEET AND HAVING A CHORD BEARING OF SOUTH 21 DEGREES 27 MINUTES 46 SECONDS WEST AND A CHORD DISTANCE OF 123.16 FEET;

THENCE IN A NORTHEASTERLY DIRECTION ALONG THE EASTERLY SIDE OF SAID INTERSTATE HIGHWAY NO. 35, THE WESTERLY SIDE OF SAID 11.02 ACRES AND SAID CURVE TO THE RIGHT, FOR AN ARC DISTANCE OF 123.74 FEET, HAVING A CHORD BEARING OF NORTH 23 DEGREES 58 MINUTES 33 SECONDS EAST AND A CHORD DISTANCE OF 123.73 FEET TO A 1/2" STEEL REBAR SET AT A CORNER, BEING THE MOST WESTERLY SOUTHWEST CORNER OF A CALLED 37.13 ACRE TRACT OF LAND CONVEYED TO ELENORA LORENE STABEN BY DEED RECORDED IN INSTRUMENT NO. 2010018186, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THE NORTHWEST CORNER OF SAID 11.02 ACRE TRACT, AND FROM WHICH A 5/8" STEEL REBAR FOUND BEARS SOUTH 73 DEGREES 03 MINUTES 00 SECONDS WEST AT A DISTANCE OF 0.30 FEET;

THENCE NORTH 73 DEGREES 03 MINUTES 00 SECONDS EAST (DIRECTIONAL CONTROL LINE), PARTIALLY ALONG A FENCE LINE AND A COMMON LINE BETWEEN SAID 37.13 ACRE TRACT AND SAID 11.02 ACRE TRACT, FOR A DISTANCE OF 883.27 FEET TO A 1/2" STEEL REBAR FOUND AT A CORNER, BEING ON EL CORNER OF SAID 37.13 ACRE TRACT AND THE NORTHEAST CORNER OF SAID 11.02 ACRE TRACT;

THENCE SOUTH 36 DEGREES 42 MINUTES 39 SECONDS EAST, GENERALLY ALONG A FENCE LINE AND A COMMON LINE BETWEEN SAID 37.13 ACRE TRACT AND SAID 11.02 ACRE TRACT, FOR A DISTANCE OF 751.01 FEET TO A 10 INCH BY 10 INCH CONCRETE BLOCK FOUND AT A CORNER ON A WESTERLY LINE OF SAID 37.13 ACRE TRACT, BEING THE NORTHEAST CORNER OF THE AFOREMENTIONED 8.03 ACRE TRACT AND THE SOUTHEAST CORNER OF SAID 11.02 ACRE TRACT;

THENCE SOUTH 84 DEGREES 45 MINUTES 00 SECONDS WEST, ALONG A COMMON LINE BETWEEN SAID 8.03 ACRE TRACT AND SAID 11.02 ACRE TRACT, FOR A DISTANCE OF 630.92 FEET TO A 1/2" STEEL REBAR FOUND AT A CORNER;

THENCE NORTH 59 DEGREES 59 MINUTES 00 SECONDS WEST, ALONG A COMMON LINE BETWEEN SAID 8.03 ACRE TRACT AND SAID 11.02 ACRE TRACT, FOR A DISTANCE OF 435.93 FEET TO A 1/2" STEEL REBAR FOUND AT A CORNER;

THENCE NORTH 78 DEGREES 07 MINUTES 24 SECONDS WEST, ALONG A COMMON LINE BETWEEN SAID 8.03 ACRE TRACT AND SAID 11.02 ACRE TRACT, FOR A DISTANCE OF 345.78 FEET TO THE POINT OF BEGINNING, AND CONTAINING 11.07 ACRES OF LAND, AS SURVEYED BY SZURGOT & PEOPLE LAND SURVEYORS, LTD., NOVEMBER 14, 2013.

Unofficial Document

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes and assessments by any taxing authority for the year 2026 which are not yet due and payable.

2. All leases, grants, exceptions or reservations of coal, lignite, oil, gas, and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the public records.

Unofficial Document

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2026022477

Pages: 6 Fee: $41.00
03/24/2026 12:04 PM
MBARRICK



Nancy E. Rister, County Clerk
Williamson County,Texas

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Location Map

3578 N IH 35,

Georgetown, TX 78626

Exhibit B to Resolution

Legal Description and Map

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LOCATED IN THE JOHN BERRY SURVEY, ABSTRACT NO. 51, IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME CALLED 11.02 ACRE TRACT OF LAND CONVEYED BY WARRANTY DEED BY H. F. LIFTON TO PETROLEUM WHOLESALE OF TEXAS, INC., DATED DECEMBER 11, 1992, AND RECORDED IN VOLUME 2230, PAGE 123, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" STEEL REBAR FOUND ON THE EASTERLY LINE OF INTERSTATE HIGHWAY NO. 35 (VARIABLE WIDTH RIGHT-OF-WAY), BEING THE NORTHWEST CORNER OF A CALLED 8.03 ACRE TRACT OF LAND CONVEYED TO MARLO AND NANCY GONZALES BY DEED RECORDED IN INSTRUMENT NO. 2009072545, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING THE SOUTHWEST CORNER OF SAID 11.02 ACRE TRACT, SAID 1/2" STEEL REBAR ALSO BEING IN A CURVE TO THE RIGHT HAVING A RADIUS OF 2814.80 FEET AND FROM WHICH A CONCRETE HIGHWAY MONUMENT FOUND AT THE END OF SAID CURVE BEARS IN A SOUTHWESTERLY DIRECTION AN ARC DISTANCE OF 123.17 FEET AND HAVING A CHORD BEARING OF SOUTH 21 DEGREES 27 MINUTES 46 SECONDS WEST AND A CHORD DISTANCE OF 123.16 FEET;

THENCE IN A NORTHEASTERLY DIRECTION ALONG THE EASTERLY SIDE OF SAID INTERSTATE HIGHWAY NO. 35, THE WESTERLY SIDE OF SAID 11.02 ACRES AND SAID CURVE TO THE RIGHT, FOR AN ARC DISTANCE OF 123.74 FEET, HAVING A CHORD BEARING OF NORTH 23 DEGREES 58 MINUTES 33 SECONDS EAST AND A CHORD DISTANCE OF 123.73 FEET TO A 1/2" STEEL REBAR SET AT A CORNER, BEING THE MOST WESTERLY SOUTHWEST CORNER OF A CALLED 37.13 ACRE TRACT OF LAND CONVEYED TO ELENORA LORENE STABEN BY DEED RECORDED IN INSTRUMENT NO. 2010018186, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THE NORTHWEST CORNER OF SAID 11.02 ACRE TRACT, AND FROM WHICH A 5/8" STEEL REBAR FOUND BEARS SOUTH 73 DEGREES 03 MINUTES 00 SECONDS WEST AT A DISTANCE OF 0.30 FEET;

THENCE NORTH 73 DEGREES 03 MINUTES 00 SECONDS EAST (DIRECTIONAL CONTROL LINE), PARTIALLY ALONG A FENCE LINE AND A COMMON LINE BETWEEN SAID 37.13 ACRE TRACT AND SAID 11.02 ACRE TRACT, FOR A DISTANCE OF 883.27 FEET TO A 1/2" STEEL REBAR FOUND AT A CORNER, BEING ON EL CORNER OF SAID 37.13 ACRE TRACT AND THE NORTHEAST CORNER OF SAID 11.02 ACRE TRACT;

THENCE SOUTH 36 DEGREES 42 MINUTES 39 SECONDS EAST, GENERALLY ALONG A FENCE LINE AND A COMMON LINE BETWEEN SAID 37.13 ACRE TRACT AND SAID 11.02 ACRE TRACT, FOR A DISTANCE OF 751.01 FEET TO A 10 INCH BY 10 INCH CONCRETE BLOCK FOUND AT A CORNER ON A WESTERLY LINE OF SAID 37.13 ACRE TRACT, BEING THE NORTHEAST CORNER OF THE AFOREMENTIONED 8.03 ACRE TRACT AND THE SOUTHEAST CORNER OF SAID 11.02 ACRE TRACT;

THENCE SOUTH 84 DEGREES 45 MINUTES 00 SECONDS WEST, ALONG A COMMON LINE BETWEEN SAID 8.03 ACRE TRACT AND SAID 11.02 ACRE TRACT, FOR A DISTANCE OF 630.92 FEET TO A 1/2" STEEL REBAR FOUND AT A CORNER;

THENCE NORTH 59 DEGREES 59 MINUTES 00 SECONDS WEST, ALONG A COMMON LINE BETWEEN SAID 8.03 ACRE TRACT AND SAID 11.02 ACRE TRACT, FOR A DISTANCE OF 435.93 FEET TO A 1/2" STEEL REBAR FOUND AT A CORNER;

THENCE NORTH 78 DEGREES 07 MINUTES 24 SECONDS WEST, ALONG A COMMON LINE BETWEEN SAID 8.03 ACRE TRACT AND SAID 11.02 ACRE TRACT, FOR A DISTANCE OF 345.78 FEET TO THE POINT OF BEGINNING, AND CONTAINING 11.07 ACRES OF LAND, AS SURVEYED BY SZURGOT & PEOPLE LAND SURVEYORS, LTD., NOVEMBER 14, 2013.

Unofficial Document



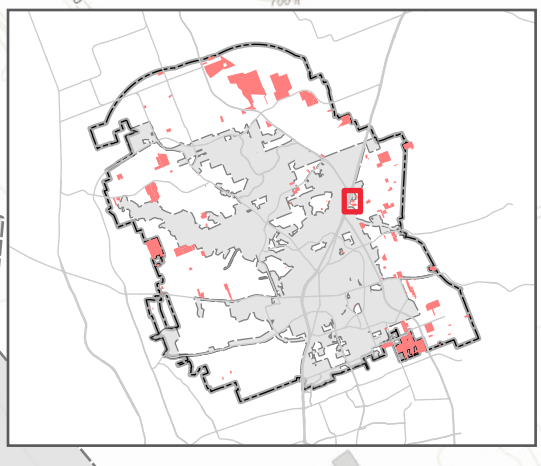
Location Map

3578 N IH 35,

Georgetown, TX 78626

Petitioned for ETJ Removal

COOPER POWERS LLC



Property

Georgetown ETJ

City limits

0 300 600

US Feet

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Resolution - ETJ Disannexation - Dos Gringos Partners LLC - 4.53 Acres

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 4.53 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcels R324134, R519365 and R519367 and owned by Dos Gringos Partners LLC -- Michael Charles, Real Estate Services Coordinator

ITEM SUMMARY:

FINANCIAL IMPACT:

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

ATTACHMENTS:
Res_ETJ_Release_Dos Gringos Partners_Old195_4 AC-FINAL.pdf
Map - DOS GRINGOS PARTNERS LLC 4.53 AC.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("GEORGETOWN") RELEASING APPROXIMATELY 4.53 ACRES OF LAND FROM THE CITY OF GEORGETOWN'S EXTRATERRITORIAL JURISDICTION ("ETJ"), SAID LAND IDENTIFIED BY THE WILLIAMSON COUNTY APPRAISAL DISTRICT AS PARCELS R519365, R324134 AND R519367, RESULTING IN A REDUCTION OF GEORGETOWN'S ETJ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 1, 2026, the City of Georgetown, Texas, received a petition requesting release from its ETJ of approximately 4.53 acres of land in the J.A.F. Gravis 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
OCT 01 2026
CITY SEC.

PETITION FOR RELEASE FROM THE

EXTRATERRITORIAL JURISDICTION OF THE CITY OF GEORGETOWN

September 30, 2026

Petitioners: **Dos Gringos Partners, LLC ("Owners")**

Resident Address: 108 E. Bagdad Ave., Suite 100, Round Rock, Texas 78664

Email Address: [redacted]

Disannexation Area Requested:

Tract 1: Being 1.61 acres of land, more or less, out of the J.A.F. GRAVES SURVEY, ABSTRACT NO. 244 in Williamson County, Texas, being a portion of the remainder of that 14.60 acre tract as described in a Memorandum of Merger between CCR Holdings I, LLC, and CCR Holdings 2, LLC of record in Document Number 2012052088 of the Official Public Records of Williamson County Texas

Tract 2: Being 2.24 acres of land, more or less, out of the J.A.F. GRAVES SURVEY, ABSTRACT NO. 244 in Williamson County, Texas, being a portion of the remainder of that 14.60 acre tract as described in a Memorandum of Merger between CCR Holdings I, LLC, and CCR Holdings 2, LLC of record in Document Number 2012052088 of the Official Public Records of Williamson County, Texas.

Tract 3: Being 0.68 acres of land, out of the J.A.F. GRAVES SURVEY, ABSTRACT NO. 244 in Williamson County, Texas, being a portion of the remainder of that 14.60 acre and 26.80 acre tracts as described in a Memorandum of Merger between CCR Holdings I, LLC, and CCR Holdings 2, LLC of record in Document Number 2012052088 of the Official Public Records of Williamson County, Texas.

Tract 1, Tract 2 and Tract 3 are described in a deed to the property recorded in Document No. 2023077607, of the Official Public Records of Williamson County, Texas, attached hereto as Exhibit "A" and the location map attached hereto as Exhibit "B."

Parcel ID No. and Property Address:

Tract 1
R519365 – 1.61 acres
CR 239, Florence, TX 76527

Tract 2
R324134 – 2.24 acres
Hwy 195, Florence, TX 76527

Tract 3
R519367 – 0.68 acres
CR 239, Florence, TX 76527

Contact Person for Petitioner: Anthony Goode
Goode Faith Engineering, LLC
1620 La Jaita Drive, Suite 300
Cedar Park, Texas 78613
Email:admin@goodefaitheng.com
Phone: 512-456-7888

This Petition for release, pursuant to Texas Local Government Code Chapter 42, Subchapter D (Senate Bill No. 2038) applies for the foregoing reasons:

- No military base is located within five miles of the Property (Texas Local Gov't Code Sec. 42.101 (1)); see location map attached as Exhibit "C";
- The exclusion provided in Texas Local Gov't Code Sec. 42.101(2) does not apply because the Property was not voluntarily annexed, and since Williamson County grew by less than 50 percent from the 2010 census to the 2020 census. In fact, according to the US Census website, the population of Williamson County only increased by 44.08% from the 2010 to the 2020 census. The following data was acquired from the UAS census website: https://www.census.gov/quickfacts/fact/table/williamsoncountytcxas/PST045223;
- Texas Local Gov't Code Sec. 42.101(3) exclusion does not apply since the City of Georgetown's population is less than 1.4 million, and Williamson County's population is less than 2 million;
- The exclusion of Texas Local Gov't Code Sec. 42.10 1 (4) does not apply because the Property is not located in an area designated as an industrial district under Sec. 42.044; and
- The exclusion of Texas Local Gov't Code Sec. 42.101 (5) does not apply because the Property is not located in an area subject to a strategic partnership agreement.

As noted above, no exclusion applies under Subchapter D of Texas Local Gov't Code Chapter 42 (Senate Bill No. 2038). Accordingly, the Petitioners as the owners of the Property, have the authority under Texas Local Gov't Code Sec. 42.102 to file this petition for release. As the owners signing this petition, the Petitioners have satisfied Texas Local Gov't Code Sec. 42.104 (b) and (c). By providing the attached maps, Petitioners have fulfilled the last requirement under Sec. 42.104 (d)(l).

This Petition is signed and notarized by the Petitioners as the owners of the referenced Property and is delivered to the City Secretary's office at 808 Martin Luther King Jr St., Georgetown, Texas 78626. As required under Texas Local Gov't Code Sec. 42.105, the City must notify the Petitioner of the results of the Petition.

Petitioners respectfully request that the City of Georgetown immediately release the Property from the City's ETJ.

Petitioner:

Signed Name

JAY J ROBINSON

Printed Name

DOB: [redacted] **Date Signed:** 09/30/2026

State of Texas)
County of Williamson)

This instrument was acknowledged before me on 9/30, 2026 by JAY J ROBINSON.

Notary, State of Texas

My commission expires: 5/16/28

MARIA NICOLE CRUMLEY
Notary Public, State of Texas
Comm. Expires 05-16-2028
Notary ID 130662718

Petitioner:

Signed Name

DAVID S HAYS

Printed Name

DOB: [redacted] **Date Signed:** 9/30/26

State of Texas)
County of Williamson)

This instrument was acknowledged before me on 9/30/26, 2026 by DAVID S HAYS.

Notary, State of Texas

My commission expires: 5/16/28

MARIA NICOLE CRUMLEY
Notary Public, State of Texas
Comm. Expires 05-16-2028
Notary ID 130662718

EXHIBIT "A"

WARRANTY DEED WITH VENDOR'S LEIN

INSTRUMENT NO. 2023077607

ELECTRONICALLY RECORDED 2023077607
Williamson County, Texas Total Pages: 9

Unofficial Document

Warranty Deed with Vendor's Lien

36-TFA1-IY1333 AB

Date: September 13, 2023

Grantor: CCR Holdings 1, LLC, a Texas limited liability company

Grantee: Dos Gringos Partners, LLC, a Texas limited liability company
Grantees' Mailing Address: 108 East Bagdad, Suite 100, Round Rock, Texas 78664

Consideration: Cash and a note of even date executed by Grantee and payable to the order of Joe H. Bond, David Michael Kassing and Richard & Katherine Cepeda, hereafter the "Lender", in the total principal amount of $570,000.00. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Lender and by a first-lien deed of trust of even date from Grantee to John W. Pleuthner, trustee.

Property (including any improvements): That tract of property as fully described on **Exhibits "A", "A-1", "B" and "C".**

Exceptions to Conveyance and Warranty: Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2023, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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

The vendor's lien against and superior title to the Property is retained, and transferred to Lender without recourse, until each note described is fully paid according to its terms, at which time this deed will become absolute.

CCR Holdings 1, LLC, a Texas limited liability company

By: _____
Clark E. Lyda, Manager

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on September 13, 2023 by Clark E. Lyda, Manager, CCR Holdings 1, LLC, a Texas limited liability company.

_____
Notary Public, State of Texas

STRATTON HRNCIR NOTARY PUBLIC STATE OF TEXAS ID 130838720 EXP. 04-26-2024

AFTER RECORDING RETURN TO:
Dos Gringos Partners, LLC
108 East Bagdad, Suite 100
Round Rock, Texas 78664

Unofficial Document

EXHIBIT "A"
LEGAL DESCRIPTION

Tract 1: Being 1.61 acres of land, more or less, out of the J.A.F. GRAVES SURVEY, ABSTRACT NO. 244 in Williamson County, Texas, being a portion of the remainder of that 14.60 acre tract as described in a Memorandum of Merger between CCR Holdings I, LLC, and CCR Holdings 2, LLC, of record in Document Number 2012052088 of the Official Public Records of Williamson County, Texas. Said 1.61 acres of land being more particularly described by metes and bounds in EXHIBIT "A-1", attached hereto and made a part hereof for all purposes.

Tract 2: Being 2.24 acres of land, more or less, out of the J. A.F. GRAVES SURVEY, ABSTRACT NO. 244 in Williamson County, Texas, being a portion of the remainder of that 14.60 acre tract as described in a Memorandum of Merger between CCR Holdings I, LLC, and CCR Holdings 2, LLC, of record in Document Number 2012052088 of the Official Public Records of Williamson County, Texas. Said 2.24 acres of land being more particularly described by metes and bounds in EXHIBIT "B", attached hereto and made a part hereof for all purposes.

Tract 3: Being 0.68 acres of land, out of the J. A.F. GRAVES SURVEY, ABSTRACT NO. 244 in Williamson County, Texas, being a portion of the remainderS of that 14.60 acre and 26.80 acre tracts as described in a Memorandum of Merger between CCR Holdings I, LLC, and CCR Holdings 2, LLC, of record in Document Number 2012052088 of the Official Public Records of Williamson County, Texas. Said 0.68 acres of land being more particularly described by metes and bounds in EXHIBIT "C", attached hereto and made a part hereof for all purposes.

Unofficial Document

FIELD NOTES
JOB NO. 230872
DATE: SEPTEMBER 9, 2023
PAGE 1 OF 3

EXHIBIT "A-1"

1.61 ACRES
BEING 1.61 ACRES OF LAND, MORE OR LESS, OUT OF THE J.A.F. GRAVES SURVEY, ABSTRACT NO. 244, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT 14.60 ACRE TRACT CONVEYED TO CCR HOLDINGS 1, LLC, AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2012052088, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON SEPTEMBER 8TH, 2023, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found in the south right-of-way margin of State Highway 195, marking the northwest corner of a tract conveyed to Beatrice Franco, and described in Volume 2021, Page 471, Official Records, Williamson County, Texas, also marking an angle point of said CCR tract, for the northwest corner of this tract, from which a TXDOT Type 2 monument found, marking an angle point of said CCR tract, bears N 86°26'25" W, 175.69 feet, also from which a 1/2 inch iron rod found, marking the southwest corner of said Franco tract, also marking an angle point of said CCR tract, bears S 22°05'14" W, 363.07 feet;

THENCE: **S 86°00'06" E, 290.60 feet** with the said south margin of State Highway 195 and the north line of said CCR tract to a TXDOT Type 2 monument found, marking an angle point of said CCR tract, for the northeast corner of this tract, from which a TXDOT Type 2 monument found, marking an angle point of said CCR tract, bears S 86°02'50" E, 122.11 feet;

THENCE: **S 64°59'14" E, 311.78 feet** into and across said CCR tract to a 1/2 inch iron rod with pink cap stamped "TLS" set in the northwesterly right-of-way margin of County Road 239, marking an angle point of said CCR tract, for the southeast corner of this tract, from which a 1/2 inch iron rod with pink cap stamped "TLS" set 0.77 feet northeasterly of an iron rod with yellow cap stamped "Forest RPLS 1847" found at the intersection of the said south margin of State Highway 195 and the said northwesterly margin of said County Road 239, marking the northeast corner of said CCR tract, bears N 68°36'12" E, 260.37 feet;

THENCE: **S 68°36'12" W, 208.67 feet** with the said northwesterly margin of County Road 239 and the south line of said CCR tract to a 1/2 inch iron rod with pink cap stamped "TLS" set, for an angle point of said CCR tract and this tract;

THENCE: **S 68°36'12" W, 214.16 feet** with the said northwesterly margin of County Road 239 and the south line of said CCR tract to an iron rod with red cap stamped "Williamson County" found in the east line of said Franco tract, marking an angle point of said CCR tract, for the southwest corner of this tract;

THENCE: **N 01°05'58" W, 235.88 feet** with the east line of said Franco tract and the north-south running south line of said CCR tract to a 1/2 inch iron rod found, marking the northeast corner of said Franco tract, for an angle point of said CCR tract and this tract;

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FIELD NOTES
JOB NO. 230872
DATE: SEPTEMBER 9, 2023
PAGE 2 OF 3

THENCE: N 67°57'55" W, 187.94 feet with the north line of said Franco tract and the south line of said CCR tract to the **POINT OF BEGINNING**; containing 1.61 acres of land, more or less.

Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83

9-12-2023

William C. Stewart, RPLS No. 5785
State of Texas

STATE OF TEXAS
REGISTERED
WILLIAM C. STEWART
5785
PROFESSIONAL
LAND SURVEYOR

Unofficial Document

FIELD NOTES
JOB NO. 230872
DATE: SEPTEMBER 9, 2023
PAGE 1 OF 3

EXHIBIT "B"

2.24 ACRES

BEING 2.24 ACRES OF LAND, MORE OR LESS, OUT OF THE J.A.F. GRAVES SURVEY, ABSTRACT NO. 244, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT 14.60 ACRE TRACT CONVEYED TO CCR HOLDINGS 1, LLC, AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2012052088, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON SEPTEMBER 8TH, 2023, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found in the south right-of-way margin of State Highway 195, marking the northwest corner of a tract conveyed to Beatrice Franco, and described in deed recorded in Volume 2021, Page 471, Official Records, Williamson County, Texas, also marking an angle point of said CCR tract, for the northeast corner of this tract, from which a TXDOT Type 2 monument found, marking an angle point of said CCR tract, bears S 86°00'06" E, 290.60 feet, also from which a 1/2 inch iron rod found, marking the northeast corner of said Franco tract, also marking an angle point of said CCR tract, bears S 67°57'55" E, 187.94 feet;

THENCE: **S 22°05'14" W, 363.07 feet** with the west line of said Franco tract and the north-south running south line of said CCR tract to a 1/2 inch iron rod found, in the north line of Rattlesnake Road, marking the southwest corner of said Franco tract, also marking an angle point of said CCR tract, for the southeast corner of this tract;

THENCE: **N 67°51'21" W, 239.88 feet** with the north line of said Rattlesnake Road and the south line of said CCR tract to a TXDOT Type 2 monument found, for the southwest corner of said CCR tract and this tract;

THENCE: **N 31°13'08" W, 95.22 feet** with the northeast line of said Rattlesnake Road and the west line of said CCR tract to a TXDOT Type 2 monument found in the east line of said Rattlesnake Road, for an angle point of said CCR tract and this tract;

THENCE: **N 10°40'09" E, 172.11 feet** with the east line of said Rattlesnake Road and the west line of said CCR tract to a TXDOT Type 2 monument found at the intersection of the east line of said Rattlesnake Road and the south line of said State Highway 195, for the northwest corner of said CCR tract and this tract;

THENCE: **N 88°11'21" E, 200.94 feet** with the said south margin of State Highway 195 and the north line of said CCR tract to a TXDOT Type 2 monument found, for an angle point of said CCR tract and this tract;

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FIELD NOTES
JOB NO. 230872
DATE: SEPTEMBER 9, 2023
PAGE 2 OF 3

THENCE: S 86°26'25" E, 175.69 feet with said south margin of State Highway 195 and the north line of said CCR tract to the **POINT OF BEGINNING**, containing 2.24 acres of land, more or less.

Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83.

9-12-2023

William C. Stewart, RPLS No. 5785
State of Texas

STATE OF TEXAS
REGISTERED
WILLIAM C. STEWART
5785
PROFESSIONAL
LAND SURVEYOR

Unofficial Document

EXHIBIT "C"

FIELD NOTES
JOB NO. 230872
DATE: SEPTEMBER 9, 2023
PAGE 1 OF 2

0.68 ACRES

BEING 0.68 ACRES OF LAND, MORE OR LESS, OUT OF THE J.A.F. GRAVES SURVEY, ABSTRACT NO. 244, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDERS OF THAT 14.60 ACRE AND 26.80 ACRE TRACTS CONVEYED TO CCR HOLDINGS 1, LLC, AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2012052088, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON SEPTEMBER 8TH, 2023, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a TXDOT Type 2 monument found in the south right-of-way margin of State Highway 195, marking an angle point of said CCR (14.60 AC) tract, for the northwest corner of this tract, from which a 1/2 inch iron rod found, marking the northwest corner of a tract conveyed to Beatrice Franco, and described in deed recorded in Volume 2021, Page 471, Official Records, Williamson County, Texas, also marking an angle point of said CCR tract, bears N 86°00'06" W, 290.60 feet;

THENCE: **S 86°02'50" E, 122.11 feet** with the said south margin of State Highway 195 and in part with the north line of said CCR (14.60 AC) tract and said CCR (26.80 AC) tract to a TXDOT Type 2 monument found, for an angle point of said CCR (26.80 AC) tract and this tract;

THENCE: **S 86°06'56" E, 112.50 feet** with the said south margin of State Highway 195 and the north line of said CCR (26.80 AC) tract to a TXDOT Type 2 monument found, for an angle point of said CCR (26.80 AC) tract and this tract;

THENCE: **S 85°54'39" E, 291.64 feet** with the said south margin of State Highway 195 and the north line of said CCR (26.80 AC) tract to a 1/2 inch iron rod with pink cap stamped "TLS" set at the intersection of the said south margin of State Highway 195 and the northwesterly right-of-way margin of County Road 239, for the northeast corner of said CCR (26.80 AC) tract and this tract;

THENCE: **S 68°36'12" W,** with the said northwesterly margin of County Road 239 and the south line of said CCR (26.80 AC) tract at 0.77 feet passing an iron rod with yellow cap stamped "Forest RPLS 1847" found, continuing with the northwesterly line of said County Road 239 and the south line of said CCR (26.80 AC) tract and said CCR (14.60 AC) tract in all **269.37 feet** to a 1/2 inch iron rod with pink cap stamped "TLS" set, marking an angle point of said CCR (14.60 AC) tract, for the southwest corner of this tract;

THENCE: **N 64°59'14" W, 311.78 feet** into and across said CCR (14.60 AC) tract to the **POINT OF BEGINNING,** containing 0.68 acres of land, more or less.

Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83

9-12-2023

William C. Stewart, RPLS No. 5785
State of Texas

STATE OF TEXAS
REGISTERED
WILLIAM C. STEWART
5785
PROFESSIONAL
LAND SURVEYOR

Unofficial Document

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2023077607

Pages: 9 Fee: $54.00
09/15/2023 10:56 AM
MBARRICK

Nancy E. Rister, County Clerk
Williamson County, Texas

Unofficial Document

EXHIBIT "B"

LOCATION MAP

Property Location Map:
Tract 1 - R519365
Tract 2 - R324134
Tract 3 - R519367

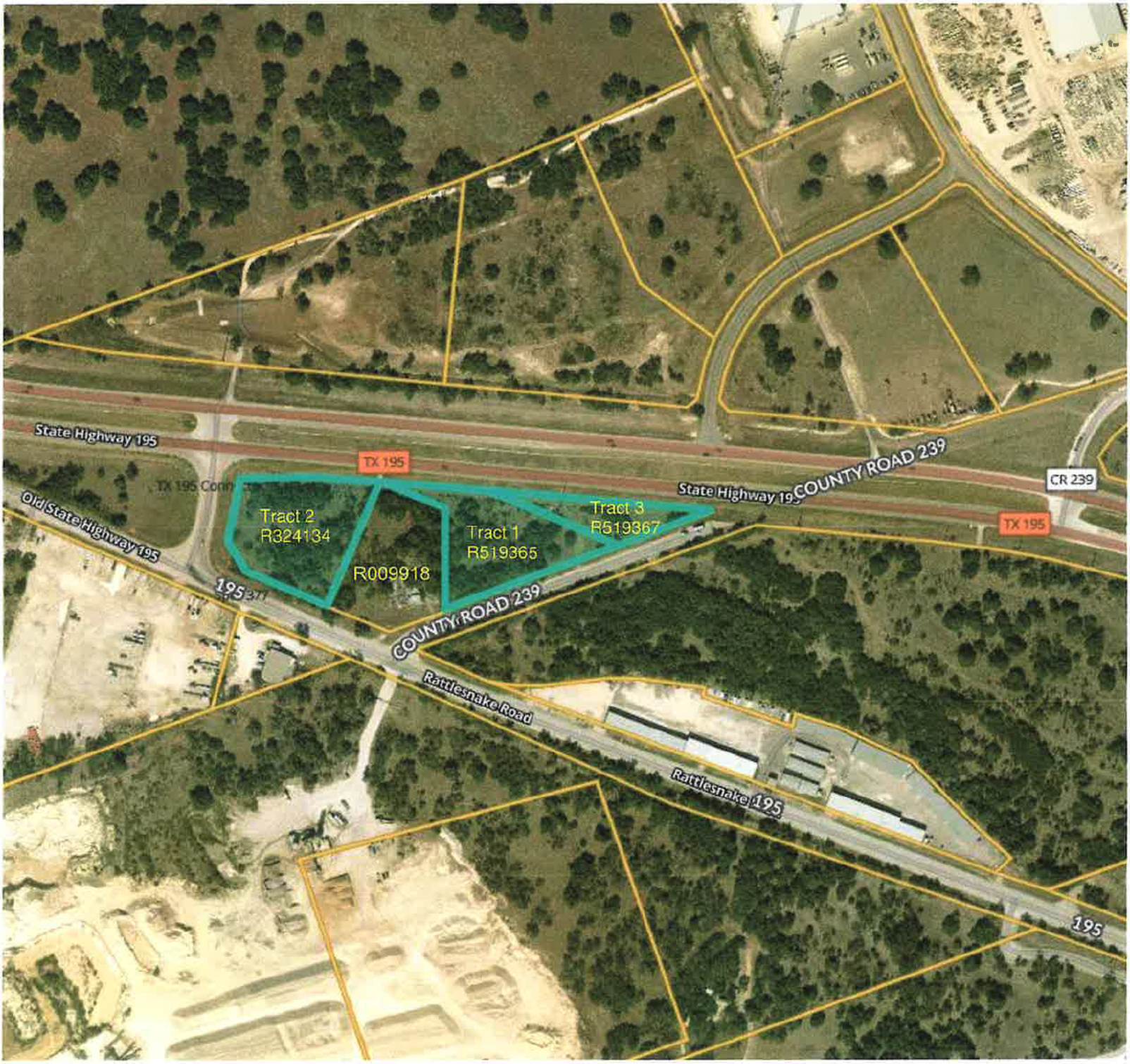


EXHIBIT "C"

UNANIMOUS MEMBERS RESOLUTION AUTHORIZING PETITIONS FOR ETJ RELEASE

FRANCHISE TAX ACCOUNT STATUS

Unanimous Members Resolution
Authorizing Petitions for ETJ Release

DOS GRINGOS PARTNERS, LLC
108 East Bagdad Ave., Suite 100
Round Rock, TX 78664

The undersigned, Jay J Robinson and David S Hays, constituting all members of DOS GRINGOS PARTNERS, LLC (the "Company"), unanimously adopt the following resolutions by written consent:

1. Approval of petitions. The Company approves seeking release from the extraterritorial jurisdiction ("ETJ") of the City of Georgetown, Texas, of the Company's properties identified in Exhibits A and B attached to and incorporated into this resolution. This approval covers both petitions supplied to the members, identified as the "2 acres" petition and the "4 acres" petition.

2. Individual signing authority. Jay J Robinson and David S Hays, each acting individually as a Member of the Company, are authorized to sign, acknowledge, execute, and submit either or both petitions and related applications, affidavits, certifications, maps, legal descriptions, and supporting documents on behalf of the Company. Either member may act without the signature, joinder, or further approval of the other member.

3. Related actions. Each authorized member may communicate with the City of Georgetown and its representatives; coordinate with Anthony Goode of Goode Faith Engineering, LLC, and other professionals assisting with the petitions; provide supplemental information; make corrections consistent with the properties identified in Exhibits A and B; and pay filing fees and expenses reasonably necessary to pursue the requested ETJ releases.

4. Continuing authority. This resolution becomes effective when signed by both members and remains in effect until amended or revoked by written action of the Company. A copy may be furnished to the City of Georgetown or others as evidence of the authority granted herein.

By signing below, both members approve and adopt this resolution on behalf of the Company.

_____ Date: 9/30/2026
Jay J Robinson, Member

_____ Date: 9/30/26
David S Hays, Member

Exhibit A
Property Covered by the 2 Acres Petition

Parcel R009918 | 6150 Old 195, Florence, Texas 76527
Net acreage stated in petition: 1.9318 acres

The property is identified in the petition as follows:

BEING approximately 2.00 acres of land, situated in the J.A.F. GRAVES SURVEY, ABSTRACT NO. 244 in Williamson County, Texas, said land being a portion of that certain tract called 49.00 acres as conveyed to Otis Gore and wife, Opal Gore, by deed as recorded in Volume 751, Page 182 of the Deed Records of Williamson County, Texas and being more particularly described in a Special Warranty Deed recorded under Volume No. 2021 Page 471 of the Official Public Records of Williamson County, Texas.

SAVE AND EXCEPT that certain tract of land conveyed to Williamson County by Special Warranty Deed recorded in Document No. 2005002174 describing the dedicated right-of-way: Being 0.0682 acres of land, out of the J.A.F. GRAVES SURVEY, ABSTRACT NO. 244, same being out of and part of a 2.000 acre tract of land described in Volume 2021, Page 471, Official Deed Records, Williamson County, Texas.

Deed references identified in the petition: Estate Administrator's Deed, Instrument No. 2026055255, SAVE AND EXCEPT Special Warranty Deed, Document No. 2005002174, Official Public Records of Williamson County, Texas.

This exhibit identifies the property covered by the authorization. The petition's referenced recorded deeds and boundary exhibits govern the exact boundaries of the area requested for release.

Exhibit B
Properties Covered by the 4 Acres Petition

The three tracts listed in the petition total approximately 4.53 acres. All are situated in the J.A.F. Graves Survey, Abstract No. 244, Williamson County, Texas.

Tract 1

Parcel R519365 | CR 239, Florence, TX 76527 | 1.61 acres

Being 1.61 acres of land, more or less, out of the J.A.F. GRAVES SURVEY, ABSTRACT NO. 244 in Williamson County, Texas, being a portion of the remainder of that 14.60 acre tract as described in a Memorandum of Merger between CCR Holdings I, LLC, and CCR Holdings 2, LLC of record in Document Number 2012052088 of the Official Public Records of Williamson County, Texas.

Tract 2

Parcel R324134 | Hwy 195, Florence, TX 76527 | 2.24 acres

Being 2.24 acres of land, more or less, out of the J.A.F. GRAVES SURVEY, ABSTRACT NO. 244 in Williamson County, Texas, being a portion of the remainder of that 14.60 acre tract as described in a Memorandum of Merger between CCR Holdings I, LLC, and CCR Holdings 2, LLC of record in Document Number 2012052088 of the Official Public Records of Williamson County, Texas.

Tract 3

Parcel R519367 | CR 239, Florence, TX 76527 | 0.68 acres

Being 0.68 acres of land, out of the J.A.F. GRAVES SURVEY, ABSTRACT NO. 244 in Williamson County, Texas, being a portion of the remainder of that 14.60 acre and 26.80 acre tracts as described in a Memorandum of Merger between CCR Holdings I, LLC, and CCR Holdings 2, LLC of record in Document Number 2012052088 of the Official Public Records of Williamson County, Texas.

Deed reference identified in the petition: Document No. 2023077607, Official Public Records of Williamson County, Texas, describing Tracts 1, 2, and 3.

This exhibit identifies the properties covered by the authorization. The petition's referenced recorded deed and boundary exhibits govern the exact boundaries of the area requested for release.

FRANCHISE TAX ACCOUNT STATUS

This record as of October 1, 2026 at 11:09:34

DOS GRINGOS PARTNERS, LLC

Texas Taxpayer Number:	32070895944
Mailing Address:	108 E BAGDAD AVE STE 100 ROUND ROCK, TX 78664 - 5257
Right to Transact Business in Texas:	ACTIVE
State of Formation:	TX
SOS Registration Status (SOS status updated each business day):	ACTIVE
Effective SOS Registration Date:	05/30/2019
Texas SOS File Number:	0803332200
Registered Agent Name:	JAY ROBINSON
Registered Office Street Address:	108 EAST BAGDAD AVE. ROUND ROCK, TX 78664

Public Information Report for Year 2024

Title	Name and Address
MEMBER	**DAVID HAYS** 2912 GABRIAL VIEW DR. GEORGETOWN, TX 78628 **Source:** SOS
DIRECTOR	**JAY J ROBINSON** 14009 FM 2769 LEANDER, TX 78641 **Source:** SOS

Information on this site is obtained from the most recent Public Information Report (PIR) submitted to the Comptroller of Public Accounts (CPA) or from the most recent PIR processed by the Secretary of State (SOS). Annual PIRs submitted to the CPA are forwarded to the SOS.

Exhibit B to Resolution

Legal Description and Map

Exhibit B
Properties Covered by the 4 Acres Petition

The three tracts listed in the petition total approximately 4.53 acres. All are situated in the J.A.F. Graves Survey, Abstract No. 244, Williamson County, Texas.

Tract 1

Parcel R519365 | CR 239, Florence, TX 76527 | 1.61 acres

Being 1.61 acres of land, more or less, out of the J.A.F. GRAVES SURVEY, ABSTRACT NO. 244 in Williamson County, Texas, being a portion of the remainder of that 14.60 acre tract as described in a Memorandum of Merger between CCR Holdings I, LLC, and CCR Holdings 2, LLC of record in Document Number 2012052088 of the Official Public Records of Williamson County, Texas.

Tract 2

Parcel R324134 | Hwy 195, Florence, TX 76527 | 2.24 acres

Being 2.24 acres of land, more or less, out of the J.A.F. GRAVES SURVEY, ABSTRACT NO. 244 in Williamson County, Texas, being a portion of the remainder of that 14.60 acre tract as described in a Memorandum of Merger between CCR Holdings I, LLC, and CCR Holdings 2, LLC of record in Document Number 2012052088 of the Official Public Records of Williamson County, Texas.

Tract 3

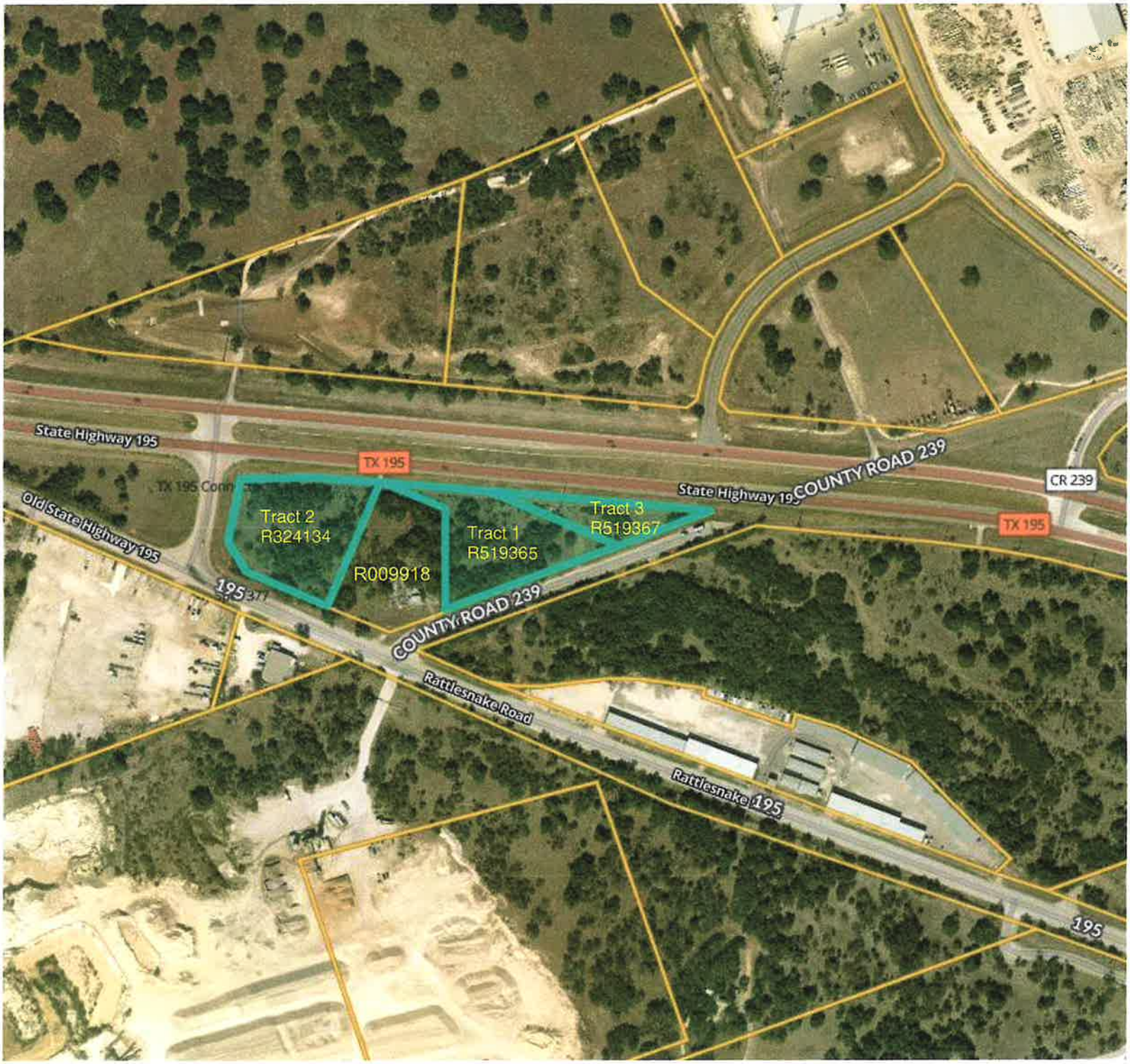
Parcel R519367 | CR 239, Florence, TX 76527 | 0.68 acres

Being 0.68 acres of land, out of the J.A.F. GRAVES SURVEY, ABSTRACT NO. 244 in Williamson County, Texas, being a portion of the remainder of that 14.60 acre and 26.80 acre tracts as described in a Memorandum of Merger between CCR Holdings I, LLC, and CCR Holdings 2, LLC of record in Document Number 2012052088 of the Official Public Records of Williamson County, Texas.

Deed reference identified in the petition: Document No. 2023077607, Official Public Records of Williamson County, Texas, describing Tracts 1, 2, and 3.

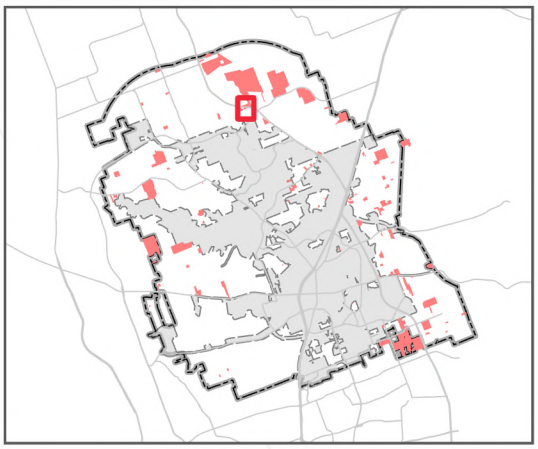
This exhibit identifies the properties covered by the authorization. The petition's referenced recorded deed and boundary exhibits govern the exact boundaries of the area requested for release.

Property Location Map:
Tract 1 - R519365
Tract 2 - R324134
Tract 3 - R519367



Petitioned for ETJ Removal

DOS GRINGOS PARTNERS LLC 4.53 AC



SH 195

195

239

Rattlesnake Rd

900 ft

878 ft

650 ft

Berry Creek

Property

Georgetown ETJ

City limits

0 300 600

US Feet

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Resolution - ETJ Disannexation - Dos Gringos Partners LLC - 1.9318 Acres

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 1.9318 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R009918 and owned by Dos Gringos Partners LLC -- Michael Charles, Real Estate Services Coordinator

ITEM SUMMARY:

FINANCIAL IMPACT:

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

ATTACHMENTS:
Res_ETJ_Release_Dos Gringos Partners_Old195_2 AC-FINAL.pdf
Map - DOS GRINGOS PARTNERS LLC 1.93 AC.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("GEORGETOWN") RELEASING APPROXIMATELY 1.9318 ACRES OF LAND FROM THE CITY OF GEORGETOWN'S EXTRATERRITORIAL JURISDICTION ("ETJ"), SAID LAND IDENTIFIED BY THE WILLIAMSON COUNTY APPRAISAL DISTRICT AS PARCEL R009918, AND BEING LOCALLY KNOWN AS 6150 OLD 195, FLORENCE, WILLIAMSON COUNTY, TEXAS, RESULTING IN A REDUCTION OF GEORGETOWN'S ETJ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 1, 2026, the City of Georgetown, Texas, received a petition requesting release from its ETJ of an approximately 1.9318 acre tract of land in the J.A.F. Gravis 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
OCT 0 1 2026
CITY SEC.

PETITION FOR RELEASE FROM THE

EXTRATERRITORIAL JURISDICTION OF THE CITY OF GEORGETOWN

September 30, 2026

Petitioner: **Dos Gringos Partners LLC ("Owner")**

Resident Address: [redacted]

Email Address: [redacted]

Disannexation Area Requested:

BEING approximately 2.00 acres of land, situated in the J.A.F. GRAVES SURVEY, ABSTRACT NO. 244 in Williamson County, Texas, said land being a portion of that certain tract called 49.00 acres as conveyed to Otis Gore and wife, Opal Gore, by deed as recorded in Volume 751, Page 182 of the Deed Records of Williamson County, Texas and being more particularly described in a Special Warranty Deed recorded under Volume No. 2021 Page 471 of the Official Public Records of Williamson County, Texas

SAVE AND EXCEPT that certain tract of land conveyed to Williamson County by in Special Warranty Deed recorded in Document No. 2005002174 describing the dedicated right-of-way: Being 0.0682 acres of land, out of the J.A.F. GRAVES SURVEY, ABSTRACT NO. 244, same being out of and part of a 2.000 acre tract of land described in Volume 2021, Page 471, Official Deed Records, Williamson County, Texas.

Tract is described in deeds to the property recorded in **Estate Administrator's Deed Instrument No. 2026055255 SAVE AND EXCEPT Special Warranty Deed Document No. 2005002174**, of the Official Public Records of Williamson County, Texas, attached hereto as Exhibit "A" and the location map attached hereto as Exhibit "B."

Parcel ID No. and Property Address: **R009918 – 1.9318**
6150 Old 195, Florence, Texas 76527

Contact Person for Petitioner:
Anthony Goode
Goode Faith Engineering, LLC
1620 La Jaita Drive, Suite 300
Cedar Park, Texas 78613
Email:admin@goodefaitheng.com
Phone: 512-456-7888

This Petition for release, pursuant to Texas Local Government Code Chapter 42, Subchapter D (Senate Bill No. 2038) applies for the foregoing reasons:

- No military base is located within five miles of the Property (Texas Local Gov't Code Sec. 42.101 (1)); see location map attached as Exhibit "C";
- The exclusion provided in Texas Local Gov't Code Sec. 42.101(2) does not apply because the Property was not voluntarily annexed, and since Williamson County grew by less than 50 percent from the 2010 census to the 2020 census. In fact, according to the US Census website, the population of Williamson County only increased by 44.08% from the 2010 to the 2020 census. The following data was acquired from the UAS census website: https://www.census.gov/quickfacts/fact/table/williamsoncountytcxas/PST045223;
- Texas Local Gov't Code Sec. 42.101(3) exclusion does not apply since the City of Georgetown's population is less than 1.4 million, and Williamson County's population is less than 2 million;
- The exclusion of Texas Local Gov't Code Sec. 42.10 1 (4) does not apply because the Property is not located in an area designated as an industrial district under Sec. 42.044; and
- The exclusion of Texas Local Gov't Code Sec. 42.101 (5) does not apply because the Property is not located in an area subject to a strategic partnership agreement.

As noted above, no exclusion applies under Subchapter D of Texas Local Gov't Code Chapter 42 (Senate Bill No. 2038). Accordingly, the Petitioner as the owners of the Property, has the authority under Texas Local Gov't Code Sec. 42.102 to file this petition for release. As the owners signing this petition, the Petitioner has satisfied Texas Local Gov't Code Sec. 42.104 (b) and (c). By providing the attached maps, Petitioner has fulfilled the last requirement under Sec. 42.104 (d)(l).

This Petition is signed and notarized by the Petitioner as the owners of the referenced Property and is delivered to the City Secretary's office at 808 Martin Luther King Jr St., Georgetown, Texas 78626. As required under Texas Local Gov't Code Sec. 42.105, the City must notify the Petitioner of the results of the Petition.

Petitioner respectfully requests that the City of Georgetown immediately release the Property from the City's ETJ.

Petitioner:

Signed Name

JAY J ROBINSON

Printed Name

DOB: [redacted] **Date Signed:** 9/30/2026

State of TEXAS)
County of WILLIAMSON)

This instrument was acknowledged before me on 9/30, 2026 by JAY J ROBINSON.

Notary, State of TEXAS

My commission expires: 5/16/28

MARIA NICOLE CRUMLEY
Notary Public, State of Texas
Comm. Expires 05-16-2028
Notary ID 130662718

Petitioner:

Signed Name

DAVID S MAYS

Printed Name

DOB: [redacted] **Date Signed:** 9/30/26

State of TEXAS)
County of WILLIAMSON)

This instrument was acknowledged before me on 9/30, 2026 by DAVID S MAYS.

Notary, State of TEXAS

My commission expires: 5/16/28

MARIA NICOLE CRUMLEY
Notary Public, State of Texas
Comm. Expires 05-16-2028
Notary ID 130662718

EXHIBIT "A"

Estate Administrator's Deed - Instrument No 2026055255

Special Warranty Deed - Instrument No. 2005002174

Special Warranty Deed - Volume 2021 Page 471

ELECTRONICALLY RECORDED 2026055255
Williamson County, Texas Total Pages: 4

ESTATE ADMINISTRATOR'S DEED

AUSTIN TITLE COMPANY

Date: 6/30/2026

GF# 1701342400385

Grantor and Grantor's Mailing Address (including county):

John Frias, Dependent Administrator of the Estate of Beatrice Chapa Franco, Cause No. 24-1398-CP4 in the Court at Law No. 4, Williamson County, Texas
200 West 6th St Ste 110
Georgetown TX 78626
Williamson County

Grantee and Grantee's Mailing Address (including county):

Dos Gringos Partners LLC, a Texas limited liability company
108 E Bagdad Ave Ste 100
Round Rock TX 78664
Williamson County

Consideration: The sum of TEN DOLLARS ($10.00) and other good and valuable consideration.

Property (including any improvements):

BEING approximately 2.00 acres of land situated in the J.A.F. Graves Survey, Abstract No. 244 in Williamson County, Texas; said land being a portion of that certain tract called 49.00 acres as conveyed to Otis Gore and wife, Opal Gore, by deed as recorded in Volume 751, Page 182 of the Deed Records of Williamson County, Texas and being more particularly described in a Special Warranty Deed recorded under Volume No. 2021 Page 471 of the Official Public Records of Williamson County, Texas, and as particularly described in the attached Exhibit A.

Address of Property: 6150 Old Hwy 195, Florence, Williamson County, Texas 76527

Reservations from and Exceptions to Conveyance and Warranty:

This deed is subject to all easements, restrictions, conditions, covenants, and other instruments of record.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell, and convey to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, Administrators, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor' heirs, Administrators, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

Grantee assumes all ad valorem taxes due on the property for the current year.

John Frias, as Dependent Administrator of the Estate of Beatrice Chapa Franco

ACKNOWLEDGMENT

STATE OF ALABAMA §
§
COUNTY OF COVINGTON §

This instrument was acknowledged before me on JUNE 30, 2026, by John Frias.

Notary Public

MICHAEL LEONARD
Notary Public, Alabama State at Large
My Commission Expires: 1-18-2028

MICHAEL LEONARD
Notary Public, Alabama State at Large
My Commission Expires 1-18-2028

AFTER RECORDING RETURN TO:
Elizabeth McFarland
Sneed Vine & Perry P.C.
200 W. 6th Street Ste. 110
Georgetown, Texas 78626
Tel: (512) 931-9243

EXHIBIT A

Land surveyed on the ground in the month of July 1983, under the supervision of R.T. Magness, Jr., Registered Public Surveyor, and being more particularly described as follows:

BEGINNING at an iron pin set, for the S.E. corner hereof; said point being S. 69 degrees 41' W, 226.92 feet, from the most southerly S.E. corner of said 49.00-acre Gore Tract;

THENCE, North, 272.78 feet, to an iron pin set, for the N.E. corner hereof;

THENCE, N 66 degrees 46' 30" W, 187.72 feet, to an iron pin set, for the N.E. corner hereof;

THENCE, S. 23 degrees 13' 30" W, 363.29 feet, to an iron pin set in the N.E. line of State Highway No. 195, for the S.W. corner hereof;

THENCE, S. 66 degrees 46' 30" E, 176.79 feet, with the said N.E. line of State Highway No. 195 to an iron set at the point of intersection with County Road No. 239, for the most southerly corner hereof;

THENCE, N 69 degrees 41 E, 163.47 feet, with the N.W. line of said County Road No. 239, to the place of BEGINNING and containing approximately 2.00 acres of land,

SAVE AND EXCEPT that certain tract of land conveyed to Williamson County by Special Warranty Deed recorded in Document No. 2005002174, Official Public Records of Williamson County, Texas.

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2026055255

Pages: 4 Fee: $33.00
07/01/2026 03:55 PM
OSALINAS

Nancy E. Rister, County Clerk
Williamson County, Texas

DEED 2005002174
5 PGS

5

SPECIAL WARRANTY DEED

Date December 1st, 2004

Grantor Beatrice Chapa Franco

Grantor's Mailing Address (including county)

P O Box 704
Florence, TX 76527-0704
Williamson County, Texas

Grantee Williamson County,
a political subdivision of the State of Texas

Grantee's Mailing Address (including county)

710 Main Street
Georgetown, Texas 78626
Williamson County, Texas

Consideration

For the sum of Ten and No/100 Dollars ($10 00) and other valuable consideration in hand paid to the undersigned by the Grantee herein named, the receipt and sufficiency of which is hereby acknowledged

Property (including any improvements)

Being 0 0682 acres of land out of the J A F Gravis Survey, Abstract No 244, same being out of and part of a 2 000 acre tract of land described in Volume 2021, Page 471, Offical Deed Records, Williamson County, (WCDR), Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof

Reservations from and Exceptions to Conveyance and Warranty

Easements and right-of-way of record, all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severance, and other instruments, other than liens and conveyances, that affect the property, all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any applicable governmental district, agency, authority, etc

Unofficial Document

Grantor for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever Grantor hereby binds Grantor and Grantor's heirs, executors administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise

When the context requires, singular nouns and pronouns include the plural

EXECUTED this 1st day of December, 2004

Beatrice Chapa Franco

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was personally acknowledged before me on the 1st day of December, 2004, by Beatrice Chapa Franco

Notary Public, State of Texas

NICKEY LAWRENCE
NOTARY PUBLIC
State of Texas
Comm Exp 5-1 2006

AFTER RECORDING RETURN TO

Williamson County Road & Bridge
Attn Elton Heine
3151 S E Inner Loop, Suite B
Georgetown, Texas 78626

(2)

Unofficial Document

EXHIBIT A

FIELD NOTES
FOR ROW ACQUISITION FOR CR 239
FROM BEATRICE CHAPA FRANCO

FIELD NOTES FOR 0 0682 ACRES OF LAND OUT OF THE J A F GRAVIS SURVEY, ABSTRACT NO 244, SAME BEING OUT OF AND PART OF A 2 000 ACRE TRACT OF LAND DESCRIBED IN VOLUME 2021, PAGE 471, OFFICIAL DEED RECORDS, WILLIAMSON COUNTY (WCDR), TEXAS, FOR WHICH A MORE PARTICULAR METES AND BOUNDS DESCRIPTION IS AS FOLLOWS

BEGINNING at a 1/2" rebar found at the southeast corner of the above described 2 000 acre tract and the southwest corner of Lot 5, Stephenson Estates described in document 9630910 on the existing north ROW of CR 239,

THENCE N 01°20'22"E with the common line of the 2 000 acre tract and Lot 5, Stephenson Estates for a distance of 35 13 feet to a ½" rebar set with cap for the northeast corner hereof,

THENCE S71°15'33"W crossing the 2 000 acre tract for a distance of 13 03 feet to a ½" rebar set with cap at a point of curve to the left,

THENCE crossing the 2 000 acre tract with a curve to the left, 128 33 feet along the arc (R = 240 00 feet, chord bears S55°56'25"W for a distance of 126 81 feet) to a ½" rebar set with cap on the existing north ROW of CR 239 for the southeast corner hereof,

THENCE N71°01'22"E with the south line of the 2 000 acre tract and the existing north ROW of CR 239 for a distance of 123 28 feet to the PLACE OF BEGINNING and containing 0 0682 acres of land

NOTES FOR CLARIFICATION

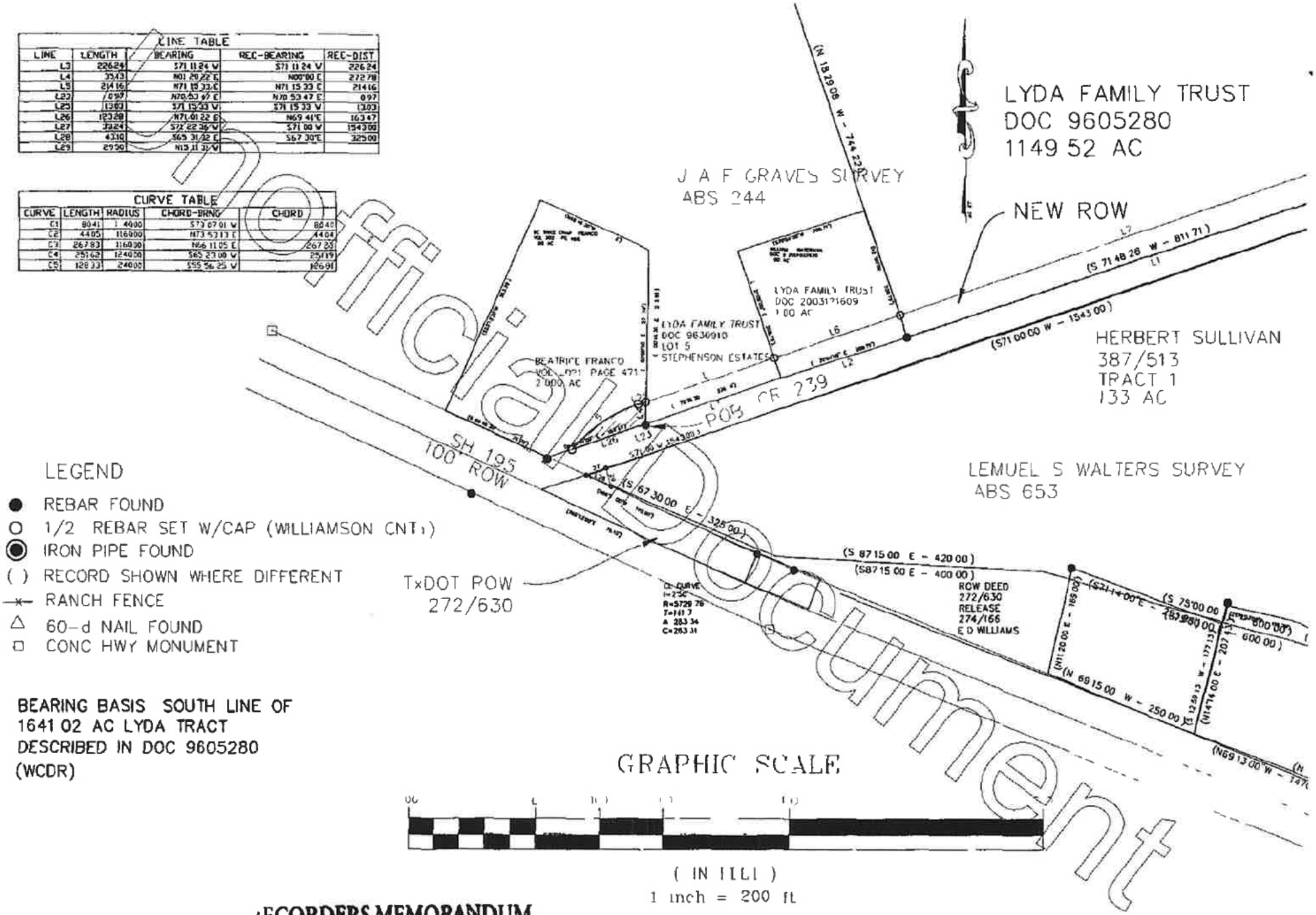
1) All ½" rebars set have caps labeled WILLIAMSON CNTY
2) See attached Survey Sketch for further orientation
3) Bearing basis – south line of 1641 02 acres (Document 9605280, WCDR) from southeast corner to southwest corner

I, the undersigned do hereby certify that the field notes hereon were prepared from an actual on-the-ground survey under my direct supervision and that they are true and correct to the best of my knowledge on this the 2nd day of March, 2004

Dwight L Pittman, R P L S 2442
Williamson County Unified Road System
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

STATE OF TEXAS
REGISTERED
DWIGHT LEE PITTMAN
2442
PROFESSIONAL
LAND SURVEYOR

Unofficial Document



Official Document

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2005002174

Nancy E Rister

01/07/2005 12 18 PM

CARRILLO $0 00

NANCY E RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

Unofficial Document

16427

SPECIAL WARRANTY DEED

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

That I, ROBERT G. CHAPA, of the county of Williamson and State of Texas, for and in consideration of the sum of TEN AND NO/100THS DOLLARS --($10.00)--and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto BEATRICE FRANCO of the county of Travis and State of Texas, all of the following described real property in Williamson County, Texas, to-wit:

BEING 2.000 acres of land situated in the J.A.F. Graves Survey, Abstract No. 244 in Williamson County, Texas; said land being a portion of that certain tract called 49.00 acres as conveyed to Otis Gore and wife, Opal Gore, by deed as recorded in Volume 751, Page 182 of the Deed Records of Williamson County, Texas. Surveyed on the ground in the month, of July 1983, under the supervision of R.T. Magness, Jr., Registered Public Surveyor, and being more particularly described as follows:

BEGINNING at an iron pin set, for the S.E. corner hereof; said point being S. 69 degrees 41' W, 226.92 feet, from the most southerly S.E. corner of said 49.00-acre Gore Tract;

THENCE, North, 272.78 feet, to an iron pin set, for the N.E. corner hereof;

THENCE, N 66 degrees 46' 30" W, 187.72 feet, to an iron pin set, for the N.E. corner hereof;

THENCE, S. 23 degrees 13' 30" W, 363.29 feet, to an iron pin set in the N.E. line of State Highway No. 195, for the S.W. corner hereof;

THENCE, S. 66 degrees 46' 30" E, 176.79 feet, with the

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

Unofficial Document

said N.E. line of State Highway No. 195 to an iron set at the point of intersection with County Road No. 239, for the most southerly corner hereof;

THENCE, N 69 degrees 41' E, 163.47 feet, with the N.W. line of said County Road No. 239, to the place of BEGINNING and containing 2.00 acres of land.

This conveyance is made and accepted subject to all apparent and visible easements and right of ways. This conveyance is further made subject to any easements, restrictions, right of ways and mineral reservations of record in Williamson County, Texas, which are applicable to the property herein described and to any outstanding royalty interests against the property which are of record in Williamson County, Texas. This conveyance is further made subject to any zoning regulations by and governmental authority which affects the herein described property.

TO HAVE AND TO HOLD the above premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, her heirs and assigns forever; and I do hereby bind myself, my heirs, executor and adminstration to WARRANT AND FOREVER DEFEND all and singular the said grantee her heirs and assigns, against whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 26 day of April, A.D. 1991.

Robert G. Chapa

ROBERT G. CHAPA

Unofficial Document

(Acknowledgement)

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on the 24 day of April, 1991, by Robert G. Chapa.

DEANA BRYANT
Notary Public, State of Texas
My Commission Expires 07-27-94

Deana Bryant
Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires: 7-27-94

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me, and was duly RECORDED in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

JUN 6 1991

James S. Boyleston
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD
WILLIAMSON COUNTY, TX.
1991 JUN -5 PM 3:38
James S. Boyleston
COUNTY CLERK

Unofficial Document

EXHIBIT "B"

LOCATION MAP

Location Map:



EXHIBIT "C"

UNANIMOUS MEMBERS RESOLUTION AUTHORIZING PETITIONS FOR ETJ RELEASE

FRANCHISE TAX ACCOUNT STATUS

Unanimous Members Resolution
Authorizing Petitions for ETJ Release

DOS GRINGOS PARTNERS, LLC
108 East Bagdad Ave., Suite 100
Round Rock, TX 78664

The undersigned, Jay J Robinson and David S Hays, constituting all members of DOS GRINGOS PARTNERS, LLC (the "Company"), unanimously adopt the following resolutions by written consent:

1. Approval of petitions. The Company approves seeking release from the extraterritorial jurisdiction ("ETJ") of the City of Georgetown, Texas, of the Company's properties identified in Exhibits A and B attached to and incorporated into this resolution. This approval covers both petitions supplied to the members, identified as the "2 acres" petition and the "4 acres" petition.

2. Individual signing authority. Jay J Robinson and David S Hays, each acting individually as a Member of the Company, are authorized to sign, acknowledge, execute, and submit either or both petitions and related applications, affidavits, certifications, maps, legal descriptions, and supporting documents on behalf of the Company. Either member may act without the signature, joinder, or further approval of the other member.

3. Related actions. Each authorized member may communicate with the City of Georgetown and its representatives; coordinate with Anthony Goode of Goode Faith Engineering, LLC, and other professionals assisting with the petitions; provide supplemental information; make corrections consistent with the properties identified in Exhibits A and B; and pay filing fees and expenses reasonably necessary to pursue the requested ETJ releases.

4. Continuing authority. This resolution becomes effective when signed by both members and remains in effect until amended or revoked by written action of the Company. A copy may be furnished to the City of Georgetown or others as evidence of the authority granted herein.

By signing below, both members approve and adopt this resolution on behalf of the Company.

Jay J Robinson, Member — Date: 9/30/2026

David S Hays, Member — Date: 9/30/26

Exhibit A
Property Covered by the 2 Acres Petition

Parcel R009918 | 6150 Old 195, Florence, Texas 76527
Net acreage stated in petition: 1.9318 acres

The property is identified in the petition as follows:

BEING approximately 2.00 acres of land, situated in the J.A.F. GRAVES SURVEY, ABSTRACT NO. 244 in Williamson County, Texas, said land being a portion of that certain tract called 49.00 acres as conveyed to Otis Gore and wife, Opal Gore, by deed as recorded in Volume 751, Page 182 of the Deed Records of Williamson County, Texas and being more particularly described in a Special Warranty Deed recorded under Volume No. 2021 Page 471 of the Official Public Records of Williamson County, Texas.

SAVE AND EXCEPT that certain tract of land conveyed to Williamson County by Special Warranty Deed recorded in Document No. 2005002174 describing the dedicated right-of-way: Being 0.0682 acres of land, out of the J.A.F. GRAVES SURVEY, ABSTRACT NO. 244, same being out of and part of a 2.000 acre tract of land described in Volume 2021, Page 471, Official Deed Records, Williamson County, Texas.

Deed references identified in the petition: Estate Administrator's Deed, Instrument No. 2026055255, SAVE AND EXCEPT Special Warranty Deed, Document No. 2005002174, Official Public Records of Williamson County, Texas.

This exhibit identifies the property covered by the authorization. The petition's referenced recorded deeds and boundary exhibits govern the exact boundaries of the area requested for release.

Exhibit B
Properties Covered by the 4 Acres Petition

The three tracts listed in the petition total approximately 4.53 acres. All are situated in the J.A.F. Graves Survey, Abstract No. 244, Williamson County, Texas.

Tract 1

Parcel R519365 | CR 239, Florence, TX 76527 | 1.61 acres

Being 1.61 acres of land, more or less, out of the J.A.F. GRAVES SURVEY, ABSTRACT NO. 244 in Williamson County, Texas, being a portion of the remainder of that 14.60 acre tract as described in a Memorandum of Merger between CCR Holdings I, LLC, and CCR Holdings 2, LLC of record in Document Number 2012052088 of the Official Public Records of Williamson County, Texas.

Tract 2

Parcel R324134 | Hwy 195, Florence, TX 76527 | 2.24 acres

Being 2.24 acres of land, more or less, out of the J.A.F. GRAVES SURVEY, ABSTRACT NO. 244 in Williamson County, Texas, being a portion of the remainder of that 14.60 acre tract as described in a Memorandum of Merger between CCR Holdings I, LLC, and CCR Holdings 2, LLC of record in Document Number 2012052088 of the Official Public Records of Williamson County, Texas.

Tract 3

Parcel R519367 | CR 239, Florence, TX 76527 | 0.68 acres

Being 0.68 acres of land, out of the J.A.F. GRAVES SURVEY, ABSTRACT NO. 244 in Williamson County, Texas, being a portion of the remainder of that 14.60 acre and 26.80 acre tracts as described in a Memorandum of Merger between CCR Holdings I, LLC, and CCR Holdings 2, LLC of record in Document Number 2012052088 of the Official Public Records of Williamson County, Texas.

Deed reference identified in the petition: Document No. 2023077607, Official Public Records of Williamson County, Texas, describing Tracts 1, 2, and 3.

This exhibit identifies the properties covered by the authorization. The petition's referenced recorded deed and boundary exhibits govern the exact boundaries of the area requested for release.

FRANCHISE TAX ACCOUNT STATUS

This record as of October 1, 2026 at 11:09:34

DOS GRINGOS PARTNERS, LLC

Texas Taxpayer Number:	32070895944
Mailing Address:	108 E BAGDAD AVE STE 100 ROUND ROCK, TX 78664 - 5257
Right to Transact Business in Texas:	ACTIVE
State of Formation:	TX
SOS Registration Status (SOS status updated each business day):	ACTIVE
Effective SOS Registration Date:	05/30/2019
Texas SOS File Number:	0803332200
Registered Agent Name:	JAY ROBINSON
Registered Office Street Address:	108 EAST BAGDAD AVE. ROUND ROCK, TX 78664

Public Information Report for Year 2024

Title	Name and Address
MEMBER	**DAVID HAYS** 2912 GABRIAL VIEW DR. GEORGETOWN, TX 78628 **Source:** SOS
DIRECTOR	**JAY J ROBINSON** 14009 FM 2769 LEANDER, TX 78641 **Source:** SOS

Information on this site is obtained from the most recent Public Information Report (PIR) submitted to the Comptroller of Public Accounts (CPA) or from the most recent PIR processed by the Secretary of State (SOS). Annual PIRs submitted to the CPA are forwarded to the SOS.

Exhibit B to Resolution

Legal Description and Map

Exhibit A
Property Covered by the 2 Acres Petition

Parcel R009918 | 6150 Old 195, Florence, Texas 76527
Net acreage stated in petition: 1.9318 acres

The property is identified in the petition as follows:

BEING approximately 2.00 acres of land, situated in the J.A.F. GRAVES SURVEY, ABSTRACT NO. 244 in Williamson County, Texas, said land being a portion of that certain tract called 49.00 acres as conveyed to Otis Gore and wife, Opal Gore, by deed as recorded in Volume 751, Page 182 of the Deed Records of Williamson County, Texas and being more particularly described in a Special Warranty Deed recorded under Volume No. 2021 Page 471 of the Official Public Records of Williamson County, Texas.

SAVE AND EXCEPT that certain tract of land conveyed to Williamson County by Special Warranty Deed recorded in Document No. 2005002174 describing the dedicated right-of-way: Being 0.0682 acres of land, out of the J.A.F. GRAVES SURVEY, ABSTRACT NO. 244, same being out of and part of a 2.000 acre tract of land described in Volume 2021, Page 471, Official Deed Records, Williamson County, Texas.

Deed references identified in the petition: Estate Administrator's Deed, Instrument No. 2026055255, SAVE AND EXCEPT Special Warranty Deed, Document No. 2005002174, Official Public Records of Williamson County, Texas.

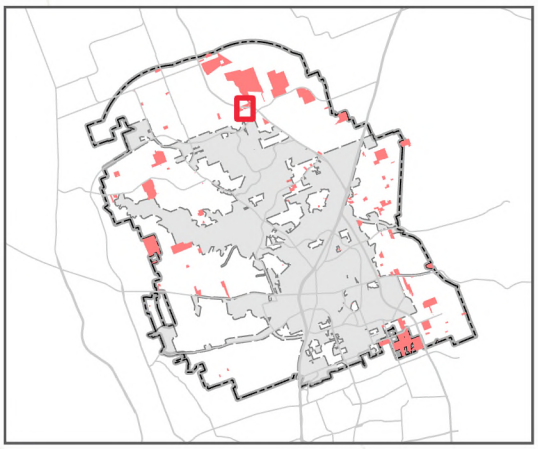
This exhibit identifies the property covered by the authorization. The petition's referenced recorded deeds and boundary exhibits govern the exact boundaries of the area requested for release.

Location Map:



Petitioned for ETJ Removal

DOS GRINGOS PARTNERS LLC 1.93 AC



SH 195

195

Rattlesnake Rd

900 ft

878 ft

850 ft

Berry Creek

Property

Georgetown ETJ

City limits

0 300 600

US Feet

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Resolution - Ratification of Temporary Interfund Loan from Water Fund to Airport Fund

SUGGESTED ACTION:
Consideration and possible action to authorize an interfund loan of up to $2.5 million from the Water Fund to the Airport Fund to provide temporary funding for a property acquisition, with repayment to the Water Fund following reimbursement from TxDOT and no later than one year after the loan date -- Eric Johnson, Public Works Director, and Matthew Sommerfeld, Airport Manager

ITEM SUMMARY:
City Council previously considered and approved the Georgetown Executive Airport for the purchase of 29.156 acres at 350 Serenada Drive through a TxDOT Aviation reimbursable grant. At its August 25, 2026 meeting, City Council approved a resolution documenting the City's support for the grant. The $2.5 million property acquisition is anticipated to be funded 95% by TxDOT and 5% by the City, with an anticipated City share of $125,000.00.

Because the TxDOT grant is reimbursable, the Airport must initially fund the property acquisition and receive reimbursement from TxDOT after the purchase and applicable grant requirements are completed. This item authorizes a temporary interfund loan of up to $2.5 million from the Water Fund to the Airport Fund to provide the cash flow necessary to complete the property purchase.

Following completion of the acquisition, the Airport will submit the eligible costs for reimbursement through the TxDOT grant. Upon receipt of the reimbursement, the Airport Fund will repay the Water Fund. This loan addresses the timing difference between the property purchase and receipt of the grant reimbursement, with repayment to the Water Fund following TxDOT reimbursement and no later than one year from the loan date.

FINANCIAL IMPACT:
The property acquisition is estimated at $2,500,000.00 and is anticipated to be funded 95% through a reimbursable TxDOT Aviation grant and 5% through the City's required local match, resulting in an anticipated net City share of $125,000.00.

SUBMITTED BY:
Anne Pogson, Public Works

ATTACHMENTS:
Resolution for Interfund Loan to Airport_10.13.2026.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AUTHORIZING AN INTERFUND LOAN OF UP TO $2.5 MILLION FROM THE WATER FUND TO THE AIRPORT FUND PRIOR TO REIMBURSEMENT FROM TXDOT; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Georgetown previously approved the acquisition of approximately 29.156 acres located at 350 Serenada Drive; and

WHEREAS, the acquisition is eligible for reimbursement through a grant from the Texas Department of Transportation ("TxDOT"); and

WHEREAS, in order to acquire the property prior to reimbursement from TxDOT, the Airport Fund requires a $2.5 million loan from the Water Fund; and

WHEREAS, the City Council has reviewed the interfund loan and determined the interfund loan will allow the City to complete the property acquisition while awaiting reimbursement from TxDOT.

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. An interfund loan of up to $2.5 million from the Water Fund to the Airport Fund is hereby authorized for the purpose of providing temporary funding for the acquisition of 350 Serenada Drive.

Section 4. The funds loaned pursuant to Section 3 shall be repaid to the Water Fund from the proceeds of the applicable TxDOT reimbursement following receipt by the Airport Fund, but in no event later than one year from the date of the loan. The outstanding principal balance shall accrue simple interest at a rate of 3.23% per annum, calculated on the outstanding principal balance for the actual period the funds remain loaned.

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 October 13, 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
October 13, 2026

SUBJECT:
Appointment of Ethics Commission

SUGGESTED ACTION:
Consideration and possible action to confirm the appointment of the Ethics Commission, with designations by each councilmember -- Mayor Josh Schroeder

ITEM SUMMARY:
The following people have agreed to serve on the 2027 Ethics Commission. Terms begin October 1, 2026. The Ethics Commission is governed by Chapter 2.20 - Ethics of the Georgetown Code of Ordinances. Recommended members are shown on the attached list.

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:
Ethics Commission Appointments by District FY 2027.pdf

Ethics Commission Appointments by District FY 2027

Mayor Rep	Jusak Bernhard
District 1 Rep	Michael Walton
District 2 Rep	Britnee Gregorie
District 3 Rep	Scott Singer
District 4 Rep	Joe Orsak
District 5 Rep	Peter Bahrs
District 6 Rep	Jared Pyka
District 7 Rep	Susy Turnbull

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Authorization for City of Georgetown to join Central Texas Alliance

SUGGESTED ACTION:
Consideration and possible action to authorize the City Manager to join the Central Texas Alliance, a 501(c)(6) organization, on behalf of the City of Georgetown; pay applicable membership dues, allocate City staff time and resources necessary to fulfill the City's responsibilities of membership, and take other actions necessary to effectuate the City's participation in the organization -- Jack Daly, Assistant City Manager

ITEM SUMMARY:
This item is to authorize the City Manager to join the Central Texas Alliance (CTxA), a 501(c)(6) organization, on behalf of the City of Georgetown; to pay applicable membership dues; to allocate City staff time and resources necessary to support participation; and to take other actions necessary to effectuate the City's membership.

The Central Texas Alliance is a cross-sector coalition of civic, business, economic development, academic, and community organizations focused on the Austin–San Antonio corridor, a 13-county region with a population of over 5 million. The organization aspires to conduct research, convene regional stakeholders, and engage in policy advocacy on issues associated with regional growth, including housing, infrastructure, water and energy resources, mobility, and workforce.

Membership includes, amongst others, municipalities, counties, and other regional partners. Approval of this item formalizes the City's participation and provides documentation supporting the expenditure of public funds for membership dues and associated staff activities.

FINANCIAL IMPACT:
Membership structure:
Per Capita Formula: $0.085 X Population
Georgetown 2026 Population Estimate: 118,129
Annual Dues: 118,129 X $0.085 = $10,040

SUBMITTED BY:
Danella Elliott, City Manager's Office

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Southland Industries - HVAC Replacements

SUGGESTED ACTION:
Consideration and possible action to execute a one-year agreement, with two one-year renewals to Southland Industries, of Austin Texas through Choice Partners Contract CSP 25-035MR-60 for heating, ventilation and air conditioning (HVAC) replacements in the total amount of $1,200,000.00, with an annual not to exceed amount of $400,000.00 -- Eric Johnson, Public Works Director, and Trish Long, Facility Services Manager

ITEM SUMMARY:
This contract is to provide heating, ventilation, and air conditioning (HVAC) replacement at City facilities. The City is proposing the agreement based on the Choice Partners Contract CSP 25-035MR-60. These services include replacement of existing HVAC units. The City has used the Southland Industries since 2017, including HVAC replacement. Southland has technicians assigned to our facilities that are familiar with our HVAC equipment and facility needs. As a result of Brandt's level of service to the City we have seen improvements in equipment performance.

FINANCIAL IMPACT:
Estimated annual amount of $400,000 for HVAC replacements for all City facilities is budgeted annually in the Facility Services Internal Service Fund.

SUBMITTED BY:
Lauren Wilson, Public Works

ATTACHMENTS:
27-0004-SC Supplemental Agreement_Southland_HVAC Replacement [vendor signed].pdf

SUPPLEMENTAL AGREEMENT WITH THE CITY OF GEORGETOWN, TEXAS

RECITALS

WHEREAS, the City desires to purchase planned and required HVAC equipment replacements; and

WHEREAS, the City is a member of the Choice Partners Cooperative and Contractor is an approved Cooperative vendor through Choice Partners Contract CP 25-035MR-60 with Southland Industries for Maintenance (All Trades) (TEC 44.031) and Component for Single Trade Job Order Contracting (TGC 2269) (the "Cooperative Agreement"); and

WHEREAS, the City is permitted to make purchases pursuant to a cooperative agreement in accordance with Texas Local Government Code Section 271.102 and a City making a purchase in accordance with Subchapter F of Chapter 271 of the Local Government Code satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services; and

WHEREAS, the City desires to purchase certain goods and services from the Contractor pursuant to the Cooperative Agreement and in accordance with the supplemental terms contained herein; and

WHEREAS, the City desires to purchase certain goods and services from the Contractor pursuant to the Cooperative Agreement; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

AGREEMENT

This Supplemental Agreement (the "Agreement") is entered into and made effective on the _____ day of _____, _____ by and between the **City of Georgetown**, a Texas home-rule municipal corporation (the "City"), and **Southland Industries** (the "Contractor"), pursuant to the Choice Partners Contract CP 25-035MR for the following work: **planned and required HVAC equipment replacements**, as described in the Scope of Work, attached as **Exhibit A.**

1. **Consideration.** In consideration for the services performed in the Scope of Work and Contractor's completion of work in conformity with this Agreement, the City shall pay the

Contractor an annual amount not to exceed **four hundred thousand dollars and no cents ($400,000.00)**.

2. **Term.** This Agreement shall become effective on the date signed by the City. The initial term of the Agreement is through September 30, 2027, with the option to renew for two (2) additional one (1) year terms on the same terms and conditions. Any renewal must be in writing and executed by the parties.

3. **Cooperative Agreement**. The Parties agree the purchase of the planned and required HVAC equipment replacements agreed to pursuant to this Agreement are in accordance with the terms and conditions of the Cooperative Agreement. The Cooperative Agreement, available through Choice Partners at https://www.choicepartners.org/, is hereby incorporated at Exhibit C by reference.

4. **Cooperative Agreement Terms Prevail**. In the event there is a conflict between a term in Exhibit C, the body of this Agreement, and any attached or incorporated exhibit, the terms of Exhibit C prevail. In the event there is a conflict between this Agreement and any of the exhibits, the order of precedence shall be Exhibit C, this Agreement, Exhibit A, Exhibit D, Exhibit E, Exhibit B, and Exhibit F.

5. **Payment Application.** The Contractor shall invoice the City the Friday following the completion the completion of the services, the Contractor will submit its payment application to the City.

6. **City's Payment and Approval**. All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Contractor within thirty days after of receipt of a correct payment application for services. The Contractor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Contractor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Contractor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the payment application is not mailed to the City in accordance with this Agreement.

7. **Non-Appropriation**. This Agreement is a commitment of City's current revenues only. 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 Contractor a written notice of termination at the end of its then current fiscal year.

8. **Executed Agreement. The Contractor shall not commence any work under this Agreement until the City provides written notice to proceed (the "Notice to Proceed"), which shall not occur until this Agreement is fully executed and all exhibits and other attachments are completely executed and attached to the Agreement.**

9. **Change Orders.** Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the scope of the work except in the event of a duly authorized change order approved by the City as provided in this Agreement.

10. **Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

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

12. **INDEMNIFICATION. THE CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.**

13. **RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND**

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

14. **Performance.** Contractor, its employees, associates, and/or subcontractors shall perform all the services described in the Scope of Work in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner in accordance with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.

15. **Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.

16. **Termination for Cause.** In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party. In addition to all other remedies available under law and in equity, the City may remove the Contractor from the City's Contractor list in the event that this Agreement is terminated for cause and any offer submitted by the Contractor may be disqualified for up to three (3) years.

17. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Contractor pursuant to this Agreement. Contractor shall deliver all documents or other work product to the City upon request, including original versions if specified in the request.

18. **Taxes.** The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project

and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

19. **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the information of the other party ("Confidential Information") 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. Parties shall endeavor to designate Confidential Information 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. This paragraph shall survive the term of the Agreement.

20. **Notices.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Contractor:

Southland Industries
ATTN Counsel
19001 N Heatherwilde Blvd 120
Pflugerville, Texas 78660
Brandon.barnes@southlandind.com

Notice to the City:

City of Georgetown
ATTN: City Manager
P.O. Box 409
Georgetown, Texas 78627
david.morgan@georgetown.org

With a copy to:

City of Georgetown
ATTN: City Attorney
P.O. Box 409
Georgetown, Texas 78627
skye.masson@georgetown.org

21. **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. The Contractor's services shall be those of an independent contractor. This Agreement does not grant any rights or privileges established for employees of the City. Contractor shall not be within protection or coverage of any insurance that the City, from time to time, may have in force. The City will not be responsible for reporting or paying employment taxes or other

similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.

22. **Force Majeure.** The City and the Contractor will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Contractor shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

23. **Nondiscrimination.** The Contractor, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.

24. **Right to Audit**. The Contractor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Contractor records related to the performance under this Agreement. The Contractor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

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

26. **Bonds.**

    a. General.

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

        ii. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, Contractor shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to City.

        iii. When Performance Bonds and/or Payment Bonds are required, each shall be issued in an amount of one hundred percent (100%) of the Contract Amount as security for the faithful performance and/or payment of all Contractor's obligations under the Contract Documents. Performance Bonds and Payment

Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by City pursuant to applicable law. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of 10 percent of its capital and surplus. Such a surety must reinsure any obligations over 10 percent.

b. Performance Bond.

   i. If the Contract Amount exceeds $100,000, Contractor shall furnish City with a Performance Bond in the form set out by City. The Performance Bond shall be effective for the Contract Time and through all warranty period(s).

   ii. If the Contract Amount exceeds $50,000 but is less than or equal to $100,000, Contractor shall furnish City with a Performance Bond in the form set out by City, unless the original Contract Time is 60 Calendar Days or less, in which case Contractor can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no money will be paid to Contractor until completion and acceptance of the Work by City; Contractor shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the one year warranty period.

   iii. If the Contract Amount is less than or equal to $50,000, Contractor will not be required to furnish a Performance Bond.

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

c. Payment Bond.

   i. If the Contract Amount exceeds $50,000, Contractor shall furnish City with a Payment Bond in the form set out by City.

   ii. If the Contract Amount is less than or equal to $50,000, Contractor will not be required to furnish a Payment Bond; provided that no money will be paid to Contractor until completion and acceptance of the Work by City.

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

e. Bond Indemnification. The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Tex. Gov't Code, Chapter

2253. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, THE CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD THE CITY HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.

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

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

h. Payment Claims when Payment Bond is not required. The rights of Subcontractors regarding payment are governed by Tex. Prop. Code, §§53.231 – 53.239 when the value of the Contract between the City and the Contractor is less than $25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claim.

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

27. Retainage.

a. Withholding. From each payment due to the Contractor for work performed under this Agreement, the City may withhold retainage in an amount not to exceed five percent (5%) of the amount of that payment. In no event shall the total retainage withheld exceed ten percent (10%) of the Contract price, and the rate of retainage shall not exceed ten percent (10%) for any item in any bid schedule or schedule of values for the work, including materials and equipment delivered on site to be installed. Retainage secures the Contractor's faithful performance of this Agreement.

b. Substantial Completion. For purposes of this Agreement, a discrete replacement or installation project (each, a "Project") ordered under this Agreement is "substantially complete" when the Contractor has completed the Project in accordance with the applicable scope, purchase order, or task order such that the City can occupy or use the replaced or installed HVAC equipment for its intended purpose, subject only to the completion of minor punch-list items that do not materially impair such use.

c. Release. The City may release all or a portion of the retainage for (i) substantially completed portions of a Project, or (ii) fully completed and accepted portions of a Project. The City shall pay any remaining retainage, together with any interest earned on it, to the Contractor upon completion of the work required to be performed under this Agreement.

d. No Withholding After Completion. The City shall not withhold retainage:
   i. after completion of the work required to be performed under this Agreement by the Contractor, including during any warranty period; or
   ii. for the purpose of requiring the Contractor, after completion of that work, to perform work on manufactured goods or systems that were specified by the designer of record and properly installed by the Contractor.

e. Accounting Records. The City shall maintain an accurate record accounting for the retainage withheld on periodic contract payments and the retainage released to the Contractor under this Agreement.

f. Prompt Payment and Prevailing Wage Unaffected. Release of retainage under this Section is subject to the Texas Prompt Payment Act (Texas Government Code, Chapter 2251). Nothing in this Section limits the City's separate ability to retain amounts due under Chapter 2258 of the Texas Government Code.

28. **Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Contractor certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

29. **Contractor Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

30. **Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

31. **Contractor Certification Regarding Boycotting Firearm and Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification

is inaccurate.

32. **No Waiver.** No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

33. **Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.

34. **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.

35. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. Venue shall be the applicable courts of Williamson County, Texas.

36. **Dispute Resolution.** If either the Contractor or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

37. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph.

38. **Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Contractor.

39. **Duplicate Originals.** The parties may execute this Agreement in duplicate originals, each of equal dignity.

40. **Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement

for all purposes.

41. **Entire Agreement.** This Agreement, with all exhibits, attachments, and appendices attached, represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject of this Agreement.

List of Exhibits

Exhibit A – Scope of Work
Exhibit B – Contractor's Proposal and Price List
Exhibit C – Cooperative Agreement
Exhibit D – Payment Schedule
Exhibit E – Insurance Requirements
Exhibit F – Certificates of Insurance

[*signatures on the following page*]

CITY OF GEORGETOWN

By: _____

Name: Josh Schroeder, Mayor

Date: _____

CONTRACTOR

By: Scott Burrows

Name, Title: Scott Burrows
Operations mgr

Date: 9/15/26

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A
SCOPE OF WORK

The terms and conditions of this Agreement shall take precedence and control over any term or provision of the Scope of Work that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.

1. Work. The Contractor shall provide all materials and preform all labor needed for City planned and required HVAC equipment replacements.

2. Each Project.
    a. A Project means a discrete replacement or installation project (each, a "Project") ordered pursuant to a work order or service ticket under this Agreement.
    b. Major Repairs
        i. Major repairs are those repairs with an estimated cost exceeding $5,000.00.
        ii. All major repairs with an estimated cost up to $50,000 will be on a quote basis for these repairs and implemented only after approval by the Public Works Director.
        iii. All major repairs with an estimated cost exceeding $100,000 will be on a quote basis for these repairs and implemented only after approval of the City Manager.
        iv. Facilities reserve the right to request competing bids from other vendors for all quoted repairs.
    c. Communication Requirements
        i. All Work Orders/Service Tickets must be emailed to: facilitiesgroup@georgetowntexas.gov
        ii. All technicians must call Facilities On-Call at 512-930-8155 when enroute to location and upon completion of any work prior to departing the site.

3. The Contractor shall provide the following upon request by the City:
    a. Replacement HVAC Equipment
        i. Correctly sized units that meet/exceed the specs of equipment currently installed as long as meeting the specifications comply with Texas and Federal law.
        ii. All required accessories for proper unit operation
        iii. All required specified refrigerant for proper unit operation
        iv. All required specialty equipment to complete installation (crane, duct jack, etc.)
    b. HVAC Installation Labor
        i. The Contractor and any subcontractor contracted shall be licensed in accordance with the Texas Labor Code and any other applicable Texas and Federal law.

ii. The Contractor and any subcontractor shall be certified and/or trained for the services and equipment uninstalled, installed, or service as required by Texas and Federal law.
iii. All labor required to decommission and remove old equipment
iv. All labor required to install and start-up new equipment
v. Traffic Control when applicable
vi. Ensure all required safety concerns are appropriately assessed and addressed

4. The Contractor shall provide the Services in a timely manner. The Contractor's response times shall meet exceed the following maximums:
    i. Standard service request – 24-48 hours
    ii. Emergency Service Request – 2 hours
    iii. Completion timelines will be contingent upon lead times of required materials.

EXHIBIT B
CONTRACTOR'S PROPOSAL AND PRICE LIST

25/035MR Addendum 1
The Brandt Companies, LLC
Supplier Response

Event Information

Number:	25/035MR Addendum 1
Title:	Maintenance (All Trades) and Job Order Contracting (JOC-IDIQ) Single Trade Component
Type:	CSP
Issue Date:	4/18/2025
Deadline:	6/27/2025 02:00 PM (CT)
Notes:	It is HCDE/CP policy not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping condition in its programs. HCDE/CP is announcing the release of the following Request for Proposal (RFP): ***25/035MR*** for ***Maintenance (All Trades) and Job Order Contracting (JOC-IDIQ)***. Bid documents may be obtained at https://hcdeebid.ionwave.net. Any questions related to this bid should be submitted to https://www.choicepartners.org/current-rfps. Interested proposers are encouraged to thoroughly read the RFP.

Contact Information

Contact: Michael Robles
Address: Choice Partners
6005 Westview Drive
Houston, TX 77055
Email: michael@choicepartners.org

The Brandt Companies, LLC Information

Address: 1728 Briercroft Ct.
Carrollton, TX 75006
Phone: (972) 395-6000
Web Address: brandt-companies.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Donna Stiles
Signature

donna.stiles@brandt.us
Email

Submitted at 6/20/2025 11:38:36 AM (CT)

Requested Attachments

10.0 Required Attachment — Choice Partners 25-035 MR 10.0 Attachment Packet Signed.pdf

Upload the completed, executed, dated, and electronically signed (ex: DocuSign) or wet signature documents. If wet signature is used, the originals MUST be mailed or hand delivered within 5 business days of the bid closing to Choice Partners, 6005 Westview Drive, Houston, TX 77055 with the RFP number and title clearly marked on the outside of the envelope. Failure to include/upload these items may result in non-award.

Company Logo — brandt_trademark.pdf

Upload your company logo

Texas Ethics Commission Form 1295 — Form 1295.pdf

Upload TEC Form 1295 with the unique number and form signed, HCDE/CP's acknowledgement of Form 1295 does not mean HCDE/CP is making a recommendation of award to our Board.

Marketing Plan — Marketing.pdf

Upload a sample marketing flyer, email blast, etc. that you would use if awarded this contract.

Insurance — COI 25035MR Choice Partners_4185044_20250424.pdf

Upload a copy of your current certificate of insurance as stated in section 5.44

Previous Work History — Completed Govt Work 5.2025.pdf

Projects completed for local government entities within the past 5 years. Other projects completed within the past 10 years.

Org Chart — Org. Charts.pdf

Proposed personnel / organization chart

Financial Capability — 2024 Financial Summary.pdf

Vendors financial capability (ex. Financial statement, balance sheet, etc.) for the last 3 years; stamped Confidential.

QA/QC Program — QAQC Program.pdf

Quality Assurance/Quality Control Program (description can be found under the attribute #75 in eBid.)

Environmental Policy & Green Initiative — Sustainability Brochure.pdf

HCDE/CP is committed to reducing waste and promoting energy conservation. Provide your company's environmental policy & green initiative.

Certifications — MWBE GOAL STRATEGIES.pdf

Upload certifications (ex. MWBE, HUB, SBE, etc.)

Accreditations, Endorsements, Certifications or Licenses

Licenses - Branch Assignment - Rev. 20250311 (1).pdf

Accreditations, Endorsements, Certifications, or Licenses that are industry-specific for this proposal.

Exceptions to Contract

25035MR Trades (JOC) - Redline.pdf

Exceptions and additional terms and conditions to the contract MUST be red-lined in the Terms and Conditions section 5.0 and uploaded here. Failure to include/upload these exceptions and/or additional terms and conditions may result in non-award or rescindment of a contract and will result in non-acceptance of any exceptions and additional terms and conditions. Any negotiations related to this must be finalized with sixty (60) days of CSP close date.

Maintenance Rates for Labor

25-035MR Labor & Material Rates 2025.pdf

This is the pricing sheet you will use for time costs when doing service/maintenance work for our members.

Unit Price Book Example

Econverge Sample.pdf

Sample estimate which will show us your demonstrated ability to perform job order contracting service estimating with the line item estimates that you attached here. Not attaching an example could disqualify you.

Materials Maintenance Pricing

25-035MR Labor & Material Rates 2025.pdf

This is the pricing you will use for material when doing service/maintenance work for our members. Catalogs or pricing methodology such as cost plus a percentage.

Bid Attributes

1	**Company Name** Please provide your Legal Company Name (as listed on Box 1 of W-9) The Brandt Companies, LLC
2	**Company Street Address** Please provide your company street address. 8848 N. Sam Houston Parkway West, Ste. 410
3	**Company City** Please provide your company city. Houston
4	**Company State** Please provide your company state. Texas
5	**Company Zip Code** Please provide your company zip code. 77064
6	**Company Phone** Please provide your company phone number. (832) 714-3200

7 Company Website

Please provide your company's website address. A website is mandatory for consideration with this proposal. This should be a page that describes the products/services for which you were awarded the contract - if you have many products/services not within the award, it is best to create a unique landing page for our members.

www.Brandt.us

8 Company Description

Please provide a short description of your company (255 characters max). This information will be used on the Choice Partners website to market your contract to our members.

Fully integrated mechanical, electrical, and plumbing construction and services. Offices in Dallas, Fort Worth, Waco, Austin, San Antonio, Corpus Christi, and Houston

9 Geographic Coverage

Can your contract with Choice Partners be accessed locally, statewide, or nationally by our members?

Statewide

10 Geographic Coverage (Continued)

If "Statewide" or "Locally" was selected, please select the State covered.

If "Nationally", select N/A

Texas

11 **Regions Covered**

If "Locally" was selected, please select which Education Service Center (ESC) Region(s) the vendor's products/services can be offered.

If not, select "N/A"

A list of Regional Education Service Centers (ESC) is available:
Regional ESC - Map

- ☑ 00 - All Regions
- ☑ 01 - Edinburg
- ☑ 02 - Corpus Christi
- ☑ 03 - Victoria
- ☑ 04 - Houston
- ☑ 05 - Beaumont
- ☑ 06 - Huntsville
- ☑ 07 - Kilgore
- ☑ 08 - Mt. Pleasant
- ☑ 09 - Wichita Falls
- ☑ 10 - Richardson
- ☑ 11 - Fort Worth
- ☑ 12 - Waco
- ☑ 13 - Austin
- ☑ 14 - Abilene
- ☑ 15 - San Angelo
- ☑ 16 - Amarillo
- ☑ 17 - Lubbock
- ☑ 18 - Midland
- ☑ 19 - El Paso
- ☑ 20 - San Antonio
- ☐ 99 - N/A

12 **Principal Place of Business**

List the City and State of Vendor's principal place of business.

To comply with the non-resident vendor laws detailed in TEX. GOV'T. CODE Chapter 2252, HCDE/CP must determine the residency of its vendors. HCDE/CP may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located. See TEX. GOV'T. CODE 2252.003. This requirement does not apply to a contract involving federal funds. "Resident bidder" is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. "Nonresident bidder" is a person who is not a resident. See TEX. GOV'T. CODE 2252.001.

1728 Briercroft Ct., Carrollton, Texas 75006

13 **Annual Sales**

What is your company's annual sales volume in dollars?

$802000000.00

14 **Years in Business**

How many years has your company been in business?

75

15 **FTE's**

How many full time employees (FTE's) does your company have?

2900

16 **Employees in State**

State whether the proposer or the proposer's ultimate parent company or majority owner employs at least 500 persons in this state (Texas).

Yes, our company has 500 or more in state

17 **Minority-Owned Business (MBE)**

MBE businesses are at least 51 percent owned by one or more minority individuals, or in the case of any publicly owned business, at least 51 percent stock is owned by one or more minorities; daily business operations are managed and directed by one or more minority owners. A minority is generally defined as an individual who is Asian American, African American, Hispanic or Native American. *See, e.g.,* FAR 1426.7101.

Please indicate if your company is currently a MBE. If your company is not a MBE, please indicate by selecting "***None***".

If selecting "***Yes***" please **upload** the appropriate certificate(s) in the ***Response Attachments*** Section of this RFP.

None

18 **Historically Underutilized Business (HUB)**

Texas Statewide Historically Underutilized Business Program. Please indicate if your company is currently certified as Historically Underutilized Business (HUB). If your company is not a HUB, please indicate by selecting "***None***".

If selecting "***Yes***" a certificate is required for this classification and must be **upload** the appropriate certificate(s) in the **Response Attachments** Section of this RFP.

None

19 **Small Business Concern (SBE)**

Please indicate if your company is currently certified as **Small Business Concern (SBE)**. SBE's are businesses that are independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria and size standards in 13CFR Part 12. *See* FAR 52.219-8, 13 CFR Part 121, and 13 CFR 121.410

If your company is not an SBE, please indicate by selecting "***None***".

If selecting "***Yes***" please **upload** the appropriate certificate(s) in the **Response Attachments** Section of this RFP.

None

20 **Persons with Disabilities Business Enterprise (PDBE)**

Please indicate if your company is currently certified as **Persons with Disabilities Business Enterprise (PDBE)**. If your company is **not** an **PDBE**, please indicate by selecting "***None***".

If selecting "***Yes***" please **upload** the appropriate certificate(s) in the **Response Attachments** Section of this RFP.

None

21 **Disadvantaged Business Enterprise (DBE)**

Please indicate if your company is currently certified as **Disadvantaged Business Enterprise (DBE)**. If your company is **not** a **DBE**, please indicate by selecting "***None***".

If selecting "***Yes***" please **upload** the appropriate certificate(s) in the **Response Attachments** Section of this RFP.

None

22 **Veteran-Owned Small Business Concern (VOB)**

Veteran-Owned Small Business are a business, not less than 51 percent of which are owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and the management and daily business operations of which are controlled by one or more veterans. *See* FAR 52-219-8.

If selecting "***Yes***" a certificate is required for this classification and must be **upload** the appropriate certificate(s) in the **Response Attachments** Section of this RFP.

If your company is **not** a **VOB** , please indicate by selecting "***None***".

None

23 **Catalog Discount**

Indicate any list price adjustment (**percentage off**) you intend on providing during the contract period, the **type** of pricing and on what it is based (**CPI**, **MSRP**, **Price List**, **Website Pricing**, **Catalog**).

(Example: 10-20% off Catalog MSRP)

Then **upload** the corresponding **catalog** in the **Response Attachments** Section of this RFP.

20% off a catalog and/or list price

24 **Pricing / Payment Information**

In addition to the typical unit pricing furnished herein, vendor **agrees** to offer all future product introductions at prices that are proportionate to the contract price(s).

If selecting "***No***" please **upload** a statement detailing how pricing will be calculated for HCDE/CP Members in the Response Attachments Section of this RFP.

Yes

25 **Pricing / Payment Information (Continued)**

Pricing submitted **shall** include the required CP administrative fee.

If selecting "***No***" your proposal will be deemed non-responsive.

Yes

26	**Pricing / Payment Information (Continued)** Vendor **agrees** to remit to HCDE/CP the required administrative fee. Yes
27	**Pricing / Payment Information (Continued)** Additional discounts for purchase of a guaranteed quantity Yes
28	**Pricing / Payment Information (Continued)** Pricing submitted includes all transportation charges (FOB Destination). ***Separate/additional** transportation charges **will not** be paid by HCDE/CP or member. Yes
29	**Pricing/Payment Information (Continued)** Vendor will accept all forms of Purchase Orders. Yes
30	**Pricing/Payment Information (Continued)** Does the vendor require HCDE/CP member to provide Tax Exempt Forms for each Purchase Order? Yes
31	**Pricing/Payment Information (Continued)** Capable of handling Electronic Funds Transfer (EFT) payment(s). If "yes", detail which EFT formats (CTX, CPT, etc.) vendor supports below on #33. Yes
32	**Pricing/Payment Information (Continued)** Please list supported EFT payment formats Automated Clearing House
33	**Pricing/Payment Information (Continued)** Does the vendor require credit requirements of HCDE/CP and/or member prior to acceptance of a Purchase Order? If "yes", describe the credit requirements below in attribute #33. Yes
34	**Pricing/Payment Information (Continued)** Describe credit requirements. Funding, D&B ratings, typical AR history, available extended credit limits, tax exemption, and bill to and AR contacts

35 **Pricing/Payment Information (Continued)**

Is vendor licensed for all states indicated in Attribute #11-12 Geographic Coverage?

If "***no***", list which state(s) vendor **does not** have required licenses and why below on #35.

Yes

36 **Pricing/Payment Information (Continued)**

List of state(s) vendor does not have licensing and why

N/A Services only applicable to Texas

37 **E-Commerce**

Vendor has E-Commerce capabilities.

Yes

38 **References**

The vendor is to submit three (3) references that have contracted with their company to provide like products and/or services. Include the entity name, phone number, contact person, and email address. It is recommended that the vendor use school districts or other local governmental agencies equal to Choice Partners in size and structure, if possible.

Please contact your references before including in this section. CP will send a brief email survey to your references, so use current email addresses. References will have a very short response time, so please encourage them to respond immediately when they receive our email.

Reference responses will affect your scoring.

39 **Reference #1 Entity Name**

List the entity name for Reference #1

Houston Independent School District

40 **Reference #1 Contact Person**

List the contact person for Reference #1

Ricardo Hinojosa

41 **Reference #1 Phone Number**

Include the phone number for Reference #1

(713) 696-6163

42 **Reference #1 Email Address**

List the email address for Reference #1.

*Please confirm **correct** email address with your reference before submitting.*

RHinojo2@houstonisd.org

43 **Reference #2 Entity Name**

List the entity name for Reference #2

City of Houston

44	**Reference #2 Contact Person** List the contact person for Reference #2 James Reddington
45	**Reference #2 Phone Number** List the phone number for Reference #2 (832) 393-8001
46	**Reference #2 Email Address** List the email address for Reference #2. *Please confirm **correct** email address with your reference before submitting.* James.Reddington@houstontx.gov
47	**Reference #3 Entity Name** List the entity name for Reference #3 Harris Health Systems
48	**Reference #3 Contact Person** List the contact person for Reference #3 Aniceto Villarreal
49	**Reference #3 Phone Number** List the phone number for Reference #3 (832) 630-1472
50	**Reference #3 Email Address** List the email address for Reference #3. *Please confirm **correct** email address with your reference before submitting.* aniceto.villarreal@harrishealth.org
51	**Purchase Order/Quote Contact Name** Please list the contact name of the individual that is responsible for purchase orders and quotes from HCDE / CP members Trey Calvery
52	**Purchase Order/Quote Contact Phone Number** Please list the phone number of the individual that is responsible for purchase orders and quotes from HCDE/CP members. (832) 649-0450
53	**Purchase Order Contact Email Address** Please list the email address of the individual that is responsible for processing and confirming purchase orders. Trey.Calvery@brandt.us

54 **Marketing Contact**

Please list the contact name of the individual that is responsible for marketing your company

Sheila Beckner

55 **Marketing Contact Phone Number**

Please list the phone number of the individual that is responsible for marketing your company.

(214) 557-1801

56 **Marketing Contact Email Address**

Please list the email address of the individual that is responsible for marketing your company.

Brandt-Marketing@brandt.us

57 **Accounting Contact Name**

Please list the contact name of the individual that is responsible for accounts payable for your company.

Rebekyah Brewer

58 **Accounting Contact Phone Number**

Please list the phone number of the individual that is responsible for accounts payable for your company.

(972) 395-6000

59 **Accounting Contact Email Address**

Please list the email address of the individual that is responsible for accounts payable for your company.

AccountsReceivable@brandt.us

60 **Administrative Fee Contact Name**

Please list the contact name of the individual that is responsible for completing and returning monthly usage reports for your company.

Toni Whitaker

61 **Administrative Fee Contact Phone Number**

Please list the phone number of the individual that is responsible for completing and returning monthly usage reports for your company.

(832) 714-3300

62 **Administrative Fee Contact Email Address**

Please list the email address of the individual responsible for completing and returning monthly usage reports for your company.

toni.whitaker@brandt.us

63 **Monthly Usage Reporting**

Monthly reports showing contract usage are a mandatory part of contract terms for this proposal.

Please indicate that you understand this commitment and ***will send*** reports **monthly**.

Yes, I understand and will send reports monthly

64 **Conference Participation**

Vendor agrees, as part of its educational marketing programs, to participate in statewide or regional conferences (approximately five per year).

Yes

65 **Training**

Training

A. Describe how vendor will interact with HCDE/CP or CP Member.

B. Describe vendor's training program for HCDE/CP staff and/or CP member for a proposed schedule of topics and include any proposed training literature or materials.

C. Describe the scope of training opportunities vendor will make available to HCDE/CP and/or CP members, as needed.

Brandt offers onsite technical MEP training for end users to help them best manage their facilities and operations. We welcome the opportunity to engage our clients in this manner to help build relationships and improve the learning, working, and educational environment. Training materials and topics vary depending on the specific customer's needs and are available for review and discussion.

66 **SAM / UEI Number**

Provide company's Unique Entity Identifier (UEI) number.

UEI is a 12-character alphanumeric ID assigned to an entity by System for Award Management (SAM.gov)

NF26A5JNRML3

67 **Invoice Information**

A. Describe how vendor will invoice the HCDE/CP or CP member.

B. Discuss the invoicing options offered by vendor and the payment terms for each.

Invoicing is typically sent electronically to the member's appropriate AP contact. Payment terms are net 30.

68 **Online Order Link**

Please provide website address for processing orders online (if applicable).

N/A

69 **How to Place an Order**

Please provide brief description of how to place an order with your company using Choice Partners contract.

Choice Partners ***requires*** each vendor to **reference** the ***HCDE/CP contract number*** on ***all quotes, invoices***, etc. when using this contract.

Typical requests for orders would be sent to the contact listed within this RFP. We are not a dedicated material or commodity supplier.

70 **Delivery**

Does your company provide delivery of your supplies and equipment offered to members in our cooperative?

Yes

71 Freight Terms

Please provide your freight terms under this contract. Please include any levels for free freight in addition to how the price for freight will be determined.

Freight is included in pricing approved by Choice Partners members.

72 Credit Card Acceptance

Can you take payments via credit card?

Yes

73 Credit Card Terms

Do you charge an additional fee for paying by credit card?

No

74 Texas Ethics Commission Form 1295

Please enter your confirmation number from the Texas Ethics Commission for form 1295 competition.

Upload your ***completed form*** in the Response Attachments Section of this RFP.

2025-1301645

75 Marketing Plan

How will you market your products/services with Choice Partners?

A. Describe the vendor's quotation/proposal process

B. Vendor's marketing manager, experience in marketing to CP members on a regional basis, whether the marketing manager is a full-time position, and whether the marketing manager is committed to marketing this contract.

C. Detail whether the marketing plan will be managed at the vendor's local project office or corporate office and whether there is a stated corporate commitment.

D. Detail vendor's resources committed to the marketing plan, handouts, brochures, conferences to attend, and vendor's proposed marketing budget.

E. Provide a sample of any advertising used by vendor.

Please attach handouts, brochures and sample advertising in the Response Attachments Section of this RFP.

76	**Quality Assistance/Quality Control (QA/QC) Program** **Please attach your company's response to the QA/QC questions in the Response Attachments Section of this RFP.** A. Describe the vendor's customer service department, including hours of operation, number of service centers, etc. Describe the involvement and amount of input of stall level employees in vendor's quality training incentive and safety programs. Describe vendor's procedures to monitor the quality of its customer service and products. B. Describe vendor's product support and service procedure. Detail the estimates time frame from a CP member's request to when a product or service is provided and completed, taking into account the requirements detailed in Section 5.0 Contract Terms and Conditions. Provide evidence of the vendor's ability to shorten the time frame between receiving a service call to problem solution. C. Describe how vendor deals with shipping delays. Indicate method and time frame in which vendor will notify CP member of delay. D. Detail the number of products vendor stocks and the location. Indicate whether vendor manufactures the products. E. Describe any quality awards or quality certificates the vendor has achieved. Provide supporting documentation and background information about these awards and/or certificates. F. HCDE/CP is committed to reducing waste and promoting energy conservation. To that end, vendors are encouraged to provide their environmental policy and green initiative.
77	**Woman-Owned Small Business Concern (WBE)** WBE businesses are at least 51 percent owned by one or more women, or in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women. *See* FAR 52-219-8. If selecting "***Yes***" a certificate is required for this classification and the appropriate certificate(s) must be **uploaded** in the **Response Attachments** section of this RFP. If your company is **not** a **WBE**, please indicate by selecting "***None***" None
78	**Are you a "self-performing vendor", not a General Contractor?** Self-perform means Vendor performs the Work Authorization without the use of a Subcontractor. Yes
79	**1st Major Trade Division** Please select your first major trade division. 23 - Heating, Ventilating, and Air Conditioning (H
80	**2nd Major Trade Division** Please select your second major trade division. 22 - Plumbing
81	**3rd Major Trade Division** Please select your third major trade division. 26 - Electrical

Bid Lines

1	Coefficient to be used with the eConverge unit price book for Regular hours as defined in the CSP. Quantity: 1 UOM: EA Total: .85% Item Notes: This is a not to exceed price. This one will be used with the eConverge online data set.
2	Coefficient for eConverge - after hours and overtime hours Quantity: 1 UOM: EA Total: 1%
3	Coefficient to be used with the **RSMeans** unit price book for **Regular** hours as defined in the CSP. Quantity: 1 UOM: EA Total: .85% Item Notes: This is the multiplier to be used with the unit price book line-item estimate to come to the final price for your estimates. This is usually less than 1.0 (1.0 = 0% discount offered) to give our members the best value for the contract.This percentage is used as a multiplier (i.e. 5% discount = .95 coefficient). ***This is a not to exceed price.*** You can always give additional discounts if you would like.
4	Coefficient to be used with the **RSMeans** unit price book for **After hours** and **Overtime** hours as defined in the CSP. Quantity: 1 UOM: EA Total: 1% Item Notes: ***This is a not to exceed price.*** This one will be used with the **RSMeans** online data set.
5	This is the coefficient to be used with the **Sierra West Publishing** unit price book. Quantity: 1 UOM: EA Total: 1% Item Notes: This is our back up cost book.
6	Coefficient will be 1.00 with the **Xactimate** Unit Price Book Quantity: 1 UOM: EA Total: 1% Item Notes: This is our back up cost book.
7	Usual and customary mark up for any non-pre-priced items that may come up. This is **NOT** a coefficient. **YOU WILL NEED THIS!** Quantity: 1 UOM: EA Price: $18.00 Total: $18.00 Item Notes: This is normally between 10 and 20%. For best value, we recommend 10%.

8	Choose, and specify, **ONE** or up to **THREE** major Trade division(s). See listing below. Major Divisions that we need are: 03 - Concrete 04 - Masonry 05 - Metals 06 - Wood, Plastics and Composites 07 - Thermal and Moisture Control 08 - Openings 09 - Finishes 10 - Specialties 11 - Equipment 12 - Furnishings 13 - Special Construction 14 - Conveying Equipment 21 - Fire Suppression 22 - Plumbing 23 - Heating, Ventilating, and Air Conditioning (HVAC) 25 - Integrated Automation 26 - Electrical 27 - Communications 28 - Electronic Safety and Security 31 - Earthwork 32 - Exterior Improvements 33 - Utilities List Divisions: $99 Total: $99.00 Item Notes: Please type "***99***" in the text box and select "***Add Notes***", which will allow you to specify **ONE**, but **no more** than **THREE** major trade divisions: *(Example: 03 / 04 /33)* Supplier Notes: 23-22-26

Response Total: $117.00

Southland

Proposal

19001 North Heatherwilde Boulevard, Suite 120 Pflugerville, TX 78660, (512) 491-9100. TACLA 30430C | TECL 40620 | M 41312

Proposal Date: August 18, 2026
24 Hour Service Dispatch: (512) 491-9100

Proposal#: 0
Reference: Replacement Blanket Pricing

Contract # CSP 25-035MR-60

Customer:
Lyle Fraser
City of Georgetown

Service Site:
Lyle Fraser
City of Georgetown

X Repair work proposals are for the scope of work as listed below.

Equipment replacement proposals are for the scope of work as listed below.

Southland Industries is pleased to submit the following price and general scope of work to be performed, (at the above-referenced service site), in the amount of: **$ 400,000.00** excluding any applicable taxes.

Southland Industries imposes a 3% surcharge on all credit card payments. This surcharge is not greater than our cost of acceptance.

Southland Industries Reserves the Opportunity to Update Proposal After 5 Business Days

Remit To: Southland Industries, P.O.Box 844081, Dallas, TX 75284-4081 - Tax EIN: 95-1596533

We appreciate the opportunity to provide you with our services. Upon receipt of a signed proposal, we will begin mobilizing material orders and contact you to coordinate the repairs. Our terms are net ten days from the invoice date, and past due after thirty days. This contract is not valid without attachment and signature of customer on Service Descriptions Page and Terms and conditions.

Best Regards,
James King
Service Account Manager
Cell: 512.470.1391

Email: James.king@southlandind.com

Customer Acceptance

Accepted By:
Name:
Title:
Company:
Date:
Purchase Order Number:

Southland Industries

Accepted By:
Name:
Title:
Southland Industries
Date:

www.southlandind.com

Regulated by The Department of Licensing and Regulation/ P.O. Box 12157, Austin, TX 78711/1-800-803-9202/512-463-6599/ www.license.state.tx.us

Confidential: This proposal includes data that shall not be disclosed outside of the party or company to which it is intended, and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.

Southland

Proposal

19001 North Heatherwilde Boulevard, Suite 120 Pflugerville, TX 78660, (512) 491-9100. TACLA 30430C | TECL 40620 | M 41312

Proposal Date: August 18, 2026 **Proposal#:** 0

24 Hour Service Dispatch: (512) 491-9100 **Reference:** Replacement Blanket Pricing

Contract # CSP 25-035MR-60

Scope of Work:

- Blanket proposal pricing for unit replacements for FY 27 per customer selection
- Not to exceed $400,000.00

Southland

Proposal

19001 North Heatherwilde Boulevard, Suite 120 Pflugerville, TX 78660, (512) 491-9100. TACLA 30430C | TECL 40620 | M 41312

Proposal Date: August 18, 2026

Proposal#: 0

24 Hour Service Dispatch: (512) 491-9100

Reference: Replacement Blanket Pricing

Contract # CSP 25-035MR-60

Exclusions:

- Parts, materials and equipment will have a restocking fee if work order is cancelled. Some items have a 100% restocking fee and are non-returnable.
- Anything not listed in the scope of work. Work after normal business hours.
- Not responsible for unlocated utilities.

EXHIBIT C
COOPERATIVE AGREEMENT

The Cooperative Agreement, Choice Partners Contract CP 25-035MR-60 with Southland Industries for Maintenance (All Trades) (TEC 44.031) and Component for Single Trade Job Order Contracting (TGC 2269), is incorporated here by reference.

The Cooperative Agreement is available through Choice Partners at https://www.choicepartners.org/.

EXHIBIT D
PAYMENT SCHEDULE

The Contractor must submit applications for payment (invoices) to the City, accompanied by an explanation of charges, fees, services, and expenses, including an accounting of actual hours worked. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

Invoicing Requirements

a. Invoices shall be submitted via email on the Friday following completion of services.
b. All invoicing is to be emailed to Lyle Fraser at lyle.fraser@georgetowntexas.gov for processing.
c. All invoicing must be itemized with parts and labor listed accordingly.
d. Facility Services must review and approve all invoices internally prior to submission to Accounts Payable.
e. No invoice should be sent directly to City of Georgetown AP Department.

EXHIBIT E
INSURANCE REQUIREMENTS

I. The Contractor agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

A. Commercial General Liability
B. Business Automobile Liability
C. Workers' Compensation
D. Professional Liability

II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit F, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
C. "Claims made" policies are not accepted, except for Professional Liability insurance.
D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
    1. The insurance company is licensed and authorized to do business in the State of Texas
    2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
    3. All endorsements and coverages are included according to the requirements of this Agreement
    4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

IV. **Commercial General Liability** requirements:

A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.
C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

V. **Business Automobile Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.
C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VI. **Workers' Compensation Insurance** requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all* employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the

subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.

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

1. Employer's Liability limits of $1,000,000 for each accident is required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VII. **Professional Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.

B. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $500,000.00. 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 F
CERTIFICATES OF INSURANCE

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Southland Industries - Ice Machine Maintenance Contract

SUGGESTED ACTION:
Consideration and possible action to execute a one-year agreement, with two one-year renewals to Southland Industries, of Austin Texas through Choice Partners Contract CSP 25-035MR-60 for ice machine and refrigeration maintenance and service in the total amount of $351,000.00, with an annual not to exceed amount of $117,000.00 -- Eric Johnson, Public Works Director, and Trish Long, Facility Services Manager

ITEM SUMMARY:
This contract is to perform preventative maintenance, filter replacement and service on 23 ice machines, and 6 refrigeration units in City facilities. Ice Machine preventative maintenance will be conducted quarterly, and preventative maintenance will be conducted semi-annually on refrigeration equipment. The City is proposing this agreement based on the Choice Partners cooperative pricing contract number 25-035MR-60.

FINANCIAL IMPACT:
Estimated annual amount of $117,000.00 for ice machine maintenance for all City facilities is budgeted annually in the Facility Services Internal Service Fund.

SUBMITTED BY:
Lauren Wilson, Public Works

ATTACHMENTS:
Southland Ice Machine General Services Contract 2027 [vendor signed].pdf

GENERAL SERVICE AGREEMENT WITH
THE CITY OF GEORGETOWN, TEXAS

This General Service Agreement is entered into and made effective on the _____ day of _____, 2026 by and between the **City of Georgetown**, a Texas home-rule municipal corporation (the "City"), and **Southland Industries** (the "Contractor"), pursuant to the Choice Partners Contract CP 25-035MR for the following work: **Ice Machine preventative maintenance, service, and repairs**, as described in the Scope of Services, attached as **Exhibit A.**

1. **Consideration.** In consideration for the services performed in the Scope of Services and Contractor's completion of work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed **ONE HUNDRED AND SEVENTEEN THOUSAND DOLLARS AND NO CENTS (\$117,000.00)** per term.

2. **Term.** This Agreement shall become effective on the date signed by the City ("Effective Date"). The initial term of the Agreement is from the Effective Date through September 30, 2027, with the option to renew for two (2) additional one (1) year terms on the same terms and conditions contingent upon the Contractor's renewal of Choice Partners Contract CP 25-035MR. Any renewal must be in writing and executed by the parties.

3. **Cost Performance Index (CPI).** The unit prices of all services are firm for the initial term of this Agreement. If the option to renew for additional one-year term(s) is exercised by the City, the City may allow a unit price adjustment at the time of renewal, if requested a minimum of thirty (30) days before the expiration of the agreement or renewal.

   The Contractor may request unit price adjustments when correlated with the Consumer Price Index specified herein. The price index shall be the specified index as published by the Bureau of Labor Statistics, Washington, DC 20212. The baseline index shall be the index announced for the month in which the Agreement was executed. Unit prices may be adjusted for each renewal period in accordance with the changes in the index. The allowable percent change shall be calculated by subtracting the baseline index from the index announced for the month in which the renewal option is exercised (or the most current month published by the Bureau of Labor Statistics) and dividing the result by the baseline index.

   The allowable percent change shall be rounded to the nearest one-hundredth of one percent and the maximum unit price adjustments permitted will be no more than five percent (5%) increase per renewal period; however, the City reserves the right to limit the unit price increases at any renewal period or at the City's discretion, approve an increase of more than five percent (5%) per renewal period. The Contractor may offer price decreases in excess of the allowable percent change.

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

5. **Payment Application.** Within **seven (7)** calendar days of completion of the services, the Contractor will submit its payment application to the City.

6. **City's Payment and Approval**. All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Contractor within thirty days after of receipt of a correct payment application for services. The Contractor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Contractor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Contractor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the payment application is not mailed to the City in accordance with this Agreement.

7. **Non-Appropriation**. This Agreement is a commitment of City's current revenues only. 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 Contractor a written notice of termination at the end of its then current fiscal year.

8. **Executed Agreement. The Contractor shall not commence any work under this Agreement until the City provides written notice to proceed (the "Notice to Proceed"), which shall not occur until this Agreement is fully executed and all exhibits and other attachments are completely executed and attached to the Agreement.**

9. **Change Orders.** Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the scope of the services except in the event of a duly authorized change order approved by the City as provided in this Agreement.

10. **Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

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

12. **INDEMNIFICATION. THE CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.**

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

14. **Performance.** Contractor, its employees, associates, 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. Contractor shall undertake the work and complete it in a timely manner in accordance with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.

15. **Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.

16. **Termination for Cause.** In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party. In addition to all other remedies available under law and in equity, the City may remove the Contractor from the City's Contractor list in the event that this Agreement is terminated for cause and any offer submitted by the Contractor may be disqualified for up to three (3) years.

17. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Contractor pursuant to this Agreement. Contractor shall deliver all documents or other work product to the City upon request, including original versions if specified in the request.

18. **Taxes**. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

19. **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the information of the other party ("Confidential Information") 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. Parties shall endeavor to designate Confidential Information 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. This paragraph shall survive the term of the Agreement.

20. **Notices.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Contractor:

Southland Industries
ATTN Counsel
19001 N Heatherwilde blvd 120
Pflugerville TX 78660
Brandon.barnes@southlandind.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

21. **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. The Contractor's services shall be those of an independent contractor. This Agreement does not grant any rights or privileges established for employees of the City. Contractor shall not be within protection or coverage of any insurance that the City, from time to time, may have in force. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.

22. **Nonexclusive**. This Agreement is nonexclusive. The City may, at any time and in its sole discretion, obtain the same or similar goods or services from other contractors or perform such services using City personnel. Nothing in this Agreement guarantees Contractor any minimum amount of work, compensation, or number of service requests.

23. **Force Majeure.** The City and the Contractor will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Contractor shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

24. **Nondiscrimination.** The Contractor, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.

25. **Right to Audit**. The Contractor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Contractor records related to the performance under this Agreement. The Contractor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

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

27. **Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Contractor certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

28. **Contractor Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

29. **Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

30. **Contractor Certification Regarding Boycotting Firearm and Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

31. **No Waiver.** No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

32. **Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.

33. **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.

34. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. Venue shall be the applicable courts of Williamson County, Texas.

35. **Dispute Resolution.** If either the Contractor or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after

discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

36. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph.

37. **Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Contractor.

38. **Duplicate Originals.** The parties may execute this Agreement in duplicate originals, each of equal dignity.

39. **Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

40. **Entire Agreement.** This Agreement, with all exhibits, attachments, and appendices attached, represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject of this Agreement.

List of Exhibits

A. Scope of Services
B. Payment Schedule
C. Insurance Requirements
D. Certificates of Insurance

[*signatures on the following page*]

CITY OF GEORGETOWN

By: _____

Name: Josh Schroeder, Mayor

Date: _____

CONTRACTOR

By: Scott Burrows

Name, Title: Scott Burrows

Date: 9/23/26

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A
SCOPE OF SERVICES

The terms and conditions of this Agreement shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.

A. Contractor shall furnish all materials and labor necessary to perform quarterly preventive maintenance on City-owned ice machines and refrigeration equipment. Contractor shall also provide service and repairs to such equipment upon the City's request. .

B. The Contractor shall provide the following upon request by the City:

a. Ice Machine Preventative Maintenance
   i. Clean the entire recirculating water circuit with ice machine cleaner
   ii. Remove ice, check, and flush out drain lines on the ice machine and bin
   iii. Sanitize all accessible surfaces that come in contact with ice
   iv. Check and adjust water levels and ice making controls
   v. Check bin switch/thermostat operation
   vi. Lubricate accessible bearings
   vii. Inspect all door gaskets and verify them in good condition
   viii. Inspect all door hinges
   ix. Check and clean air-cooled condenser and air filters
   x. Check and correct all loose wiring and vibrating refrigerant lines
   xi. Perform visual inspection for refrigerant leaks and faulty components
   xii. Verify proper operation of unit
   xiii. Submit an itemized list of any recommended repairs for customer approval
   xiv. Water filter cartridge changes included / twice per year

b. Refrigeration Preventative Maintenance
   i. Clean evaporator coils and check fans for proper operation
   ii. Clean condenser coil, check and oil fan motors (if applicable)
   iii. Check refrigerant level and operating pressure
   iv. Check and correct all loose wiring at controls and vibrating refrigerant lines
   v. Check and set correct defrost times (if applicable)
   vi. Check all defrost heaters for proper operation (if applicable)
   vii. Check all door and vent heaters (if applicable)
   viii. Inspect all door gaskets and verify them in good condition
   ix. Inspect all door hinges
   x. Verify proper operation of unit
   xi. Submit an itemized list of all recommended repairs for customer approval

C. The Contractor shall provide the Services in a timely manner. The Contractor's response times shall need exceed the following maximums:
    i. Standard service request – 24-48 hours
    ii. Emergency Service Request – 2 hours
    iii. Completion timelines will be contingent upon lead times of required materials.

D. Major Repairs
    a. All major repairs (repairs with an estimated cost exceeding $5,000.00) will be on a quote basis for these repairs and implemented only after approval by City of Georgetown Facilities management.
    b. The City reserves the right to request competing bids from other vendors for all quoted repairs.

E. Communication Requirements
    a. All Work Orders/Service Tickets must be emailed to: facilitiesgroup@georgetowntexas.gov
    b. All technicians must call Facilities On-Call at 512-930-8155 when enroute to location and upon completion of any work prior to departing the site.

EXHIBIT B
PAYMENT SCHEDULE

The Contractor must submit ***monthly*** invoices to the City, accompanied by an explanation of charges, fees, services, and expenses, including an accounting of actual hours worked. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

A. Invoicing Requirements
   1) Invoices shall be submitted via email on the Friday following completion of services.
   2) Preventive Maintenance invoicing shall be submitted **quarterly** upon completion of services.
   3) All invoicing is to be emailed to Lyle Fraser at lyle.fraser@georgetowntexas.gov for processing.
   4) All invoicing must be itemized with parts and labor listed accordingly.
   5) Facility Services must review and approve all invoices internally prior to submission to Accounts Payable.
   6) No invoice should be sent directly to City of Georgetown AP Department.

EXHIBIT C
INSURANCE REQUIREMENTS

I. The Contractor agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

A. Commercial General Liability
B. Business Automobile Liability
C. Workers' Compensation
D. Professional Liability

II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
C. "Claims made" policies are not accepted, except for Professional Liability insurance.
D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
    1. The insurance company is licensed and authorized to do business in the State of Texas
    2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
    3. All endorsements and coverages are included according to the requirements of this Agreement
    4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

F. The City of Georgetown, its officials, agents, employees, and volunteers are to be

listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. **Commercial General Liability** requirements:

A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.
C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

VI. **Business Automobile Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.
C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VII. **Workers' Compensation Insurance** requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all* employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to

provide coverage for the employees of an independent Contractor may not be used.

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

1. Employer's Liability limits of $1,000,000 for each accident is required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the 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 $500,000.00. 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 D
CERTIFICATES OF INSURANCE

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Texas Traditions - Roof Inspection and Repair Contract

SUGGESTED ACTION:
Consideration and possible action to approve a one-year agreement, with an additional one-year renewal to Texas Traditions Roofing of Georgetown through TexBuy RFP #023-86 for City's annual maintenance and priority program for roof inspections and service in the total amount of $177,000.00, with an annual not to exceed amount of $88,500.00 -- Eric Johnson, Public Works Director, and Trish Long, Facilities Services Manager

ITEM SUMMARY:
This contract is for the annual inspection and maintenance and service of the roofs of the City Facilities. This contract will include two roof inspections annually, debris removal, a roof health report, minor repairs during the inspections, priority scheduling for service calls, and zero cost for roof leak calls. The City is proposing the agreement based on TexBuy RFP #023-86. Texas Traditions excels in their communication and planning for large projects and the service team completes great work and supplies detailed reports covering what was found and what repairs were made.

FINANCIAL IMPACT:
Roof maintenance and repair is funded in the FY2027 Facilities Internal Services fund.

SUBMITTED BY:
Lauren Wilson, Public Works

ATTACHMENTS:
26-0382-SC Texas Traditions Group, LLC [vendor signed].pdf

GENERAL SERVICE AGREEMENT WITH
THE CITY OF GEORGETOWN, TEXAS

This General Service Agreement is entered into and made effective on the _____ day of _____, _____ by and between the **City of Georgetown**, a Texas home-rule municipal corporation (the "City"), and **Texas Traditions Roofing, LLC** (the "Contractor"), pursuant to **TexBuy RFP #023-086** for the following work: **roof inspection and repairs, and Priority Maintenance Agreement enrollment**, as described in the Scope of Services, attached as **Exhibit A.**

1. **Consideration.** In consideration for the services performed in the Scope of Services and Contractor's completion of work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed **eighty-eight thousand, five hundred dollars and no cents** (**$88,500.00**) per term.

2. **Term.** This Agreement shall become effective on the date it is executed by the City (the "Effective Date") and shall remain in effect through September 30, 2027. The City may renew this Agreement for one (1) additional one-year term on the same terms and conditions, provided that the Contractor's current TexasBuy Purchasing Cooperative Contract, Contract No. TexBuy RFP #023-086, is extended for a third and final term. Any renewal must be in writing and executed by the parties.

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

4. **Payment Application.** Within **seven (7)** calendar days of completion of the services, the Contractor will submit its payment application to the City.

5. **City's Payment and Approval**. All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Contractor within thirty days after of receipt of a correct payment application for services. The Contractor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Contractor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Contractor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the payment application is not mailed to the City in accordance with this Agreement.

6. **Non-Appropriation**. This Agreement is a commitment of City's current revenues only. 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 Contractor a written notice of termination at the end of its then current fiscal year.

7. **Executed Agreement. The Contractor shall not commence any work under this Agreement until the City provides written notice to proceed (the "Notice to Proceed"), which shall not occur until this Agreement is fully executed and all exhibits and other attachments are completely executed and attached to the Agreement.**

8. **Change Orders.** Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the scope of the services except in the event of a duly authorized change order approved by the City as provided in this Agreement.

9. **Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

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

11. **INDEMNIFICATION. THE CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.**

12. **RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES,**

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

13. **Performance.** Contractor, 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. Contractor shall undertake the work and complete it in a timely manner in accordance with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.

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 Contractor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.

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 Contractor from the City's Contractor list in the event that this Agreement is terminated for cause and any offer submitted by the Contractor may be disqualified for up to three (3) years.

16. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Contractor pursuant to this Agreement. Contractor shall deliver all documents or other work product to the City upon request, including original versions if specified in the request.

17. **Taxes**. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to

obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

18. **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the information of the other party ("Confidential Information") 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. Parties shall endeavor to designate Confidential Information 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. This paragraph shall survive the term of the Agreement.

19. **Notices.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Contractor:

Texas Traditions Roofing
508 Cedar Dr. Georgetown TX 78628
Chelsea McCoy
Chelsea@txtroofing.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

20. **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. The Contractor's services shall be those of an independent contractor. This Agreement does not grant any rights or privileges established for employees of the City. Contractor shall not be within protection

or coverage of any insurance that the City, from time to time, may have in force. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.

21. **Force Majeure.** The City and the Contractor will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Contractor shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

22. **Nondiscrimination.** The Contractor, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.

23. **Right to Audit**. The Contractor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Contractor records related to the performance under this Agreement. The Contractor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

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

25. **Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Contractor certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

26. **Contractor Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. **Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

28. **Contractor Certification Regarding Boycotting Firearm and Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

29. **Non-Exclusivity.** This Agreement is nonexclusive. Nothing in this Agreement restricts the City from obtaining the same or similar goods or services from other contractors or from providing such goods or services through its own employees or resources. The City makes no guarantee regarding the amount of work, if any, that the Contractor will receive under this Agreement.

30. **No Waiver.** No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

31. **Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.

32. **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.

33. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. Venue shall be the applicable courts of Williamson County, Texas.

34. **Dispute Resolution.** If either the Contractor or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

35. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph.

36. **Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Contractor.

37. **Duplicate Originals.** The parties may execute this Agreement in duplicate originals, each of equal dignity.

38. **Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

39. **Entire Agreement.** This Agreement, with all exhibits, attachments, and appendices attached, represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject of this Agreement.

List of Exhibits

A. Scope of Services

B. Payment Schedule
C. Insurance Requirements
D. Certificates of Insurance

[*signatures on the following page*]

CITY OF GEORGETOWN

By: _____

Name: Josh Schroeder, Mayor

Date: _____

CONTRACTOR

By: Connor Guthrie

Name, Title: Connor Guthrie, CFO

Date: 9/22/26

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A
SCOPE OF SERVICES

The terms and conditions of this Agreement shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.

A. The Contractor shall provide all materials, and preform all labor needed for City roof maintenance, inspections, services and repairs ("Services").
B. The Contractor shall provide the following:
    a. The Contractor shall perform two inspections of each building identified in the City of Georgetown 2027 RSA–Texas Traditions Agreement Pricing spreadsheet below. The first inspection shall be scheduled for November, and the second inspection shall be scheduled for June.
        i. At the time of each inspection, the Contractor shall remove any debris, trash, and leaves and complete any necessary minor repairs.
    b. Generate roof health reports
    c. Priority scheduling for service calls
    d. No cost ($0) leak calls
    e. When requested by the City, the Contractor shall provide all parts and labor necessary to perform the requested services and repairs.
C. The Contractor shall provide the Services in a timely manner. The Contractor's response times shall need exceed the following maximums:
        i. Standard service request (minor leaks, no water damage concern) – 24-48 hours
        ii. Emergency Service Request – 2 hours
D. Major Repairs
    a. All major repairs (repairs with an estimated cost exceeding $5,000.00) will be on a quote basis for these repairs and implemented only after approval by City of Georgetown Facilities management.
    b. The City reserves the right to request competing bids from other vendors for all quoted repairs.
E. Communication Requirements
    a. All Work Orders/Service Tickets must be emailed to: facilitiesgroup@georgetowntexas.gov
    b. All technicians must call Facilities On-Call at 512-930-8155 when enroute to location and upon completion of any work prior to departing the site.

City of Georgetown 2027 RSA - Texas Traditions

Texas Traditions		
FY2027 Roof Service Agreement Pricing		
TexBuy RFP #023-086		
Facility	**Address**	**Priority Program Cost**
Airport Terminal	500 Terminal Drive	$1,650.00
Airport Tower	408 Terminal Drive	$1,650.00
Airport Maintenance Building	Wright Brother Drive	$1,650.00
Art Center	816 S. Main Street	$1,650.00
Animal Shelter	110 WL Walden	$1,650.00
City Hall	808 MLK Jr. Street	$1,650.00
Community Center	445 East Morrow Street	$1,650.00
Court and Council	510 West 9th Street	$1,650.00
Visitor's Center (CVB)	103 West 7th Street	$1,650.00
Facilities Office Building 3	250 WL Walden	$1,650.00
Facilities Shop Building 4	250 WL Walden	$1,650.00
Fire Station #1	301 Industrial Ave.	$1,650.00
Fire Station #2	1603 Williams Drive	$1,650.00
Fire Station #3	5 Texas Drive	$1,650.00
Fire Station #4	4200 Airport Road	$1,650.00
Fire Station #5	3600 DB Wood Road	$1,650.00
Fire Station #5 Training		$1,650.00
Fire Station #6	6700 RM 2338	$1,650.00
Fire Station #7	2711 East University Ave.	$1,650.00
Fuel Site	1111 North College	$1,650.00
Garey Gate House	6450 RM 2243	$1,200.00
Garey House		$1,650.00
Garey Maint. Shop		$1,200.00
Garey Bunkhouse Bluebird		$1,200.00
Garey Bunkhouse Monarch		$1,200.00
Garey Bunkhouse Prickly Pear		$1,200.00
Garey Retreat Pavilion		$1,200.00
Georgetown Municipal Complex (GMC)	300-1 Idustrial Ave.	$1,650.00
Grace Church	811 South Main Street	$1,650.00
Inner Loop Annex (ILA)	295 SE Inner Loop	$1,650.00
Library	402 West 8th Street	$1,650.00
Light & Water Works (LWW)	809 Martin Lithur King Jr. Street	$1,650.00
Madelia Hilliard	803 West 8th Street	$1,650.00
Old Warehouse	1101 North College Street	$1,650.00
Parks Admin.	1101 North College Street	$1,650.00
Parking Garage	502 South Main Street	$1,200.00
Public Safety (PSOTC)	3500 DB Wood Road	$1,650.00
PSOTC Tactical		$1,650.00
PSOTC Firing Range		$1,650.00
PSOTC CEP		$1,650.00
Recreation Center	1003 North Austin Ave.	$1,650.00
San Gabriel Crisis Center (1 Inspection only per year)	711 North College Street	$800.00
Tennis Center	400 Serenada Drive	$800.00
Transfer Station (TDS Transfer Building) (Requires a lift - 1 inspection per year)	250 WL Walden Building 5	$2,500.00
Transfer Station (TDS Gardenville)	250 WL Walden Building 2	$1,650.00
Transfer Station (TDS Gate House)	250 WL Walden Building 1	$1,650.00
Vehicle Shop (VSC)	300-2 Industrial Ave.	$1,650.00

City of Georgetown 2027 RSA - Texas Traditions

Westside Service Center (WSSC)	5501 Williams Drive	$1,650.00
WTP North Lake Administration	3601 DB Wood Road	$1,650.00
WTP South Lake Administration	1010 Crocket Gardens Road	$1,650.00
Additonal Services and Repairs (not to Exceed)		$10,000.00
Total Annual Cost		**$88,500.00**

EXHIBIT B
PAYMENT SCHEDULE

The Contractor must submit invoices to the City within seven (7) days after completion of the Services, accompanied by an explanation of charges, fees, services, and expenses, including an accounting of actual hours worked. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

A. Invoicing Requirements
   1) Invoices shall be submitted via email within seven (7) days following the completion of services.
   2) All invoicing is to be emailed to Lyle Fraser at lyle.fraser@georgetowntexas.gov for processing.
   3) All invoicing must be itemized with parts and labor listed accordingly.
   4) Facility Services must review and approve all invoices internally prior to submission to Accounts Payable.
   5) No invoice should be sent directly to City of Georgetown AP Department.

B. The labor rates, materials, and products shall be in accordance with TexBuy RFP #023-086.

C. The estimated needs of the City are estimated to include:
   Priority Program Enrollment - $78,500.00
   Additional Service Parts and Labor "Not to Exceed" - $10,000.00

EXHIBIT C
INSURANCE REQUIREMENTS

I. The Contractor agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

A. Commercial General Liability
B. Business Automobile Liability
C. Workers' Compensation
D. Professional Liability

II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
C. "Claims made" policies are not accepted, except for Professional Liability insurance.
D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
    1. The insurance company is licensed and authorized to do business in the State of Texas
    2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
    3. All endorsements and coverages are included according to the requirements of this Agreement
    4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. **Commercial General Liability** requirements:

A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.
C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

VI. **Business Automobile Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.
C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VII. **Workers' Compensation Insurance** requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all* employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the

subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.

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

1. Employer's Liability limits of $1,000,000 for each accident is required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the 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 D
CERTIFICATES OF INSURANCE

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Firetrol Protection Systems - Security, Access Control, CCTV contract

SUGGESTED ACTION:
Consideration and possible action to execute a one-year agreement, with an option to renewal for one additional year to Firetrol Protection Systems, of Austin Texas through TIPS contracts #24020301 and #24020302 for security, access control, and CCTV service, installation, repair, and embedded technician to provide all materials and labor in the total amount of $998,800.000 with an annual amount not to exceed $499,400.00 -- Eric Johnson, Public Works Director, and Trish Long, Facilities Services Manager

ITEM SUMMARY:
This item is to purchase and install 18 cameras and additional licenses required Citywide. These cameras will replace existing cameras and provide better coverage throughout the facility. This item also includes two replacement security servers. It also includes the Customer Support Program. Over the past six years, staff has seen advantages to the City including faster response times and increased service levels, as this support contract provides an intimate awareness of each of the security items, locations, and processes. Firetrol will provide overall management to these existing systems:

- Lenel OnGuard System (building access control)
  - System Programming
  - Completion of outstanding service work orders
  - Interface with Lenel
  - Issues regular system status updates
  - Assists with coordination efforts of service outside of regularly scheduled days
  - Preventative Maintenance on Lenel Access Control System
  - Work with local staff to design and enhance security system
  - System start-up and check out
  - Overall commission of the system
  - Assist with coordination of as-built documentation

- Avigilon Video Management System (video management software)
  - System Programming
  - Regular review of camera status within the Software
  - Revision and upgrade assistance on the latest version of Avigilon Software
  - Will verify server configuration with the City's IT department
  - Assist with camera and client configuration as needed for remote use

- Preventative Maintenance Inspections/Services
  - Camera inspections to include alignment and cleaning
  - Access Control field hardware service
  - Inspection of Access Control Door hardware (electric strikes, readers, and accessories)

- Assist with service calls that are created by the customer, Convergint Coordinator, or Tech
- Provide summary of weekly activity to the City Facilities Superintendent
- Maintain availability for project review with the City and Convergint to ensure install standards
- Assist with identification and planning of quarterly service work
- Provide direct installation work as requested and approved by the City
- Maintain customer purchased service replacement parts as approved

FINANCIAL IMPACT:
Funding provided in the FY2027 Facilities Internal Services Fund and IT Internal Services fund.

SUBMITTED BY:
Lauren Wilson, Public Works

ATTACHMENTS:
27-0020-SC Firetrol security services [clean].pdf

SUPPLEMENTAL AGREEMENT WITH
THE CITY OF GEORGETOWN, TEXAS

WHEREAS, the City desires to enter into an Agreement for Firetrol Protection Systems to provide the City of Georgetown with Security, Access Control, and CCTV services. The services include installation and repair, including an embedded technician to provide all materials and perform all labor needed for City access control, CCTV and security assets; and

WHEREAS, the City is a member of the TIPS Cooperative and Contractor is an approved Cooperative vendor through TIPS Contract #24020301 with Firetrol Protection Systems for Security Solutions and TIPS Contract #24020302 with Firetrol Protection Systems for Security Solutions (the "Cooperative Agreements");

WHEREAS, the City is permitted to make purchases pursuant to a cooperative agreement in accordance with Texas Local Government Code Section 271.102 and a City making a purchase in accordance with Subchapter F of Chapter 271 of the Local Government Code satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services; and

WHEREAS, the City desires to purchase certain goods and services from the Contractor pursuant to the Cooperative Agreement and in accordance with the supplemental terms contained herein; and

WHEREAS, the City desires to purchase certain goods and services from the Contractor pursuant to the Cooperative Agreement; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

AGREEMENT

This Supplemental Agreement is entered into and made effective on the ____ day of October, 2026 by and between the **City of Georgetown**, a Texas home-rule municipal corporation (the "City"), and **Firetrol Protection Systems** (the "Contractor"), pursuant to the TIPS Contract #24020301 and TIPS Contract #24020302 for the following work: **Security, Access Control, and CCTV service, installation, repair, and imbedded technician to provide all materials and preform all labor needed for City access control, CCTV and security assets**, as described in the Scope of Services, attached as **Exhibit A.**

1. **Consideration.** In consideration for the services performed in the Scope of Services and Contractor's completion of work in conformity with this Agreement, the City shall pay the

Contractor an annual amount not to exceed **four-hundred ninety-nine thousand, four-hundred dollars and no cents** (**$499,400.00**).

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

3. **Cooperative Agreements**. The Parties agree the Security, Access Control, and CCTV service, installation, repair services are provided in accordance with the terms and conditions of the Cooperative Agreements. The Cooperative Agreements, available through TIPS at https://www.tips-usa.com/contracts/vendors/57175739CED3A7F0D5A246C45626DFD2/, are hereby incorporated at Exhibit C by reference.

4. **Cooperative Agreement Terms Prevail**. In the event there is a conflict between a term in Exhibit C, the body of this Agreement, and any attached or incorporated exhibit, the terms of Exhibit C prevail. In the event there is a conflict between this Agreement and any of the exhibits, the order of precedence shall be Exhibit C, this Agreement, Exhibit A, Exhibit D, Exhibit E, Exhibit B, and Exhibit F. Subject to the controlling terms of Exhibit C, Exhibit B shall control with respect to Contractor's scope of services, pricing, assumptions, clarifications, inclusions, and exclusions.

5. **Payment Application.** Within **seven (7)** calendar days of completion of the services, the Contractor will submit its payment application to the City.

6. **City's Payment and Approval**. All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Contractor within thirty days after of receipt of a correct payment application for services. The Contractor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Contractor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Contractor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the payment application is not mailed to the City in accordance with this Agreement.

7. **Non-Appropriation**. This Agreement is a commitment of City's current revenues only. 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 Contractor a written notice of termination at the end of its then current fiscal year.

8. **Executed Agreement. The Contractor shall not commence any work under this Agreement until the City provides written notice to proceed (the "Notice to Proceed"), which shall not occur until this Agreement is fully executed and all exhibits and other attachments are completely executed and attached to the Agreement.**

9. **Change Orders.** Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the scope of the services except in the event of a duly authorized change order approved by the City as provided in this Agreement.

10. **Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

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

12. **INDEMNIFICATION. THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY. NOTWITHSTANDING THE FOREGOING, CONTRACTOR'S INDEMNIFICATION OBLIGATIONS SHALL NOT APPLY TO THE EXTENT ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY IS CAUSED BY NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF CONTRACT, VIOLATION OF LAW, OR OTHER WRONGFUL**

CONDUCT OF THE CITY OR ANY OTHER INDEMNIFIED PARTY.

13. **RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE WORK TO BE PERFORMED HEREUNDER BY CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY. NOTWITHSTANDING THE FOREGOING, CONTRACTOR DOES NOT RELEASE OR WAIVE ANY CLAIM TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OR ANY OTHER RELEASED PARTY.**

14. **Limitation of Liability.** Each party's total aggregate liability to the other Party arising out of or related to this Agreement in contract, tort, strict liability, or any other legal theory shall not exceed the total fees payable under this Agreement. In no event shall either party be liable to the other for any incidental, indirect, special, exemplary, punitive, or consequential damages, including lost profits, lost revenue, loss of use, or business interruption.

15. **Performance.** Contractor, 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. Contractor shall undertake the work and complete it in a timely manner in accordance with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.

16. **Warranty [goods].** The Contractor warrants that goods supplied under this Agreement are free of defects in material, workmanship and design, suitable for the purpose intended, and in compliance with all applicable specifications and free from liens or encumbrance on title.

17. **Warranty [services].** The Contractor warrants that all services performed are in accordance with current, sound and generally accepted industry practices by qualified personnel trained and experienced in the appropriate fields and that the services are in conformance with any specification/statement of work contained or referenced in this

Agreement. In the event of a breach of this warranty, the vendor shall, at no cost to the city, re-perform or perform the services so that the services conform to the warranty.

18. **Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.

19. **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 Contractor from the City's Contractor list in the event that this Agreement is terminated for cause and any offer submitted by the Contractor may be disqualified for up to three (3) years.

20. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Contractor pursuant to this Agreement. Contractor shall deliver all documents or other work product to the City upon request, including original versions if specified in the request. Notwithstanding the foregoing, Contractor retains ownership of all pre-existing materials, software, programming tools, templates, methodologies, processes, know-how, forms, and other proprietary materials developed independently of this Agreement. City shall own only project-specific deliverables created specifically for City and paid for under this Agreement.

21. **Taxes**. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

22. **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the information of the other party ("Confidential Information") 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. Parties shall endeavor to designate Confidential Information 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. This paragraph shall survive the term of the Agreement.

23. Notices. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Contractor:

Firetrol Protection Systems
Attn: Donnie Rogers
4616 West Howard Lane
Building 7 Suite 700
Austin, Texas 78728

Notice to the City:

City of Georgetown
ATTN: City Manager
P.O. Box 409
Georgetown, Texas 78627
david.morgan@georgetown.org

With a copy to:

City of Georgetown
ATTN: City Attorney
P.O. Box 409
Georgetown, Texas 78627
skye.masson@georgetown.org

24. Independent Contractor. The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. The Contractor's services shall be those of an independent contractor. This Agreement does not grant any rights or privileges established for employees of the City. Contractor shall not be within protection or coverage of any insurance that the City, from time to time, may have in force. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.

25. Force Majeure. The City and the Contractor will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Contractor shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

26. Nondiscrimination. The Contractor, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color,

sex, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.

27. **Right to Audit**. The Contractor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Contractor records related to the performance under this Agreement. The Contractor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

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

29. **Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Contractor certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

30. **Contractor Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

31. **Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2276, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

32. **Contractor Certification Regarding Boycotting Firearm and Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

33. **No Waiver.** No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

34. **Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.

35. **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.

36. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. Venue shall be the applicable courts of Williamson County, Texas.

37. **Dispute Resolution.** If either the Contractor or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

38. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. For clarity, a merger, consolidation, recapitalization, reorganization, sale or transfer of equity or voting securities, or other direct or indirect change in ownership or control of Contractor shall not constitute an assignment requiring City's consent. Contractor shall provide reasonable written notice following any material change of control that could reasonably affect its ability to perform the Services.

39. **Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Contractor.

40. **Duplicate Originals.** The parties may execute this Agreement in duplicate originals, each of equal dignity.

41. **Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

42. Entire Agreement. This Agreement, with all exhibits, attachments, and appendices attached, represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject of this Agreement.

List of Exhibits

Exhibit A – Scope of Services
Exhibit B – Contractor's Proposal and Price List
Exhibit C – Cooperative Agreement
Exhibit D – Payment Schedule
Exhibit E – Insurance Requirements
Exhibit F – Certificates of Insurance

[*signatures on the following page*]

CITY OF GEORGETOWN

By: _____

Name: Josh Schroeder, Mayor

Date: _____

CONTRACTOR

By: _____

Name, Title: _____

Date: _____

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A
SCOPE OF SERVICES

The terms and conditions of this Agreement shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.

A. The Contractor shall provide all materials and perform all labor needed for City access control, security, CCTV, and Lenel and Avigilon systems service and repairs.

B. The Contractor shall provide the following upon request by the City:

1) Customer Support Program
    a. Embedded Technician
        i. Full time on site with the City
        ii. Preforms general system maintenance
        iii. Completes software programming, trouble shooting, and upgrades
        iv. Assess CCTV systems
        v. Coordinate with outside vendors to maintain City standards for security and access control installation and programming
    b. Software Support
        i. Software support license – Access Control
        ii. Software support license – Video Surveillance
2) Server Upgrade/Replacement
3) Camera Replacement
    a. Court & Council – 5 cameras
    b. Fire Station 3 – 1 camera
    c. Fire Station 6 – 1 camera
    d. Fire Station 7 – 1 camera
    e. GMC – 4 cameras
    f. Library – 1 camera
    g. WSSC – 1 camera
    h. PSOTC – 3 cameras
    i. City Hall – 1 camera
4) HID Credential Upgrade and Active Directory Sync.
    a. Materials
        i. Corporate 1000 Card Format
        ii. iCLASS Seos – Prox dual tech cards
        iii. Printing of cards
    b. Labor to complete Active Directory Sync., programming, and deployment assistance for directory sync.
5) Community Center Access Control Addition (5 doors)
    a. Materials
        i. Door Hardware
        ii. Card Readers
        iii. Power/Electrical enclosure

iv. Large Format IC cores and keys
v. Associated fiber cable

b. Labor to complete installation and programing

6) Public Safety Access Control Addition (2 doors)
   a. Materials
      i. Door Hardware
      ii. Card Reader
      iii. Conduit and cable

C. The Contractor shall provide the Services in a timely manner. The Contractor's response times shall not exceed the following maximums:

1) Standard service request – 24-48 hours
2) Emergency Service Request – 2 hours
3) Hardware failed in an unsecured position must be closed and secured the day service is requested

D. Major Repairs

1) All major repairs (repairs with an estimated cost exceeding $5,000.00) will be on a quote basis for these repairs and implemented only after approval by City of Georgetown Facilities management.
2) Facilities reserve the right to request competing bids from other vendors for all quoted repairs.

E. Communication Requirements:

1) All Work Orders/Service Tickets must be emailed to: facilitiesgroup@georgetowntexas.gov
2) All technicians must call Facilities On-Call at 512-930-8155 when enroute to location and upon completion of any work prior to departing the site.

EXHIBIT B
CONTRACTOR'S PROPOSAL AND PRICE LIST

FIRETROL Protection Systems

Date: September 4, 2026 **Quote Number: FPS-COG-SEC-EMBED**

City of Georgetown
300 1 Industrial Ave
Georgetown, TX 78626
Lyle Fraser – Facilities Project Coordinator
Lyle.Fraser@georgetowntexas.gov

Project: City of Georgetown – Embedded Tech Proposal

Firetrol Protection Systems, Inc. is pleased to provide you with this proposal to provide an embedded security tech with the City of Georgetown for 40 hours a week to handle regular maintenance and repairs to the existing access control and video management systems.

Scope of Work

Firetrol Protection Systems will provide a licensed and certified security technician as an embedded technician for the City of Georgetown. This technician will provide 40 hours of regular time providing regular and preventative maintenance to the existing City of Georgetown access control and video management systems. Included is a separate line item for up to 40 hours of overtime. This is for emergency calls that could come up during the year for this contract. This is based on TIPS contracted rates for System Programmer, Regular Hours.

Part Number	Description	Qty.	Labor Hours	Extended Labor Hours	Labor Rate	Extended Labor Cost
NIGP Code 93609	System Programmer Regular Hours	1	2080	2080	$131.00	$272,480.00
NIGP Code 93609	System Programmer After Hours	1	40	40	$196.50	$7,680.00

Cost (does not include sales and/or use tax, if applicable) is two hundred eighty thousand, three hundred forty dollars and zero cents ($280,340.00).

Performance/Payment bond (if applicable) is 2% of total contract which would be five thousand, six hundred six dollars and eighty cents ($5,606.80).

Exclusions:

Unless otherwise spelled out in "Scope of Work" these items are excluded

- Cutting, painting, patching to be provided by owner.
- Overtime labor, after hour's inspection fees, expedited review fees, re-inspection fees
- Existing hardware and peripheral device are not covered under warranty.
- Replacement equipment is not included in this cost.
- Tax – tax certificate to be provide if customer is tax exempt.
- This is the cost for one year of embedded tech services and site support agreement for Lenel Onguard. Please expect about a 3% increase yearly.

TIPS Contract #24020301

Thank you for allowing us the opportunity to provide you with our services. Please feel free to contact me on my cell if you have any questions (512) 662-1366.

Sincerely,

John Rogers
Security Manager

FIRETROL Protection Systems

Firetrol Protection Systems, Inc.
4616 W. Howard Lane, Building 7, Suite 700
Austin, Texas 78728
jrogers@firetrol.net
www.firetrol.net
Office 512-687-0115
Fax 512-687-0120
Cell 512-662-1366

Proposal Approval:

I, _____, approve the above signed proposal for the amount of $_____

on the date of _____, 2026.

X_____
Signature

Date: September 4, 2026 **Quote Number: FPS-COG-BUD-HANW**

City of Georgetown
Lyle Fraser
Facilities Project Coordinator
Lyle.Fraser@georgetowntexas.gov

Project: City of Georgetown Budgetary Camera Replacement Proposal

Firetrol Protection Systems, Inc. is pleased to provide you with this proposal to replace the identified cameras by City of Georgetown. I have given you 2 options with Axis and an alternate of Hanwha. This is budgetary numbers as labor is estimated since we haven't seen these locations so we don't know exactly what labor is going to be needed.

Scope of Work – Axis Cameras

Firetrol Protection Systems will provide and install the Axis cameras as identified in the list provided by City of Georgetown. Labor is estimated on this budgetary proposal since we have seen the sites to identify what actual labor is needed. Also note that Axis cameras require additional conduit back boxes that aren't needed with Hanwha cameras because they have the conduit knockouts built into the base.

Part Number	Description	Qty.	Sales Price	Extended Sales Price
02634-001	P3737PLE 4x5MP	6	$2,204.26	$13,225.57
02679-001	M4218LV 4K Dome Vandal	1	$719.00	$719.00
02415-001	P4705-PLVE 2x2MP Dome	7	$1,247.84	$8,734.89
03153-001	P3277-LVE	3	$1,157.83	$3,473.48
02506-001	Q1806-LE	1	$2,136.75	$2,136.75
5504-821	T91D61	4	$111.39	$445.56
01513-001	T94B01D	4	$111.39	$445.56
02750-001	TP4601-E Conduit Back Box	7	$190.15	$1,331.05
01190-001	T94S01P Conduit Back Box	3	$156.40	$469.20
02913-001	TQ3601-E back box	1	$212.66	$212.66
02874-001	TP3831-E Dome Cover Clear	5	$118.15	$590.75
SLCAVG	Avigilon Licnese	10	$217.50	$2,175.00

Total Equipment Cost	$33,959.44
Total Labor	$14,737.50
Total Programming	$1,048.00
Total Project Management	$1,048.00
Total Job Cost	$50,792.94

All work shall include; install labor, install materials, equipment, design labor, drawings, and programming, testing. Firetrol Terms and Conditions apply and are available upon request.

Exclusions:

Unless otherwise spelled out in "Scope of Work" these items are excluded

- Cutting, painting, patching to be provided by owner.
- Overtime labor, after hour's inspection fees, expedited review fees, re-inspection fees and phone lines are excluded.
- Existing hardware and peripheral device are not covered under warranty.
- Network connections, IP address provided by owner.
- Tax – tax certificate to be provide if customer is tax exempt.
- **Budgetary Numbers only – Labor is only estimated since sites haven't been walked to determine labor.**
- **Any surcharges from manufacturers due to potential tariffs will be passed on to end user through a change order.**

TIPS Contract #24020302

Thank you for allowing us the opportunity to provide you with our services. Please feel free to contact me on my cell if you have any questions (512) 662-1366.

Sincerely,

John Rogers
Security Manager

FIRETROL Protection Systems

Firetrol Protection Systems, Inc.
4616 W. Howard Lane, Building 7, Suite 700
Austin, Texas 78728
jrogers@firetrol.net
www.firetrol.net Office
512-687-0115
Fax 512-687-0120
Cell 512-662-1366

Proposal Approval:

I, _____, approve the above signed proposal for the amount of $_____

on the date of _____, 2025.

X_____
Signature

September 9, 2026

City of Georgetown
808 Martin Luther King Jr St,
Georgetown, TX 78626

Re: Third Party Verification – RS Means – City of Georgetown - Budgetary Camera Replacement
Via Firetrol Protection Systems Inc's TIPS Contract 24020302 JOC

To Whom It May Concern:

PH2 Solutions LLC has completed RS Means Line-Item estimate for the above referenced project via Firetrol Protection Systems Inc's TIPS Contract 24020302

Per TIPS JOC contract specifications, the e4Clicks estimating platform utilizing the 2026 Quarter 3 RS Means Facilities Construction Cost data has been used to create this estimate.

The project scope encompasses the Budgetary Camera Replacement for the City of Georgetown as specified in the scope of work.

The attached RS Means Line-Item estimate is consistent with Firetrol Protection System's proposed RS Means Price Book pricing for your TIPS JOC Contract 2420302. Compliance with other laws, policies, and practices must be verified by the end user with the assistance of counsel, if necessary. Should you have any additional questions, please do not hesitate to call or email me at any time.

Respectfully Submitted,

Phillip Heath Hinton
PH2 Solutions LLC

Estimator: PH2 Solutions LLC

City of Georgetown - Budgetary Camera Replacement

Estimate Scope: City of Georgetown
808 Martin Luther King Jr St,
Georgetown, TX 78626

Division Summary (MF04)

01 - General Requirements	$2,930.50	26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Modified Line Items	$54,650.00
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	$1,448.00	**MF04 Total (Without totalling components)**	**$59,028.50**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$56,853.50	Nonpriced Line Items	$2,175.00
RSMeans AUSTIN, TX CCI 2026Q3, 85.60%	$(8,186.90)	Nonpriced Contractors Coefficient (45.0000%)	$978.75
Contractors Coefficient ()		One-Time Additional TIPS Discount	$(1,027.41)

Grand Total **$50,792.94**

Estimator: PH2 Solutions LLC | **City of Georgetown - Budgetary Camera Replacement**

	Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements							
1	01-31-13-20-0200	Field personnel, project manager, average	Week	0.5000	$3,749.00	$1,874.50	RSM25FAC L, O&P
2	01-54-36-50-1200	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	Ea.	2.0000	$268.00	$536.00	RSM25FAC L, E, O&P
3	01-74-13-20-0052	Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	5.0000	$104.00	$520.00	RSM25FAC M, L, E, O&P
		01 - General Requirements Total					**$2,930.50**
23 - Heating, Ventilating, and Air-Conditioning (HVAC)							
4	23-09-23-10-4600	Control components/DDC system, front end costs, calibration labor Programming 8 man-hours	Point	8.0000	$181.00	$1,448.00	RSM26FAC L, O&P
		23 - Heating, Ventilating, and Air-Conditioning (HVAC) Total					**$1,448.00**
Modified Line Items							
5	28-23-13-10-2600	Closed circuit television system (CCTV), industrial quality, for additional camera stations, add 02634-001 P3737PLE 4x5MP M4218LV 4K Dome Vandal 02415-001 P4705-PLVE 2x2MP Dome 03153-001 P3277-LVE 02506-001 Q1806-LE Includes Mounting Brackets 6+1+7+3+1 = 18.00 Crew: 1 ELEC, Output: 2.7, Labor Hours: 2.963 Material: $852.50, Labor: $347.50	Ea.	18.0000	$1,200.00	$21,600.00	CUSTOM M, L, O&P
6	28-23-13-10-2800	Closed circuit television system (CCTV), industrial quality, for weatherproof camera station, add 02506-001 Q1806-LE Includes Mounting Brackets Crew: 1 ELEC, Output: 1.3, Labor Hours: 6.154 Material: $583.00, Labor: $717.00	Ea.	1.0000	$1,300.00	$1,300.00	CUSTOM M, L, O&P
7	28-23-13-10-3000	Closed circuit television system (CCTV), industrial quality, for pan and tilt, add 02634-001 P3737PLE 4x5MP 02415-001 P4705-PLVE 2x2MP Dome Includes Mounting Brackets 6+7 = 13.00 Crew: 1 ELEC, Output: 1.3, Labor Hours: 6.154 Material: $1,540.00, Labor: $735.00	Ea.	13.0000	$2,275.00	$29,575.00	CUSTOM M, L, O&P
8	SLCAVG	Avigilon Licnese Material: $217.50	Ea	10.0000	$217.50	$2,175.00	CUSTOM M, B
		Modified Line Items Total					**$54,650.00**

Estimator: PH2 Solutions LLC | **City of Georgetown - Budgetary Camera Replacement**

Modified Line Items

Item	Description	UM	Quantity	Unit Cost	Total	Book
	Estimate Grand Total					**50,792.94**

Date: September 4, 2026 **Quote Number: FPS-COG-CRED-ACTIV**

City of Georgetown
Lyle Fraser
Facilities Project Coordinator
Lyle.Fraser@georgetowntexas.gov

Project: City of Georgetown HID Credential Upgrade and Active Directory Sync.

Firetrol Protection Systems, Inc. is pleased to provide you with this proposal to replace the current Proximity Credentials with a new dual technology credential that uses Proximity and iCLASS SEOS. Along with that newer technology we are also implementing the HID Corporate 1000 which tracks the new cards preventing duplication and HID Elite Key which provides an additional level of encryption from credential to card reader. This provide the most secure credential system possible for the city. Firetrol recommends the City of Georgetown use this process to clean up existing credential holders and update badging pictures for the new badge printing that will be done in bulk from HID.

Firetrol Protection Systems will also provide the needed licensing and labor to tie the Lenel Onguard system to the city's active directory system which will help automate the entering and removal of user credentials in the access control system.

Part Number	Description	Qty.	Sales Price	Extended Sales Price
HID MC-1000	Corportate 1000 Card Format	2500	$0.32	$800.00
HID MC-1000	iCLASS Seos - Prox dual tech card	2500	$11.14	$27,850.00
HID MC-0036	Elite Key Fee	2500	$0.35	$875.00
HID LC-0001	Artwork Proof/Reproof	1	$302.00	$302.00
CS-DEV-AD	Active Directory Cardholder Sync.	1	$7,815.50	$7,815.50
PES-DEPLOY	Deployment Assistance for Directory Sync.	1	$7,815.50	$7,815.50
PH2 Sol	PH2 Solutions TIPS RS Means	1	$725.00	$725.00

Total Equipment Cost	$46,183.00
Total Programming	$8,384.00
Total Project Management	$1,310.00
Total Job Cost	$55,877.00

Cost (does not include sale and/or use tax) is fifty five thousand, eight hundred seventy seven dollars and zero cents ($55,877.00).

All work shall include; install labor, install materials, equipment, design labor, drawings, and programming, testing. Firetrol Terms and Conditions apply and are available upon request.

Exclusions:

Unless otherwise spelled out in "Scope of Work" these items are excluded

- Owner to provide city support in pulling credential user details from different city owned systems
- Owner to provide city support in pulling active directory information for setup of integration into Lenel Onguard.

- Overtime labor, after hour's inspection fees, expedited review fees, re-inspection fees and phone lines are excluded.
- Existing hardware and peripheral device are not covered under warranty.
- Network connections, IP address provided by owner.
- Tax – tax certificate to be provide if customer is tax exempt.

TIPS Contract #24020302

Thank you for allowing us the opportunity to provide you with our services. Please feel free to contact me on my cell if you have any questions (512) 662-1366.

Sincerely,

John Rogers
Security Manager

FIRETROL Protection Systems

Firetrol Protection Systems, Inc.
4616 W. Howard Lane, Building 7, Suite 700
Austin, Texas 78728
jrogers@firetrol.net
www.firetrol.net
Office 512-687-0115
Fax 512-687-0120
Cell 512-662-1366

Proposal Approval:

I, _____, approve the above signed proposal for the amount of $_____

on the date of _____, 2026.

X_____
Signature

September 9, 2026

City of Georgetown
808 Martin Luther King Jr St,
Georgetown, TX 78626

Re: Third Party Verification – RS Means – City of Georgetown - HID Credential Upgrade
Via Firetrol Protection Systems Inc's TIPS Contract 24020302 JOC

To Whom It May Concern:

PH2 Solutions LLC has completed RS Means Line-Item estimate for the above referenced project via Firetrol Protection Systems Inc's TIPS Contract 24020302

Per TIPS JOC contract specifications, the e4Clicks estimating platform utilizing the 2026 Quarter 3 RS Means Facilities Construction Cost data has been used to create this estimate.

The project scope encompasses the HID Credential Upgrade for the City of Georgetown as specified in the scope of work.

The attached RS Means Line-Item estimate is consistent with Firetrol Protection System's proposed RS Means Price Book pricing for your TIPS JOC Contract 2420302. Compliance with other laws, policies, and practices must be verified by the end user with the assistance of counsel, if necessary. Should you have any additional questions, please do not hesitate to call or email me at any time.

Respectfully Submitted,



Phillip Heath Hinton
PH2 Solutions LLC

Estimator: PH2 Solutions LLC

City of Georgetown - HID Credential Upgrade

Estimate Scope: City of Georgetown
Georgetown, TX 78626

Division Summary (MF04)

01 - General Requirements	$1,577.25	26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Modified Line Items	$31,338.01
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	$11,584.00	**MF04 Total (Without totalling components)**	**$44,499.26**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$13,161.25	Nonpriced Line Items	$31,338.01
RSMeans AUSTIN, TX CCI 2026Q3, 85.60%	$(1,895.22)	Nonpriced Contractors Coefficient (45.0000%)	$14,102.10
Contractors Coefficient ()		One-Time Additional TIPS Discount	$(829.14)

Grand Total **$55,877.00**

Estimator: PH2 Solutions LLC | **City of Georgetown - HID Credential Upgrade**

	Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements							
1	01-31-13-20-0200	Field personnel, project manager, average	Week	0.2500	$3,749.00	$937.25	RSM25FAC L, O&P
2	01-54-36-50-1200	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	Ea.	2.0000	$268.00	$536.00	RSM25FAC L, E, O&P
3	01-74-13-20-0052	Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	1.0000	$104.00	$104.00	RSM25FAC M, L, E, O&P
		01 - General Requirements Total					**$1,577.25**
23 - Heating, Ventilating, and Air-Conditioning (HVAC)							
4	23-09-23-10-4600	Control components/DDC system, front end costs, calibration labor Programming 64 man-hours	Point	64.0000	$181.00	$11,584.00	RSM26FAC L, O&P
		23 - Heating, Ventilating, and Air-Conditioning (HVAC) Total					**$11,584.00**
Modified Line Items							
5	CS-DEV-AD□	Active Directory Cardholder Sync. Material: $5,390.00	Ea	1.0000	$5,390.00	$5,390.00	CUSTOM M, B
6	HID LC-0001□	Artwork Proof/Reproof Material: $208.01	Ea	1.0000	$208.01	$208.01	CUSTOM M, B
7	HID MC-0036□	Elite Key Fee Material: $0.24	Ea	2,500.0000	$0.24	$600.00	CUSTOM M, B
8	HID MC-1000□	Corportate 1000 Card Format Material: $0.22	Ea	2,500.0000	$0.22	$550.00	CUSTOM M, B
9	HID MC-1000□	iCLASS Seos - Prox dual tech card Material: $7.68	Ea	2,500.0000	$7.68	$19,200.00	CUSTOM M, B
10	PES-DEPLOY□	Deployment Assistance for Directory Sync. Material: $5,390.00	Ea	1.0000	$5,390.00	$5,390.00	CUSTOM M, B
		Modified Line Items Total					**$31,338.01**
					Estimate Grand Total		**55,877.00**

Date: September 4, 2026 **Quote Number: FPS-COG-PUB-SAF-ACC-ADD**

City of Georgetown
Public Safety
3500 D B Wood Rd #1
Georgetown, TX 78628

Project: Public Safety Door Adds

Firetrol Protection Systems, Inc. is pleased to provide you with this proposal to access control to two doors located at Public Safety which are the 2nd floor CEP door and the storage room door on the tactical bldg.

Scope of Work

Firetrol Protection Systems will provide and install access control on the 2nd floor door of the CEP building. That will include replacing the current LNL-M2210 one door board with a LNL-M2220, adding a second enclosure to move the Altronix power supply boards for needed room for the larger LNL-M2220. The door will receive a Falcon electrified handset, transfer hinge, card reader, door position switch, conduit and cabling. The storage room door at the tactical building has existing electrified hardware that we will add electric power transfers into existing cut-outs so that we can get wire from door frame into the doors. We will tie-in the hardware along with adding the new card reader, door position switches, and cabling.

Part Number	Description	Qty.	Sales Price	Extended Sales Price
AX-BC400	Altronix Enclosure	1	$119.98	$119.98
AX-MM12	Altronix Standoffs	1	$58.25	$58.25
LNL-M2220	Lenel 2 door Intelligent Controller	1	$2,701.54	$2,701.54
40NKS-00-000000	Signo 40 reader	2	$347.66	$695.32
BAP-ACCCONT 5R	Access Composite Cable	0.5	$1,312.30	$656.15
Conduit	Conduit for CEP Bldg.	1	$384.87	$384.87
9KW37DEU15DS3626RQE	Best Electrified Handset with REX	1	$1,486.92	$1,486.92
ETH4W4545 626 CH-BB79	Transfer Hinge	1	$98.46	$98.46
EPT-12C	Electric Power Transfer, 12 conductor, Quick Connect	2	$1,001.54	$2,003.08
GI-18412WGW	1 inch Door contacts	3	$10.83	$32.49
GI-6644	Dual EOL Resistor Pack	4	$5.37	$21.48
T881JD-SCH Q 626 24V	Falcon Electrified Handset	1	$554.57	$554.57
ETH8W4545 626 CH-BB79	Command Access Energy Transfer Hinge	1	$123.85	$123.85
EPT10 SP28 CON	Electronic Power Transfer, 10 conductor with connectors	2	$600.23	$1,200.46
CON-192P	Wiring harness, with Molex connectors and pins	2	$210.98	$421.96
PH2 Solutions	Consulting Fee	1	$384.62	$384.62

Total Equipment Cost	$10,944.00
Total Labor	$5,240.00
Total Programming	$524.00
Total Project Management	$524.00
Total Job Cost	$17,232.00

Cost (does not include sales and/or use tax, if applicable) is seventeen thousand, two hundred thirty-two dollars and zero cents ($17,232.00).

All work shall include; install labor, install materials, equipment, design labor, drawings, and programming, testing. Firetrol Terms and Conditions apply and are available upon request.

Exclusions:

Unless otherwise spelled out in "Scope of Work" these items are excluded

- Cutting, painting, patching to be provided by owner.
- Overtime labor, after hour's inspection fees, expedited review fees, re-inspection fees and phone lines are excluded.
- Owner to provide IP Network infrastructure and IP address for new LNL-M2220
- Tax – tax certificate to be provide if customer is tax exempt.
- **Quote is valid for 60 days from date of proposal.**

Thank you for allowing us the opportunity to provide you with our services. Please feel free to contact me on my cell if you have any questions (512) 662-1366.

Sincerely,

John Rogers
Security Manager

FIRETROL Protection Systems

Firetrol Protection Systems, Inc.
4616 W. Howard Lane, Building 7, Suite 700
Austin, Texas 78728
jrogers@firetrol.net
www.firetrol.net
Office 512-687-0115
Fax 512-687-0120
Cell 512-662-1366

TIPS Contract #24020302

Proposal Approval:

I, _____, approve the above signed proposal for the amount of $_____

on the date of _____, 2026.

X_____
Signature

September 4, 2026

City of Georgetown
3500 D B Wood Rd #1
Georgetown, TX 78628

Re: Third Party Verification – RS Means – City of Georgetown - Public Safety Door Adds Via Firetrol Protection Systems Inc's TIPS Contract 24020302 JOC

To Whom It May Concern:

PH2 Solutions LLC has completed RS Means Line-Item estimate for the above referenced project via Firetrol Protection Systems Inc's TIPS Contract 24020302

Per TIPS JOC contract specifications, the e4Clicks estimating platform utilizing the 2026 Quarter 2 RS Means Facilities Construction Cost data has been used to create this estimate.

The project scope encompasses the furnish and installation of the access controls on the 2nd floor door of the CEP building for the City of Georgetown as specified in the scope of work.

The attached RS Means Line-Item estimate is consistent with Firetrol Protection System's proposed RS Means Price Book pricing for your TIPS JOC Contract 2420302. Compliance with other laws, policies, and practices must be verified by the end user with the assistance of counsel, if necessary. Should you have any additional questions, please do not hesitate to call or email me at any time.

Respectfully Submitted,

Phillip Heath Hinton
PH2 Solutions LLC

Estimator: PH2 Solutions LLC

City of Georgetown - Public Safety Door Adds

Estimate Scope: City of Georgetown
Public Safety
3500 D B Wood Rd #1
Georgetown, TX 78628

Division Summary (MF04)

01 - General Requirements	$3,895.90	26 - Electrical	$6,874.50
02 - Existing Conditions	$270.80	27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	$1,920.00
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings	$610.00	35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Modified Line Items	$4,562.18
14 - Conveying Equipment		Trades	$4,688.00
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	$2,160.00	**MF04 Total (Without totalling components)**	**$24,981.38**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$20,419.20	Nonpriced Line Items	$4,562.18
RSMeans AUSTIN, TX CCI 2026Q2, 84.60%	$(3,144.56)	Nonpriced Contractors Coefficient (45.0000%)	$2,052.98
Contractors Coefficient ()		One-Time Additional TIPS Discount	$(6,657.80)

Grand Total **$17,232.00**

Estimator: PH2 Solutions LLC | **City of Georgetown - Public Safety Door Adds**

	Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements							
1	01-31-13-20-0220	Field personnel, project manager, maximum	Week	0.2000	$4,274.00	$854.80	RSM26FAC L, O&P
2	01-54-33-40-7200-1	Hourly operating cost for rent truck pickup 3/4 ton 4 wheel drive	Ea.	40.0000	$12.95	$518.00	RSM26FAC E, O&P
3	01-54-33-40-7200-2	Rent per day for rent truck pickup 3/4 ton 4 wheel drive	Ea.	5.0000	$289.42	$1,447.10	RSM26FAC E, O&P
4	01-54-36-50-1200	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	Ea.	2.0000	$273.00	$546.00	RSM26FAC L, E, O&P
5	01-74-13-20-0052	Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	5.0000	$106.00	$530.00	RSM26FAC M, L, E, O&P
		01 - General Requirements Total					**$3,895.90**
02 - Existing Conditions							
6	02-41-19-19-3040	Selective demolition, rubbish handling, 50' haul, loading & trucking, hand loading truck, cost to be added to demolition cost	C.Y.	2.0000	$79.00	$158.00	RSM26FAC L, E, O&P
7	02-41-19-19-5000	Selective demolition, rubbish handling, up to 8 C.Y. truck, loading & trucking, haul, per mile, includes 2 mile haul, cost to be added to demolition cost	C.Y.	20.0000	$1.59	$31.80	RSM26FAC L, E, O&P
8	02-41-19-20-0500	Selective demolition, dump charges, typical urban city, reclamation station, usual charge, includes tipping fees only	Ton	1.0000	$81.00	$81.00	RSM26FAC M, O&P
		02 - Existing Conditions Total					**$270.80**
08 - Openings							
9	08-71-20-91-1010	Door hardware, special hinges, electric hinge with concealed conductor, average frequency, steel base, US26D, 4-1/2" x 4-1/2"	Pair	2.0000	$305.00	$610.00	RSM26FAC M, O&P
		08 - Openings Total					**$610.00**
23 - Heating, Ventilating, and Air-Conditioning (HVAC)							
10	23-09-23-10-4500	Control components/DDC system, front end costs, engineering labor, excl.drafting Programming Labor	Hr.	4.0000	$540.00	$2,160.00	RSM26FAC L, O&P
		23 - Heating, Ventilating, and Air-Conditioning (HVAC) Total					**$2,160.00**
26 - Electrical							
11	26-05-23-10-0400	Control cable, copper, THHN wire with PVC jacket, 600 V, 10 wires, #14 Electronic Power Transfer, 10 conductor with connectors	C.L.F.	4.0000	$525.00	$2,100.00	RSM26FAC M, L, O&P
12	26-05-23-20-2496	Tray cable, type TC, copper, 600 V, #16-25 conductor	C.L.F.	5.0000	$665.00	$3,325.00	RSM26FAC M, L, O&P

Estimator: PH2 Solutions LLC | **City of Georgetown - Public Safety Door Adds**

26 - Electrical

	Item	Description	UM	Quantity	Unit Cost	Total	Book
13	26-05-33-13-5020	Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	L.F.	100.0000	$9.05	$905.00	RSM26FAC M, L, O&P
14	26-05-33-13-5220	Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 3/4" diameter	Ea.	10.0000	$11.70	$117.00	RSM26FAC L, O&P
15	26-05-33-13-5340	EMT offsets, 3/4" diameter, to 15' H	Ea.	10.0000	$15.10	$151.00	RSM26FAC L, O&P
16	26-05-33-13-8710	EMT couplings, compression, steel, 3/4" diameter, to 15' H	Ea.	10.0000	$18.10	$181.00	RSM26FAC M, L, O&P
17	26-05-33-13-8810	EMT boxes connectors, compression, steel, 3/4" diameter, to 15' H	Ea.	10.0000	$9.55	$95.50	RSM26FAC M, L, O&P
		26 - Electrical Total					**$6,874.50**

28 - Electronic Safety and Security

18	28-15-11-11-0720	Access control equipment, entrance card reader, credential	Ea.	2.0000	$960.00	$1,920.00	RSM26FAC M, L, O&P
		Signo 40 reader					
		28 - Electronic Safety and Security Total					**$1,920.00**

Modified Line Items

19	AX-BC400	Altronix Enclosure	Ea	1.0000	$77.99	$77.99	CUSTOM M, B
		Material: $77.99					
20	AX-MM12	Altronix Standoffs	Ea	1.0000	$37.86	$37.86	CUSTOM M, B
		Material: $37.86					
21	EPT-12C□	Electric Power Transfer, 12 conductor, Quick Connect	Ea	2.0000	$651.00	$1,302.00	CUSTOM M, B
		Material: $651.00					
22	Falcon Electrified Handset	Falcon Electrified Handset	Ea	1.0000	$360.47	$360.47	CUSTOM M, B
		Material: $360.47					
23	GI-18412WGW□	1 inch Door contacts	Ea	3.0000	$7.04	$21.12	CUSTOM M, B
		Material: $7.04					
24	GI-6644□	Dual EOL Resistor Pack	Ea	4.0000	$3.49	$13.96	CUSTOM M, B
		Material: $3.49					
25	Handset	Best Electrified Handset with REX	Ea	1.0000	$966.50	$966.50	CUSTOM M, B
		Material: $966.50					
26	LNL-M2220	Lenel 2 door Intelligent Controller	Ea	1.0000	$1,756.00	$1,756.00	CUSTOM M, B
		Material: $1,756.00					
27	Wiring harness	Wiring harness, with Molex connectors and pins	Ea	2.0000	$13.14	$26.28	CUSTOM M, B
		Material: $13.14					

Estimator: PH2 Solutions LLC | **City of Georgetown - Public Safety Door Adds**

Modified Line Items

Item	Description	UM	Quantity	Unit Cost	Total	Book
	Modified Line Items Total					**$4,562.18**
Trades						
28 ELEC	Electricians - 2026 RSMeans Facilities O&P Rate Installation of non-priced Items	Hour	40.0000	$117.20	$4,688.00	Trades L, O&P
	Trades Total					**$4,688.00**
			Estimate Grand Total			**17,232.00**

Date: **September 4, 2026** **Quote Number: FPS-COG-COMM-CEN**

City of Georgetown
Community Center
445 East Morrow
Georgetown, TX 78626
Lyle Fraser
Lyle.Fraser@georgetowntexas.gov

Project: **City of Georgetown Community Center**

Firetrol Protection Systems, Inc. is pleased to provide you with this two proposal to add access control for additional doors for the above location.

Scope of Work One – One Panel/one door add

Firetrol Protection Systems will provide and install one Lifesafety Power supply enclosure that is capable of holding enough boards to do 4 doors. We will install one Lenel M2220 Intelligent Dual Reader control module inside that enclosure. The door will include a Signo 40 reader, door position switch, Schlage electrified door handle with integrated REX, transfer hinge, IC Core, keyed, cabling, resistor packs and labor.

Part Number	Unit Description	Qty.	Sell Price	Extended Sell Price
LS2-ELEM-4DR-E4M	Lifesafety Power FPO75-B100C4PD8PE4M power supply enclosure - 4 door capable	1	$1,232.76	$1,232.76
LNL-M2220	Intelligent Dual Reader Controller	1	$2,896.55	$2,896.55
40NKS-00-000000L	Signo 40 readers	1	$431.03	$431.03
GRI 184-12WG-B	Door Position Switch	1	$10.02	$10.02
ND80JDEU RHO 626 RX	Grade 1 Storeroom Fail Secure FSIC Prep Rhodes Lever w/integrated REX	1	$1085.43	$1085.43
ETH6WH4545 626 CH-BB79	6 wire Power Transfer Hinge	1	$173.28	$173.28
23-030 C 626	Full Size IC Core Keyway	1	$89.22	$89.22
Keying Charge LFIC	Keying Charge LFIC	1	$34.47	$34.47
48-101 Schlage	6 pin classic cut key	1	$8.29	$8.29
48-056 Schlage	Classic Cut Control Key	1	$16.29	$16.29
FIRPR BPACC-5R	Access Composite Cable Plenum	0.2	$1,470.69	$294.14
Conduit	Conduit for head in and for each door	1	$86.21	$86.21
GRI 6644	Dual EOL resistor pack	2	$5.84	$11.69
S&H/Misc. Materials		1	$116.33	$116.33

Equipment Cost	$	6,485.71
Labor Cost	$	2,041.38
Project Management	$	620.69
Technical	$	289.66
Total Cost	$	9,437.44

Cost (does not include sales and/or use tax, if applicable) is nine thousand, four hundred thirty-seven dollars and forty four cents ($9,437.44).

Scope of Work One – Complete panel and 5 door installation

Firetrol Protection Systems will provide and install a Lifesafety Power enclosure power supply, 1 Lenel M2220 Intelligent Dual Reader Controller, 2 Lenel 1320-S3 Dual Reader Interface Module (one for new panel and one for existing panel) with additional enclosure for existing panel. Each of the five doors will have a Signo 40 reader, door position switch, Schlage electrified handset with integrated REX, transfer hinge, key cores, cabling, conduit, resistor packs, locksmith to core wooden doors, and miscellaneous materials.

Part Number	Unit Description	Qty	Sell Price	Extended Sell Price
LS2-ELEM-4DR-E4M	Lifesafety Power FPO75-B100C4PD8PE4M power supply enclosure - 4 door capable	1	$1,232.76	$1,232.76
LNL-M2220	Intelligent Dual Reader Controller	1	$2,896.55	$2,896.55
LNL-1320-S3	Dual Reader Interface Module	2	$1,041.38	$2,082.76
40NKS-00-000000L	Signo 40 readers	5	$431.03	$2,155.15
GRI 184-12WG-B	Door Position Switch	5	$10.02	$50.10
ND80JDEU RHO 626 RX	Grade 1 Storeroom Fail Secure FSIC Prep Rhodes Lever w/integrated REX	5	$1,085.43	$5,427.15
ETH6WH4545 626 CH-BB79	6 wire Power Transfer Hinge	5	$173.28	$866.40
23-030 C 626	Full Size IC Core Keyway	5	$89.22	$446.10
Keying Charge LFIC	Keying Charge LFIC	5	$34.47	$172.35
48-101 Schlage	6 pin classic cut key	5	$8.29	$41.45
48-056 Schlage	Classic Cut Control Key	1	$16.29	$16.29
FIRPR BPACC-5R	Access Composite Cable Plenum	1	$1,470.69	$1,470.69
Conduit	Conduit for head in and for each door	6	$86.21	$517.24
LSP-E2-BOXED	E2 enclosure for additional board in existing panel area	1	$454.41	$454.41
ALT-MM8	Standoffs for additional board in existing area	1	$43.09	$43.09
GRI 6644	Dual EOL resistor pack	10	$5.84	$58.40
S&H/Misc. Materials		1	$650.64	$650.64
RS Means		1	$862.07	$862.07
Locksmith	Core wooden doors	1	$750.00	$750.00

Equipment Cost	$	20,193.60
Labor Cost	$	9,186.21
Project Management	$	1,241.38
Technical	$	1,158.62
Total Cost	$	31,779.81

Cost (does not include sales and/or use tax, if applicable) is thirty-one thousand, seven hundred seventy-nine dollars and eighty-one cents ($31,779.81).

All work shall include; install labor, install materials, equipment, design labor, drawings, and programming, testing. Firetrol Terms and Conditions apply and are available upon request.

Exclusions:

Unless otherwise spelled out in "Scope of Work" these items are excluded

- Cutting, painting, patching to be provided by owner.
- Overtime labor, after hour's inspection fees, expedited review fees, re-inspection fees and phone lines are excluded.
- Existing hardware and peripheral device are not covered under warranty.
- Network connections, IP address provided by owner.
- All 120 volt power is provided by owner
- Tax – tax certificate to be provide if customer is tax exempt.
- **Quote is valid for 30 days from date of proposal.**
- **Any surcharges from manufacturers due to potential tariffs will be passed on to end user through a change order.**

TIPS Contract #24020302

Thank you for allowing us the opportunity to provide you with our services. Please feel free to contact me on my cell if you have any questions (512) 662-1366.

Sincerely,

John Rogers
Security Manager

FIRETROL Protection Systems

Firetrol Protection Systems, Inc.
4616 W. Howard Lane, Building 7, Suite 700
Austin, Texas 78728
jrogers@firetrol.net
www.firetrol.net
Office 512-687-0115
Fax 512-687-0120
Cell 512-662-1366

Proposal Approval:

I, _____, approve the above signed proposal for the amount of $_____

on the date of _____, 2026.

X_____
Signature

September 4,2026

City of Georgetown
445 East Morrow
Georgetown, TX 78626

Re: Third Party Verification – RS Means – City of Georgetown Community Center Access Control for 5 Doors
Via Firetrol Protection Systems TIPS Contract 24020302 JOC

To Whom It May Concern:

PH2 Solutions LLC has completed RS Means Line-Item estimate for the above referenced project via Firetrol Protection Systems TIPS Contract 24020302

Per TIPS JOC contract specifications, the e4Clicks estimating platform utilizing the 2025 Quarter 4 RS Means Facilities Construction Cost data has been used to create this estimate.

The project scope encompasses the access control for 5 doors at the Community Center for the City of Georgetown as specified in the scope of work.

The attached RS Means Line-Item estimate is consistent with Firetrol Protection System's proposed RS Means Price Book pricing for your TIPS JOC Contract 2420302. Compliance with other laws, policies, and practices must be verified by the end user with the assistance of counsel, if necessary. Should you have any additional questions, please do not hesitate to call or email me at any time.

Respectfully Submitted,



Phillip Heath Hinton
PH2 Solutions LLC

Estimator: PH2 Solutions LLC

City of Georgetown Community Center Access Control 5 doors

Estimate Scope: City of Georgetown
Community Center
445 East Morrow
Georgetown, TX 78626

Division Summary (MF04)

01 - General Requirements	$7,169.60	26 - Electrical	$5,265.00
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings	$7,375.00	35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Modified Line Items	$6,007.64
14 - Conveying Equipment		Trades	$8,216.00
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$34,033.24**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$28,025.60	Nonpriced Line Items	$6,007.64
RSMeans AUSTIN, TX CCI 2025Q4, 84.40%	$(4,371.99)	Nonpriced Contractors Coefficient (45.0000%)	$2,703.44
Contractors Coefficient ()		One-Time Additional TIPS Discount	$(2,249.93)

Grand Total **$30,114.76**

Estimator: PH2 Solutions LLC — **City of Georgetown Community Center Access Control 5 doors**

	Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements							
1	01-21-53-50-0850-L	Cost adjustment factors, dust protection, add to construction costs for particular job requirements, maximum	Costs	13,300.0000	11.0000%	$1,463.00	RSM25FAC L, O&P
2	01-21-53-50-0850-M	Cost adjustment factors, dust protection, add to construction costs for particular job requirements, maximum	Costs	15,000.0000	4.0000%	$600.00	RSM25FAC M, O&P
3	01-21-53-50-1750-L	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum	Costs	13,300.0000	7.0000%	$931.00	RSM25FAC L, O&P
4	01-21-53-50-1750-M	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum	Costs	15,000.0000	5.0000%	$750.00	RSM25FAC M, O&P
5	01-31-13-20-0200	Field personnel, project manager, average	Week	0.4000	$3,749.00	$1,499.60	RSM25FAC L, O&P
6	01-54-36-50-1200	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	Ea.	2.0000	$268.00	$536.00	RSM25FAC L, E, O&P
7	01-54-36-50-1300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	Ea.	2.0000	$435.00	$870.00	RSM25FAC L, E, O&P
8	01-74-13-20-0052	Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	5.0000	$104.00	$520.00	RSM25FAC M, L, E, O&P
		01 - General Requirements Total					**$7,169.60**
08 - Openings							
9	08-71-20-15-1300	Door hardware, motel/hotel, interior, with access card, average Grade 1 Storeroom Fail Secure FSIC Prep Rhodes Lever w/integrated REX	Door	5.0000	$1,475.00	$7,375.00	RSM25FAC M, L, O&P
		08 - Openings Total					**$7,375.00**
26 - Electrical							
10	26-05-23-10-0200	Control cable, copper, THHN wire with PVC jacket, 600 V, 6 wires, #14	C.L.F.	10.0000	$375.00	$3,750.00	RSM25FAC M, L, O&P
11	26-05-33-35-1034	Flexible metallic conduit, aluminum, 1/2" diameter	L.F.	300.0000	$5.05	$1,515.00	RSM25FAC M, L, O&P
		26 - Electrical Total					**$5,265.00**
Modified Line Items							
12	6 pin classic cut key	6 pin classic cut key Material: $4.41	Ea	5.0000	$4.41	$22.05	CUSTOM M, B
13	Classic Cut Control Key	Classic Cut Control Key Material: $8.60	Ea	1.0000	$8.60	$8.60	CUSTOM M, B
14	Door Position Switch	Door Position Switch Material: $5.81	Ea	5.0000	$5.81	$29.05	CUSTOM M, B

Estimator: PH2 Solutions LLC — City of Georgetown Community Center Access Control 5 doors

Modified Line Items

	Item	Description	UM	Quantity	Unit Cost	Total	Book
15	Dual EOL resistor pack	Dual EOL resistor pack Material: $2.75	Ea	10.0000	$2.75	$27.50	CUSTOM M, B
16	Dual Reader Controller	Intelligent Dual Reader Controller Material: $1,631.00	Ea	1.0000	$1,631.00	$1,631.00	CUSTOM M, B
17	Dual Reader Interface Module	Dual Reader Interface Module Material: $586.00	Ea	2.0000	$586.00	$1,172.00	CUSTOM M, B
18	E2 enclosure	E2 enclosure for additional board in existing panel area Material: $159.58	Ea	1.0000	$159.58	$159.58	CUSTOM M, B
19	Freight	Freight Material: $377.37	LSUM	1.0000	$377.37	$377.37	CUSTOM M, B
20	Full Size IC Core Keyway	Full Size IC Core Keyway Material: $47.70	Ea	5.0000	$47.70	$238.50	CUSTOM M, B
21	Keying Charge LFIC	Keying Charge LFIC Material: $19.99	Ea	5.0000	$19.99	$99.95	CUSTOM M, B
22	Lifesafety Power FPO75	Lifesafety Power FPO75-B100C4PD8PE4M power supply enclosure - 4 door capable Material: $506.00	Ea	1.0000	$506.00	$506.00	CUSTOM M, B
23	Power Transfer Hinge	6 wire Power Transfer Hinge Material: $100.50	Ea	5.0000	$100.50	$502.50	CUSTOM M, B
24	Signo 40 readers	Signo 40 readers Material: $241.00	Ea	5.0000	$241.00	$1,205.00	CUSTOM M, B
25	Standoffs	Standoffs for additional board in existing are Material: $28.54	Ea	1.0000	$28.54	$28.54	CUSTOM M, B
		Modified Line Items Total					**$6,007.64**

Trades

26	SKWK	Skilled Workers Average (35 trades) - 2025 RSMeans Facilities O&P Rate 72 hours for installation 8 hours for programming 72+8 = 80.00	Hour	80.0000	$102.70	$8,216.00	Trades L, O&P
		Trades Total					**$8,216.00**

Estimator: PH2 Solutions LLC — **City of Georgetown Community Center Access Control 5 doors**

Item	Description	UM	Quantity	Unit Cost	Total	Book
	Estimate Grand Total					**30,114.76**

September 4, 2026

City of Georgetown
445 East Morrow
Georgetown, TX 78626

Re: Third Party Verification – RS Means – City of Georgetown Community Center Access Control for 1 Door
Via Firetrol Protection Systems TIPS Contract 24020302 JOC

To Whom It May Concern:

PH2 Solutions LLC has completed RS Means Line-Item estimate for the above referenced project via Firetrol Protection Systems TIPS Contract 24020302

Per TIPS JOC contract specifications, the e4Clicks estimating platform utilizing the 2025 Quarter 4 RS Means Facilities Construction Cost data has been used to create this estimate.

The project scope encompasses the access control for 1 door at the Community Center for the City of Georgetown as specified in the scope of work.

The attached RS Means Line-Item estimate is consistent with Firetrol Protection System's proposed RS Means Price Book pricing for your TIPS JOC Contract 2420302. Compliance with other laws, policies, and practices must be verified by the end user with the assistance of counsel, if necessary. Should you have any additional questions, please do not hesitate to call or email me at any time.

Respectfully Submitted,

Phillip Heath Hinton
PH2 Solutions LLC

Estimator: PH2 Solutions LLC

City of Georgetown Community Center Access Control

Estimate Scope: City of Georgetown
Community Center
445 East Morrow
Georgetown, TX 78626

Division Summary (MF04)

01 - General Requirements	$1,389.80	26 - Electrical	$1,002.50
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings	$1,475.00	35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Modified Line Items	$2,617.99
14 - Conveying Equipment		Trades	$3,594.50
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$10,079.79**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$7,461.80	Nonpriced Line Items	$2,617.99
RSMeans AUSTIN, TX CCI 2025Q4, 84.40%	$(1,164.04)	Nonpriced Contractors Coefficient (45.0000%)	$1,178.10
Contractors Coefficient ()		One-Time Additional TIPS Discount	$(1,299.42)

Grand Total	**$8,794.43**

Estimator: PH2 Solutions LLC — **City of Georgetown Community Center Access Control**

	Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements							
1	01-31-13-20-0200	Field personnel, project manager, average	Week	0.2000	$3,749.80	$749.80	RSM25FAC L, O&P
2	01-54-36-50-1200	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	Ea.	2.0000	$268.00	$536.00	RSM25FAC L, E, O&P
3	01-74-13-20-0052	Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	1.0000	$104.00	$104.00	RSM25FAC M, L, E, O&P
		01 - General Requirements Total					**$1,389.80**
08 - Openings							
4	08-71-20-15-1300	Door hardware, motel/hotel, interior, with access card, average Grade 1 Storeroom Fail Secure FSIC Prep Rhodes Lever w/integrated REX	Door	1.0000	$1,475.00	$1,475.00	RSM25FAC M, L, O&P
		08 - Openings Total					**$1,475.00**
26 - Electrical							
5	26-05-23-10-0200	Control cable, copper, THHN wire with PVC jacket, 600 V, 6 wires, #14	C.L.F.	2.0000	$375.00	$750.00	RSM25FAC M, L, O&P
6	26-05-33-35-1034	Flexible metallic conduit, aluminum, 1/2" diameter	L.F.	50.0000	$5.05	$252.50	RSM25FAC M, L, O&P
		26 - Electrical Total					**$1,002.50**
Modified Line Items							
7	6 pin classic cut key	6 pin classic cut key Material: $4.41	Ea	1.0000	$4.41	$4.41	CUSTOM M, B
8	Classic Cut Control Key	Classic Cut Control Key Material: $8.60	Ea	1.0000	$8.60	$8.60	CUSTOM M, B
9	Door Position Switch	Door Position Switch Material: $5.81	Ea	1.0000	$5.81	$5.81	CUSTOM M, B
10	Dual EOL resistor pack	Dual EOL resistor pack Material: $2.75	Ea	2.0000	$2.75	$5.50	CUSTOM M, B
11	Dual Reader Controller	Intelligent Dual Reader Controller Material: $1,631.00	Ea	1.0000	$1,631.00	$1,631.00	CUSTOM M, B
12	Freight	Freight Material: $67.47	LSUM	1.0000	$67.47	$67.47	CUSTOM M, B
13	Full Size IC Core Keyway	Full Size IC Core Keyway Material: $47.70	Ea	1.0000	$47.70	$47.70	CUSTOM M, B

Estimator: PH2 Solutions LLC — City of Georgetown Community Center Access Control

Modified Line Items

	Item	Description	UM	Quantity	Unit Cost	Total	Book
14	Lifesafety Power FPO75	Lifesafety Power FPO75-B100C4PD8PE4M power supply enclosure - 4 door capable Material: $506.00	Ea	1.0000	$506.00	$506.00	CUSTOM M, B
15	Power Transfer Hinge	6 wire Power Transfer Hinge Material: $100.50	Ea	1.0000	$100.50	$100.50	CUSTOM M, B
16	Signo 40 readers	Signo 40 readers Material: $241.00	Ea	1.0000	$241.00	$241.00	CUSTOM M, B
		Modified Line Items Total					**$2,617.99**

Trades

17	SKWK	Skilled Workers Average (35 trades) - 2025 RSMeans Facilities O&P Rate 33 hours for installation 2 hours for programming 33+2 = 35.00	Hour	35.0000	$102.70	$3,594.50	Trades L, O&P
		Trades Total					**$3,594.50**

Estimate Grand Total **8,794.43**

FIRETROL Protection Systems

Date: September 9, 2026 **Quote Number: FPS-COG-SEC-EMBED**

City of Georgetown
300 1 Industrial Ave
Georgetown, TX 78626
Lyle Fraser – Facilities Project Coordinator
Lyle.Fraser@georgetowntexas.gov

Project: **City of Georgetown – Lenel Onguard SUSP Renewal**

Firetrol Protection Systems, Inc. is pleased to provide you with this proposal to renewal the SUSP site support agreement for the Lenel Onguard Access Control System.

Lenel Site Support License Renewal

Part Number	Description	Qty.	Sales Price	Extended Sales Price
SUSP-PRO-TR-2	Pro TR 2 SUSP Plan	1	$7,337.00	$7,337.00
SUSP-DV	DV Channel SUSP Plan	72	$18.85	$1,357.20

Total Equipment Cost	$8,694.20
Total Programming	$262.00
Total Job Cost	$8,956.20

Cost (does not include sales and/or use tax, if applicable) is eight thousand, nine hundred fifty six dollars and twenty cents ($8,956.20).

Exclusions:

Unless otherwise spelled out in "Scope of Work" these items are excluded

- Cutting, painting, patching to be provided by owner.
- Overtime labor, after hour's inspection fees, expedited review fees, re-inspection fees
- Existing hardware and peripheral device are not covered under warranty.
- Replacement equipment is not included in this cost.
- Tax – tax certificate to be provide if customer is tax exempt.

TIPS Contract #24020302

Thank you for allowing us the opportunity to provide you with our services. Please feel free to contact me on my cell if you have any questions (512) 662-1366.

Sincerely,

John Rogers
Security Manager

FIRETROL
Protection Systems

Firetrol Protection Systems, Inc.
4616 W. Howard Lane, Building 7, Suite 700
Austin, Texas 78728
jrogers@firetrol.net
www.firetrol.net
Office 512-687-0115
Fax 512-687-0120
Cell 512-662-1366

Proposal Approval:

I, _____, approve the above signed proposal for the amount of $_____

on the date of _____, 2026.

X_____
Signature

September 9, 2026

City of Georgetown
808 Martin Luther King Jr St,
Georgetown, TX 78626

Re: Third Party Verification – RS Means – City of Georgetown - Lenel Onguard SUSP Renewal

Via Firetrol Protection Systems Inc's TIPS Contract 24020302 JOC

To Whom It May Concern:

PH2 Solutions LLC has completed RS Means Line-Item estimate for the above referenced project via Firetrol Protection Systems Inc's TIPS Contract 24020302

Per TIPS JOC contract specifications, the e4Clicks estimating platform utilizing the 2026 Quarter 3 RS Means Facilities Construction Cost data has been used to create this estimate.

The project scope encompasses the Lenel Onguard SUSP Renewal for the City of Georgetown as specified in the scope of work.

The attached RS Means Line-Item estimate is consistent with Firetrol Protection System's proposed RS Means Price Book pricing for your TIPS JOC Contract 2420302. Compliance with other laws, policies, and practices must be verified by the end user with the assistance of counsel, if necessary. Should you have any additional questions, please do not hesitate to call or email me at any time.

Respectfully Submitted,

Phillip Heath Hinton
PH2 Solutions LLC

Estimator: PH2 Solutions LLC

City of Georgetown - Lenel Onguard SUSP Renewal

Estimate Scope: City of Georgetown
808 Martin Luther King Jr St,
Georgetown, TX 78626

Division Summary (MF04)

01 - General Requirements	$640.00	26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Modified Line Items	$5,996.00
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	$362.00	**MF04 Total (Without totalling components)**	**$6,998.00**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$1,002.00	Nonpriced Line Items	$5,996.00
RSMeans AUSTIN, TX CCI 2026Q3, 85.60%	$(144.29)	Nonpriced Contractors Coefficient (45.0000%)	$2,698.20
Contractors Coefficient ()		One-Time Additional TIPS Discount	$(595.71)

Grand Total **$8,956.20**

Estimator: PH2 Solutions LLC | **City of Georgetown - Lenel Onguard SUSP Renewal**

	Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements							
1	01-54-36-50-1200	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	Ea.	2.0000	$268.00	$536.00	RSM25FAC L, E, O&P
2	01-74-13-20-0052	Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	1.0000	$104.00	$104.00	RSM25FAC M, L, E, O&P
		01 - General Requirements Total					**$640.00**
23 - Heating, Ventilating, and Air-Conditioning (HVAC)							
3	23-09-23-10-4600	Control components/DDC system, front end costs, calibration labor Programming 2 man-hours	Point	2.0000	$181.00	$362.00	RSM26FAC L, O&P
		23 - Heating, Ventilating, and Air-Conditioning (HVAC) Total					**$362.00**
Modified Line Items							
4	SUSP-DV□	DV Channel SUSP Plan Material: $13.00	Ea	72.0000	$13.00	$936.00	CUSTOM M, B
5	SUSP-PRO-TR-2	Pro TR 2 SUSP Plan Material: $5,060.00	LSUM	1.0000	$5,060.00	$5,060.00	CUSTOM M, B
		Modified Line Items Total					**$5,996.00**
					Estimate Grand Total		**8,956.20**

EXHIBIT C
COOPERATIVE AGREEMENTS

TIPS Contract #24020301 with Firetrol Protection Systems for Security Solutions and TIPS Contract #24020302 with Firetrol Protection Systems for Security Solutions are hereby incorporated by reference. These Cooperative Agreements are available via https://www.tips-usa.com/contracts.

EXHIBIT D
PAYMENT SCHEDULE

The Contractor must submit ***regular*** invoices to the City, accompanied by an explanation of charges, fees, services, and expenses, including an accounting of actual hours worked.

A. Invoicing Requirements
   1) Invoices shall be submitted via email on the Friday following completion of services.
   2) All invoicing is to be emailed to Lyle Fraser at lyle.fraser@georgetowntexas.gov for processing.
   3) All invoicing must be itemized with parts and labor listed accordingly.
   4) Facility Services must review and approve all invoices internally prior to submission to Accounts Payable.
   5) No invoice should be sent directly to City of Georgetown AP Department.

B. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

C. The labor rates, materials, and products shall not exceed TIPs Contracts #24020301 and #24020302.

D. The estimated needs of the City are estimated to include:

   Embedded Technician Support Program – **$280,340.00**
   Lenel Site Support License Renewal - **$8,956.20**
   Camera Replacement - **$50,792.94**
   Community Center Access Control Additions - **$31,779.81**
   PSOTC Access Control Additions - **$17,232.00**
   Credential Upgrade - **$55,877.00**
   Additional access control, security, camera install/repair - **$54,422.05**

EXHIBIT E
INSURANCE REQUIREMENTS

I. The Contractor agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

A. Commercial General Liability
B. Business Automobile Liability
C. Workers' Compensation
D. Professional Liability

II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit F, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
C. "Claims made" policies are not accepted, except for Professional Liability insurance.
D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
    1. The insurance company is licensed and authorized to do business in the State of Texas
    2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
    3. All endorsements and coverages are included according to the requirements of this Agreement
    4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

IV. **Commercial General Liability** requirements:

A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.
C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

V. **Business Automobile Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.
C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VI. **Workers' Compensation Insurance** requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all* employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the

subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.

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

1. Employer's Liability limit of $1,000,000 for each accident is required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VII. **Professional Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City upon request.
C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

EXHIBIT F
CERTIFICATES OF INSURANCE

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Firetrol Protection Systems - Fire Alarm/Suppression, Inspection, Monitoring, and Repair Contract

SUGGESTED ACTION:
Consideration and possible action to execute a one-year agreement, with one an option to renewal for one additional year, for inspection, maintenance, and monitoring contract with Firetrol Protection Systems of Austin Texas through TIPS Contract #24020301 for fire sprinkler/alarm inspections, deficiency repairs, and monitoring in the total amount of $302,848.00 with an annual not to exceed amount of $151,424.00 -- Eric Johnson, Public Works Director, and Trish Long, Facility Services Manager

ITEM SUMMARY:
This contract is to provide fire protections services to the City including annual Inspections of fire alarms, fire sprinkler systems, fire system backflows, and fire extinguishers; quarterly inspections of fire range hoods, and FM 200 systems; and monitoring of all fire safety and intrusion systems. Service and repairs on all related equipment and devices. The City has used Firetrol Protection Systems since 2019 for all services related to the fire protection systems and equipment. Firetrol has a knowledgeable group of technicians and inspectors that have provided timely and high-quality responses for all facets of service. Firetrol provides detailed reports for all inspections including all required deficiency repairs and service reports on all service calls. Firetrol processes all required reporting to Georgetown Fire Department and VEPO on inspections. As a result of Firetrol's level of service the City has experienced a streamlined process for inspections and minimized down time due to system troubles.

FINANCIAL IMPACT:
Funding provided in the FY2027 Facilities Internal Services Fund.

SUBMITTED BY:
Lauren Wilson, Public Works

ATTACHMENTS:
27-0021-SC Firetrol fire alarm services [clean].pdf

SUPPLEMENTAL AGREEMENT WITH THE CITY OF GEORGETOWN, TEXAS

WHEREAS, the City desires to enter into an Agreement for Firetrol Protection Systems to provide the City of Georgetown with inspections, service, repairs and monitoring of Fire Alarm, Intrusion Alarm, Fire Sprinkler, Suppression Hood, Fire Line Backflows, and FM200 systems; and

WHEREAS, the City is a member of the Choice Partners Cooperative and Contractor is an approved Cooperative vendor through TIPS Contract #24020301 with Firetrol Protection Systems for Security Solutions (the "Cooperative Agreements");

WHEREAS, the City is permitted to make purchases pursuant to a cooperative agreement in accordance with Texas Local Government Code Section 271.102 and a City making a purchase in accordance with Subchapter F of Chapter 271 of the Local Government Code satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services; and

WHEREAS, the City desires to purchase certain goods and services from the Contractor pursuant to the Cooperative Agreement and in accordance with the supplemental terms contained herein; and

WHEREAS, the City desires to purchase certain goods and services from the Contractor pursuant to the Cooperative Agreement; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

AGREEMENT

This Supplemental Agreement is entered into and made effective on the 1st day of October, 2026 by and between the **City of Georgetown**, a Texas home-rule municipal corporation (the "City"), and **Firetrol Protection Systems** (the "Contractor"), pursuant to the TIPS Contract #24020301 for the following work: **inspections, service, repairs and monitoring of Fire Alarm, Intrusion Alarm, Fire Sprinkler, Suppression Hood, Fire Line Backflows, and FM200 systems**, as described in the Scope of Services, attached as **Exhibit A.**

1. **Consideration.** In consideration for the services performed in the Scope of Services and Contractor's completion of work in conformity with this Agreement, the City shall pay the Contractor an annual amount not to exceed **One hundred and fifty thousand, two hundred and ninety-one dollars and no cents ($150,291.00)**.

2. **Term.** This Agreement shall become effective on the date signed by the City. The initial term of the Agreement is through September 30, 2027, with the option to renew for one (1) additional one (1) year term on the same terms and conditions. Any renewal must be in writing and executed by the parties.

3. **Cooperative Agreements**. The Parties agree the inspections, service, repairs and monitoring of Fire Alarm, Intrusion Alarm, Fire Sprinkler, Suppression Hood, Fire Line Backflows, and FM200 system services are provided in accordance with the terms and conditions of the Cooperative Agreements. The Cooperative Agreements, available through TIPS at https://www.tips-usa.com/contracts/vendors/57175739CED3A7F0D5A246C45626DFD2/, are hereby incorporated at Exhibit C by reference.

4. **Cooperative Agreement Terms Prevail**. In the event there is a conflict between a term in Exhibit C, the body of this Agreement, and any attached or incorporated exhibit, the terms of Exhibit C prevail. In the event there is a conflict between this Agreement and any of the exhibits, the order of precedence shall be Exhibit C, this Agreement, Exhibit A, Exhibit D, Exhibit E, Exhibit B, and Exhibit F. Subject to the controlling terms of Exhibit C, Exhibit B shall control with respect to Contractor's scope of work, pricing, assumptions, clarifications, inclusions, and exclusions.

5. **Payment Application.** Within **seven (7)** calendar days of completion of the services, the Contractor will submit its payment application to the City.

6. **City's Payment and Approval**. All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Contractor within thirty days after of receipt of a correct payment application for services. The Contractor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Contractor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Contractor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the payment application is not mailed to the City in accordance with this Agreement.

7. **Non-Appropriation**. This Agreement is a commitment of City's current revenues only. 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 Contractor a written notice of termination at the end of its then current fiscal year.

8. **Executed Agreement. The Contractor shall not commence any work under this Agreement until the City provides written notice to proceed (the "Notice to Proceed"),**

which shall not occur until this Agreement is fully executed and all exhibits and other attachments are completely executed and attached to the Agreement.

9. **Change Orders.** Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the scope of the services except in the event of a duly authorized change order approved by the City as provided in this Agreement.

10. **Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

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

12. **INDEMNIFICATION. THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY. NOTWITHSTANDING THE FOREGOING, CONTRACTOR'S INDEMNIFICATION OBLIGATIONS SHALL NOT APPLY TO THE EXTENT ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY IS CAUSED BY NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF CONTRACT, VIOLATION OF LAW, OR OTHER WRONGFUL CONDUCT OF THE CITY OR ANY OTHER INDEMNIFIED PARTY.**

13. **RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE WORK TO BE PERFORMED HEREUNDER BY CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY. NOTWITHSTANDING THE FOREGOING, CONTRACTOR DOES NOT RELEASE OR WAIVE ANY CLAIM TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OR ANY OTHER RELEASED PARTY.**

14. **Limitation of Liability.** Each party's total aggregate liability to the other Party arising out of or related to this Agreement in contract, tort, strict liability, or any other legal theory shall not exceed the total fees payable under this Agreement. In no event shall either party be liable to the other for any incidental, indirect, special, exemplary, punitive, or consequential damages, including lost profits, lost revenue, loss of use, or business interruption.

15. **Performance.** Contractor, 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. Contractor shall undertake the work and complete it in a timely manner in accordance with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.

16. **Warranty [goods].** The Contractor warrants that goods supplied under this Agreement are free of defects in material, workmanship and design, suitable for the purpose intended, and in compliance with all applicable specifications and free from liens or encumbrance on title.

17. **Warranty [services].** The Contractor warrants that all services performed are in accordance with current, sound and generally accepted industry practices by qualified personnel trained and experienced in the appropriate fields and that the services are in conformance with any specification/statement of work contained or referenced in this Agreement. In the event of a breach of this warranty, the vendor shall, at no cost to the city, re-perform or perform the services so that the services conform to the warranty.

18. **Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.

19. **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 Contractor from the City's Contractor list in the event that this Agreement is terminated for cause and any offer submitted by the Contractor may be disqualified for up to three (3) years.

20. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Contractor pursuant to this Agreement. Contractor shall deliver all documents or other work product to the City upon request, including original versions if specified in the request. Notwithstanding the foregoing, Contractor retains ownership of all pre-existing materials, software, programming tools, templates, methodologies, processes, know-how, forms, and other proprietary materials developed independently of this Agreement. City shall own only project-specific deliverables created specifically for City and paid for under this Agreement."

21. **Taxes**. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

22. **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the information of the other party ("Confidential Information") 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. Parties shall endeavor to designate Confidential Information 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. This paragraph shall survive the term of the Agreement.

23. Notices. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Contractor:

Firetrol Protection Systems
Attn: Donnie Rogers
4616 West Howard Lane
Building 7 Suite 700
Austin, Texas 78728

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

24. Independent Contractor. The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. The Contractor's services shall be those of an independent contractor. This Agreement does not grant any rights or privileges established for employees of the City. Contractor shall not be within protection or coverage of any insurance that the City, from time to time, may have in force. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.

25. Force Majeure. The City and the Contractor will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Contractor shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

26. Nondiscrimination. The Contractor, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate

either directly or indirectly in the discrimination prohibited by any federal, state or local law.

27. Right to Audit. The Contractor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Contractor records related to the performance under this Agreement. The Contractor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

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

29. Bonds.

a. General.

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

ii. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, Contractor shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to City.

iii. When Performance Bonds and/or Payment Bonds are required, each shall be issued in an amount of one hundred percent (100%) of the Contract Amount as security for the faithful performance and/or payment of all Contractor's obligations under the Contract Documents. Performance Bonds and Payment Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by City pursuant to applicable law. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of 10 percent of its capital and surplus. Such a surety must reinsure any obligations over 10 percent.

b. Performance Bond.

i. If the Contract Amount exceeds $100,000, Contractor shall furnish City with a Performance Bond in the form set out by City. The Performance Bond shall be effective for the Contract Time and through all warranty period(s).

ii. If the Contract Amount exceeds $50,000 but is less than or equal to $100,000, Contractor shall furnish City with a Performance Bond in the form set out by City, unless the original Contract Time is 60 Calendar Days or less, in which case Contractor can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no money will be paid to Contractor until completion and acceptance of the Work by City; Contractor shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the one year warranty period.

iii. If the Contract Amount is less than or equal to $50,000, Contractor will not be required to furnish a Performance Bond.

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

c. Payment Bond.

i. If the Contract Amount exceeds $50,000, Contractor shall furnish City with a Payment Bond in the form set out by City.

ii. If the Contract Amount is less than or equal to $50,000, Contractor will not be required to furnish a Payment Bond; provided that no money will be paid to Contractor until completion and acceptance of the Work by City.

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

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

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

g. Claims on Payment Bonds. Claims on payment bonds must be sent directly to the Contractor and his surety in accordance with Tex. Gov't Code § 2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the

Contractor on such Contract, and that reliance on notices sent to the City may result in loss of their rights against the Contractor and/or his surety. The City is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

h. Payment Claims when Payment Bond is not required. The rights of Subcontractors regarding payment are governed by Tex. Prop. Code, §§53.231 – 53.239 when the value of the Contract between the City and the Contractor is less than $25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claim.

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

30. **Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Contractor certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

31. **Contractor Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

32. **Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2276, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

33. **Contractor Certification Regarding Boycotting Firearm and Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

34. **No Waiver.** No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

35. **Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.

36. **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.

37. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. Venue shall be the applicable courts of Williamson County, Texas.

38. **Dispute Resolution.** If either the Contractor or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

39. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. For clarity, a merger, consolidation, recapitalization, reorganization, sale or transfer of equity or voting securities, or other direct or indirect change in ownership or control of Contractor shall not constitute an assignment requiring City's consent. Contractor shall provide reasonable written notice following any material change of control that could reasonably affect its ability to perform the Services.

40. **Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Contractor.

41. **Duplicate Originals.** The parties may execute this Agreement in duplicate originals, each of equal dignity.

42. **Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

43. Entire Agreement. This Agreement, with all exhibits, attachments, and appendices attached, represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject of this Agreement.

List of Exhibits

Exhibit A – Scope of Services
Exhibit B – Contractor's Proposal and Price List
Exhibit C – Cooperative Agreement
Exhibit D – Payment Schedule
Exhibit E – Insurance Requirements
Exhibit F – Certificates of Insurance

[*signatures on the following page*]

CITY OF GEORGETOWN	**CONTRACTOR**
By: _____	By: _____
Name: Josh Schroeder, Mayor	Name, Title: _____
Date: _____	Date: _____

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A
SCOPE OF SERVICES

The terms and conditions of this Agreement shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.

A. The Contractor shall provide all materials, and preform all labor needed for City Fire Protection Systems services and repairs.
B. The Contractor shall provide the following upon request by the City:
    a. Required Inspections
        i. Annual fire alarm inspections
        ii. Annual fire sprinkler inspections
        iii. Annual fire line backflow inspections
        iv. Bi-annual suppression hood inspections
        v. Bi-annual FM200 inspections
        vi. Submission of fees and reports to VEPO for all backflows
        vii. Submission of fees and reports to Georgetown Fire Department Compliance Engine
    b. Emergency Monitoring
        i. Fire Alarm Panels
        ii. Intrusion/Panic Alarms
C. The Contractor shall provide the Services in a timely manner. The Contractor's response times shall need exceed the following maximums:
        i. Standard service request – 24-48 hours
        ii. Emergency Service Request – 2 hours
D. Major Repairs
    a. All major repairs (repairs with an estimated cost exceeding $5,000.00) will be on a quote basis for these repairs and implemented only after approval by City of Georgetown Facilities management.
    b. Facilities reserve the right to request competing bids from other vendors for all quoted repairs.
E. Communication Requirements
    a. All Work Orders/Service Tickets must be emailed to: facilitiesgroup@georgetowntexas.gov
    b. All technicians must call Facilities On-Call at 512-930-8155 when enroute to location and upon completion of any work prior to departing the site.

EXHIBIT B
CONTRACTOR'S PROPOSAL AND PRICE LIST

EXHIBIT C
COOPERATIVE PURCHASING AGREEMENT

Tips contract #24020301 with Firetrol Protection Systems for security solutions is hereby incorporated by reference. These Cooperative Agreements are available via https://www.tips-usa.com/contracts.

EXHIBIT D
PAYMENT SCHEDULE

The Contractor must submit ***regular*** invoices to the City, accompanied by an explanation of charges, fees, services, and expenses, including an accounting of actual hours worked.

A. Invoicing Requirements
   1) Invoices shall be submitted via email on the Friday following completion of services.
   2) All invoicing is to be emailed to Lyle Fraser at lyle.fraser@georgetowntexas.gov for processing.
   3) All invoicing must be itemized with parts and labor listed accordingly.
   4) Facility Services must review and approve all invoices internally prior to submission to Accounts Payable.
   5) No invoice should be sent directly to City of Georgetown AP Department.

B. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

C. The labor rates, materials, and products shall be in accordance with TIPs Contract #24020301.

D. The estimated needs of the City are estimated to include:
   Monitoring Services - $19,980.00
   Inspection Services - $52,491.00
   Compliance Fees - $2,820.00
   Additional Service Parts and Labor “Not to Exceed” - $75,000.00

EXHIBIT E
INSURANCE REQUIREMENTS

I. The Contractor agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

A. Commercial General Liability
B. Business Automobile Liability
C. Workers' Compensation
D. Professional Liability

II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit F, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
C. "Claims made" policies are not accepted, except for Professional Liability insurance.
D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
    1. The insurance company is licensed and authorized to do business in the State of Texas
    2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
    3. All endorsements and coverages are included according to the requirements of this Agreement
    4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

IV. **Commercial General Liability** requirements:

A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.
C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

V. **Business Automobile Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.
C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VI. **Workers' Compensation Insurance** requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all* employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the

subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.

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

1. Employer's Liability limits of $1,000,000 for each accident is required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VII. **Professional Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City upon request.
C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

EXHIBIT F
Certificates of Insurance

Firetrol Protection Services Pricing

			Monitoring		Inspections										
Facility	**Address**	**Account Number**	**Fire Alarm**	**Intrusion Alarm**	**Fire Alarm**	**Sprinkler**	**Backflow**	**Fire Pump**	**FM 200 (twice/year)**	**Vent Hood**	**Extinguisher**	**Compliance Engine Fees**	**VEPO Fees**	**Location Total**	**Hours**
Airport Terminal	500 Terminal Drive	AESA3120	$ 540.00		$ 850.00						$ 50.00	$ 30.00		$ 1,470.00	- 4hrs inspection crew
Airport Tower	408 Terminal Drive	AESA3119	$ 540.00		$ 480.00	$ 320.00		$ 500.00			$ 50.00	$ 90.00		$ 1,980.00	- 6hrs inspection crew
Airport Maintenance Building	Wright Brothers Avenue		$ 540.00		$ 850.00						$ 50.00	$ 30.00		$ 1,470.00	- 4hrs inspection crew
Animal Shelter	110 WL Walden	AESA3037	$ 540.00		$ 1,300.00						$ 50.00	$ 30.00		$ 1,920.00	- 6hrs inspection crew
Art Center	816 South Main Street	AESA3038		$ 540.00	$ 850.00						$ 50.00	$ 30.00		$ 1,470.00	- 4hrs inspection crew
Art Center		AESA3112	$ 540.00											$ 540.00	
City Hall	808 MLK Jr. Street	AESA3113	$ 540.00		$ 500.00	$ 500.00	$ 75.00				$ 50.00	$ 60.00	$ 15.00	$ 1,740.00	- 5hrs inspection crew
City Hall		AESA3207		$ 540.00										$ 540.00	
Community Center	445 East Morrow	AESA3121	$ 540.00		$ 500.00	$ 500.00	$ 75.00			$ 917.00	$ 50.00	$ 120.00	$ 15.00	$ 2,717.00	- 5hrs inspection crew - 7hrs suppression tech
Court & Council	510 West 9th Street	AESA3116	$ 540.00		$ 500.00	$ 500.00	$ 75.00		$ 917.00		$ 50.00	$ 120.00	$ 15.00	$ 2,717.00	- 5hrs inspection crew - 7hrs suppression tech
Court & Council		AESA3206		$ 540.00										$ 540.00	
CVB (Visitor's Center)	103 West 7th Street										$ 262.00			$ 262.00	- 2hrs suppression tech
Facilities Office (Bld. 3)	250 WL Walden Bld3.										$ 262.00			$ 262.00	- 2hrs suppression tech
Facilites Shop (Bld 4)	250 WL Walden Bld.4														
Fire 1	301 Industrial Avenue	AESA3125													
Fire 2	1603 Williams Drive	AESA3115	$ 540.00		$ 500.00	$ 500.00	$ 75.00			$ 917.00	$ 50.00	$ 120.00	$ 15.00	$ 2,717.00	- 5hrs inspection crew - 7hrs suppression tech
Fire 3	5 Texas Drive				$ 500.00	$ 500.00	$ 75.00			$ 917.00	$ 50.00	$ 120.00	$ 15.00	$ 2,177.00	- 5hrs inspection crew - 7hrs suppression tech
Fire 4	4200 Airport Road				$ 500.00	$ 500.00	$ 75.00				$ 50.00	$ 60.00	$ 15.00	$ 1,200.00	- 5hrs inspection crew
Fire 5	3600 DB Wood Road	AESA3123	$ 540.00		$ 500.00	$ 500.00	$ 75.00			$ 917.00	$ 50.00	$ 120.00	$ 15.00	$ 2,717.00	- 5hrs inspection crew - 7hrs suppression tech
Fire 5 Training															
Fire 6	6700 RM 2338	AESA3197	$ 540.00		$ 500.00	$ 500.00	$ 75.00			$ 917.00	$ 50.00	$ 120.00	$ 15.00	$ 2,717.00	- 5hrs inspection crew - 7hrs suppression tech
Fire 7	2711 East University	AESA3198	$ 540.00		$ 500.00	$ 500.00	$ 75.00			$ 917.00	$ 50.00	$ 120.00	$ 15.00	$ 2,717.00	- 5hrs inspection crew - 7hrs suppression tech
Fuel Site	1113 North College										$ 262.00			$ 262.00	- 2hrs suppression tech
Garey House	6450 RM 2243	AESA3070	$ 540.00		$ 665.00	$ 560.00	$ 75.00				$ 50.00	$ 60.00	$ 15.00	$ 1,965.00	- 6hrs inspection crew
Garey Gate House															
Garey Maint. Shop															
Garey Cabin 1			$ 540.00		$ 500.00	$ 500.00	$ 75.00				$ 50.00	$ 60.00	$ 15.00	$ 1,740.00	- 5hrs inspection crew
Garey Cabin 2			$ 540.00		$ 500.00	$ 500.00	$ 75.00				$ 50.00	$ 60.00	$ 15.00	$ 1,740.00	- 5hrs inspection crew
Garey Cabin 3			$ 540.00		$ 500.00	$ 500.00	$ 75.00				$ 50.00	$ 60.00	$ 15.00	$ 1,740.00	- 5hrs inspection crew
Garey Cabin Pavilion			$ 540.00		$ 500.00	$ 500.00	$ 75.00				$ 50.00	$ 60.00	$ 15.00	$ 1,740.00	- 5hrs inspection crew
GMC	300-1 Industrial Avenue	AESA3111	$ 540.00		$ 665.00	$ 560.00	$ 75.00				$ 100.00	$ 60.00	$ 15.00	$ 2,015.00	
GMC		AESA3205		$ 540.00										$ 540.00	
Grace Church	811 South Main Street										$ 262.00			$ 262.00	- 2hrs suppression tech
Inner Loop Annex	295SE Inner Loop		$ 540.00		$ 840.00	$ 840.00	$ 75.00				$ 45.00	$ 60.00	$ 15.00	$ 2,415.00	- 8hrs inspection crew
Library	402 West 8th Street	AESA3036		$ 540.00	$ 770.00	$ 630.00	$ 75.00		$ 917.00		$ 100.00	$ 120.00	$ 15.00	$ 3,167.00	- 7hrs inspection crew - 7hrs suppression tech
Library		AESA3114	$ 540.00											$ 540.00	
Light & Water Works	809 MLK Jr. Street										$ 262.00			$ 262.00	- 2hrs suppression tech
Parks Admin.	1101 North College Street	AESA3040		$ 540.00	$ 1,250.00						$ 100.00	$ 30.00		$ 1,920.00	- 6hrs inspection crew
Parks Admin.		AESA3117	$ 540.00											$ 540.00	
Parks Shop											$ 262.00			$ 262.00	- 2hrs suppression tech
Parks Old Warehouse															
Parking Garage	507 South Main Street	AESA3428	$ 540.00		$ 420.00	$ 755.00	$ 75.00	$ 500.00			$ 50.00	$ 120.00	$ 15.00	$ 2,475.00	- 8hrs inspection crew
Parking Garage Commercial Space	502 North Austin Avenue	AESA3131		$ 540.00										$ 540.00	
PSOTC	3500 DB Wood Road	AESA3124	$ 540.00		$ 1,435.00	$ 1,890.00	$ 75.00	$ 500.00			$ 150.00	$ 90.00	$ 15.00	$ 4,695.00	
PSOTC CEP															
PSOTC Firing Range															
PSOTC Tactical															
Recreation Center	1003 North Austin Avenue	AESA3118	$ 540.00		$ 935.00	$ 840.00	$ 150.00				$ 100.00	$ 60.00	$ 30.00	$ 2,655.00	- 9hrs inspection crew
San Gabriel Crisis Center	711 North College Street	90241028	$ 540.00		$ 700.00	$ 450.00	$ 150.00			$ 917.00	$ 50.00	$ 120.00	$ 15.00	$ 2,942.00	- 6hrs inspection crew - 7hrs suppression tech
Tennis Center	400 Serenada Drive	AESA3130		$ 540.00							$ 262.00			$ 802.00	- 2hrs suppression tech
Transfer Station Gate House	250 WL Walden														
Transfer Station Gardenville															
Transfer Station Transfer Building		AESA-3410	$ 540.00		$ 505.00	$ 420.00	$ 150.00				$ 50.00	$ 90.00	$ 15.00	$ 1,770.00	- 5hrs inspection crew
Vehicle Shop	300-2 Industial Avenue	AESA3126	$ 540.00		$ 580.00	$ 420.00	$ 75.00				$ 50.00	$ 60.00	$ 15.00	$ 1,740.00	- 5hrs inspection crew
WSSC	5501 Williams Drive	AESA3122	$ 540.00		$ 580.00	$ 420.00	$ 75.00				$ 50.00	$ 60.00	$ 15.00	$ 1,740.00	- 5hrs inspection crew
WTP South Lake Admin.	1010 Crocket Gardens Road	AESA3415	$ 540.00		$ 580.00	$ 420.00	$ 75.00				$ 50.00	$ 60.00	$ 15.00	$ 1,740.00	- 5hrs inspection crew
WTP North Lake Admin	3601 DB Wood Road									$ 917.00	$ 262.00	$ 30.00		$ 1,209.00	- 9hrs suppression tech
Service Totals			**$ 15,660.00**	**$ 4,320.00**	**$ 20,755.00**	**$ 15,025.00**	**$ 2,100.00**	**$ 1,500.00**	**$ 1,834.00**	**$ 7,336.00**	**$ 3,941.00**	**$ 2,430.00**	**$ 390.00**	**$ 75,291.00**	
"Not to Exceed" for Service Calls, Parts & Labor Billed at rates that comply with TIPS Contract 24020301			**$ 75,000.00**		**October 1, 2026 - September 30, 2027**				**$ 150,291.00**		Compliance Engine and VEPO fees are fees assessed by the local juridiction for the reporting of said systems.				

Compliance engine fees $30.00 for each annuall inspection on each type of equipment (Required for GFD reporting and tracking)

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Annual Radio Subscriber Fees

SUGGESTED ACTION:
Consideration and possible action to approve the annual payment for the operation of the county-wide radio communication system to Williamson County in an amount not to exceed $230,000.00 -- Scott Parker, Fleet Services Manager

ITEM SUMMARY:
In February 2008, the City Council approved entering an interlocal agreement with Williamson County for the establishment, operation, and maintenance of the Williamson County Radio Communications System. In accordance with the agreement, Williamson County bills the City quarterly for operations and maintenance at a cost of $31.31 per radio per month. The city currently has 600 radios on the system.

FINANCIAL IMPACT:
The total amount of the City's portion of the Williamson County RSC for the fiscal year 2026/27 is $226,000.00 based upon the rate of $31.31 per radio per month for 600 City of Georgetown radios. $230,000.00 was budgeted in the Fleet Services fund for FY2027

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Sixth Amendment to Task Order KHA-22-002 with Kimley-Horn and Associates, Inc. for DB Wood Phase II (Oak Ridge to South of Williams Drive)

SUGGESTED ACTION:
Consideration and possible action to approve a Sixth Amendment to Task Order KHA-22-002 with Kimley Horn and Associates, Inc for professional engineering services related to the design of DB Wood PH II (Oak Ridge to South of Williams Drive) Project in the amount of $446,675.00 -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:
Since October 2023, City Council has approved five amendments expanding Kimley-Horn's scope of work for the design of DB Wood Road Phase Two (Oak Ridge to South of Williams Drive), covering archaeological testing, an Environmental Assessment, utility relocation design for the bridge expansion, freshwater mussel and electrical conduit work, TDLR review, artifact analysis and curation for under the bridge, bat and karst invertebrate habitat surveys, GISD turn lane design, and additional USACE-required environmental coordination, excavation, and construction rephasing.

This sixth task order amendment provides the additional engineering services required to divide the project into two separate segments. The scope includes preparing two separate 100% plan sets, cost estimates, standards, specification lists, segment transitions, and construction schedules, along with additional bidding and construction phase services for the two separate projects and the additional tree inventory and assessment required by the USACE.

Currently DB Wood PH IIA (Oak Ridge to Cedar Hollow) has been awarded, and construction is estimated to begin in late October and be complete in October 2027.

The ultimate DB Wood roadway will consist of a four-lane divided arterial roadway and bridge. Included will be roadway illumination, shared use paths, storm drainage, turn lanes, medians, and other ancillary improvements.

STAFF RECOMMENDATIONS:
Staff recommends approval of the Sixth Task Order Amendment to Task Order KHA-22-002 with Kimley-Horn and Associates, Inc., for professional engineering services related to the design of DB Wood Ph. II (Oak Ridge to South of Williams Drive) Project in the amount of $446,675.00.

FINANCIAL IMPACT:
Funds for design are included in the current (FY27) Transportation Capital Improvement Plan Budget and part of the 2021 Voter Approved Road Bond Program.

SUBMITTED BY:

Daniel Havins, Systems Engineering

ATTACHMENTS:
Sixth Amendment Kimley Task Order KHA-22-002_9.18.26.pdf

EXHIBIT K, consisting of 10 pages, referred to in and part of the Master Services **Agreement between Owner and Kimley-Horn and Associates, Inc. "Engineer") for Professional Services** – Task Order Edition dated August 9, 2022.

Sixth Amendment to Task Order No. KHA-22-002

1. Specific Project Data:

   A. Title: DB Wood Road Improvements Phase 2 [Oak Ridge – Williams Drive]

   B. Description: Develop Plans, Specifications, & Estimate for roadway widening, pedestrian and bicycle improvements, median, intersection improvements, storm sewer design, bridge widening or replacement, culvert widening, retaining walls, signal improvements, utility coordination, bidding, and construction phase service

   C. City of Georgetown Project Number: PRJ000258

   D. City of Georgetown General Ledger Account No.: _____

   E. City of Georgetown Purchase Order No.: _____

   F. Master Services Agreement, Contract Number: 22-0096-MSA

2. Nature of Amendment

   ☑ Additional Services to be performed by Engineer

   ☑ Modifications to Payment to Engineer

   ☑ Modifications to Time(s) for rendering Services

3. Description of Modifications

   A. Engineer shall perform the following Additional Services:
      a. Additional Project Management
      b. Additional PS&E Tasks
      c. Tree Inventory and Assessment
      d. Additional TDLR Tasks
      e. Miscellaneous ENV Coordination Tasks
      f. Additional Bidding Phase Services
      g. Additional Construction Phase Services

   B The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous Amendments, if any, is modified as follows:

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See Exhibit B.6. – Supplemental Scope of Services

C. The responsibilities of Owner are note modified.

D. For the Additional Services or the modifications to Services set forth above, Owner shall pay Engineer the following additional or modified compensation:

See Exhibit D.6. – Supplemental Fee Schedule

E. The schedule for rendering Services is modified as follows:

See Exhibit E.6 – Project Schedule

4. Attachments:

Exhibit B.6 – Supplemental Scope of Services
Exhibit D.6 – Supplemental Fee Schedule
Exhibit E.6 – Project Schedule

Terms and Conditions: Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and the Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Task Order Amendment is _____.

OWNER:	ENGINEER:
By: _____	By: 
Name: Josh Schroeder	Name: Austin Helton
Title: Mayor	Title: Project Manager
	Engineer License or Firm's Certificate No. F-928
	State of: Texas

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ATTEST:

_____

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____

_____

City Attorney

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EXHIBIT B.6
Supplemental Scope of Services to Task Order KHA-22-002
D B Wood Road Improvements from Oak Ridge Road to Williams Drive

ADDITIONAL SCOPE OF WORK OVERVIEW

This scope of services includes engineering services associated with the additional effort required to separate the project into two segments.

TASK 1 PROJECT MANAGEMENT

Kimley-Horn and Associates, Inc. (K-H) will perform project management duties consisting of monthly updates and accounting activities for an additional 18 months.

TASK 2 PLANS, SPECIFICATION & ESTIMATE (PS&E)

K-H will separate and update the plans, specifications and estimate for the project divided into two segments as listed below:

- Segment A – Oak Ridge Road to just North of Cedar Breaks
- Segment B – just North of Cedar Breaks to just South of Williams Drive

This task will consist of:

- Preparing two separate plan sets, estimates, standards, specification lists and construction schedules
- Designing and preparing plans for transitions between each segment
- Updating designs and plans for removal of tree and irrigation plans

The following deliverables will be provided:

- Final Segment A Submittal to contain:
    - PDF of Final Design Plans
    - PDF of Final Opinion of Probable Construction Costs
    - PDF of Final Construction Timeline
- Final Segment B Submittal to contain:

- PDF of Final Design Plans
- PDF of Final Opinion of Probable Construction Costs
- PDF of Final Construction Timeline

TASK 3 TREE INVENTORY & ASSESSMENT

Tree Mann Solutions (TMS), subconsultant to K-H, will perform the inventory and condition assessment of regulated trees 2-3" in diameter and larger within boundary under bridge being impacted by temporary access path and bridge construction (approximately 2.25 acres area). A Board Certified Master Arborist team will locate utilizing GNSS receiver with satellite-based augmentation systems (SBAS) to approximately 60 centimeters (+/- 24 inch) accuracy. A survey of the trees or CADD file will not be developed as part of this task.

TMS will tag and flag individual trees with aluminum medallions and hi-visibility flagging tape, collect diameter at breast height (DBH @ 54"), multi-stem notes, species, northing/easting, and generate a condition rating with justification, disposition, notes, and photos. MRS will appraise the cost of designated trees to replace, repair, or restore the utility of the trees proposed to be removed (Cost Approach) utilizing trunk formula technique (TFT). This will give a value to the removed trees within the project area.

The following deliverables will be provided:

- Condition Assessment and Tree Appraisal Spreadsheet to include individual tree reports, photos, summary report, tree attribute and aerial location exhibit
- Tree point .csv in PNEZD format

TASK 4 MISCELLANEOUS ENV COORDINATION

As approved by the City, Kimley-Horn will provide environmental coordination and support services scope in current contract associated with obtaining environmental clearance for the project beyond current scope in current contract. Services may include additional coordination with the U.S. Army Corps of Engineers (USACE) and other regulatory agencies; preparation of responses to agency comments; participation in meetings and conference calls; and other reasonable coordination efforts necessary to advance the project toward environmental clearance.

Due to the uncertain nature and extent of agency coordination and review requirements, a budget of 230 labor hours has been assumed for this task. Services exceeding the assumed level of effort, or additional environmental studies, analyses, permit applications, mitigation

design, field investigations, delineations, or regulatory requirements not currently identified, shall be considered Additional Services and may require an amendment to this Agreement.

TASK 5 TDLR REVIEW AND INSPECTION – PHASE 2B

Altura, subconsultant to K-H, will perform the project registration, plan review, and inspection of the D B Wood Road Phase 2 project (Segment B) for compliance with Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act, and TDLR Administrative Rule 68.102. The Public Rights-of-Way Guidelines (PROWAG) will be used as the standard to achieve compliance for all work located within the Public Right-of-Way.

TASK 6 BIDDING PHASE SERVICES

Bidding Phase Services for Segment A is included in original task order.

K-H will perform the following tasks as part of an additional Bid Phase for Segment B:

- Prepare one set of bid documents in accordance with the City of Georgetown standards
- Attend one (1) pre-bid meeting with the City and assist the City in developing meeting agenda
- Receive, record and provide responses to prospective bidder's and suppliers questions. Issue addenda as appropriate to clarify, correct, or change the bidding documents
- Assist the City in opening of bids, review and evaluate all bids including bid amount and prepare recommendation letter for award of the contract for construction

TASK 7 CONSTRUCTION PHASE SERVICES

Construction Phase Services for Segment A is included in original task order.

K-H will provide the additional construction phase services specifically stated below for Segment B:

- Pre-Construction Conference. K-H will conduct a Pre-Construction Conference prior to commencement of construction activity.
- Up to thirty six (36) bi-weekly construction progress meetings.
- Visits to Site and Observation of Construction. K-H will make up to eighteen (18) progress site visits as directed by the City in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's

work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, K-H will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and K-H will keep the City informed of the general progress of the work.

- K-H will not supervise, direct, or have control over Contractor's work, nor shall K-H have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. K-H does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- Recommendations with Respect to Defective Work. K-H will recommend to the City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of its observations, K-H believes that such work will not produce a completed Project that generally conforms to the Contract Documents.

- Clarifications and Interpretations. K-H will respond to up to sixty (60) Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by the City.

- Change Orders. K-H may recommend Change Orders to the City and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

- Shop Drawings and Samples. K-H will review and approve up to one hundred and twenty (120) shop drawings or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

- Substitutes and "or-equal." K-H will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.

- Disagreements between the City and Contractor. K-H will, if requested by the City, render written decision on all claims of the City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the

Contract Documents. In rendering decisions, K-H shall be fair and not show partiality to the City or Contractor and shall not be liable in connection with any decision rendered in good faith.

- Applications for Payment. Based on its observations and on review of applications for payment and supporting documentation, K-H will determine amounts that K-H recommends Contractor be paid. Such recommendations will be based on K-H's knowledge, information and belief, and will state whether in K-H's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, K-H's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. K-H's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

- Substantial Completion. K-H will, after notice from Contractor that it considers the Work ready for its intended use, in company with the City and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

- Final Notice of Acceptability of the Work. K-H will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that K-H may recommend final payment to Contractor. Accompanying the recommendation for final payment, K-H shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of K-H's knowledge, information, and belief based on the extent of its services and based upon information provided to K-H.

- Record Drawings

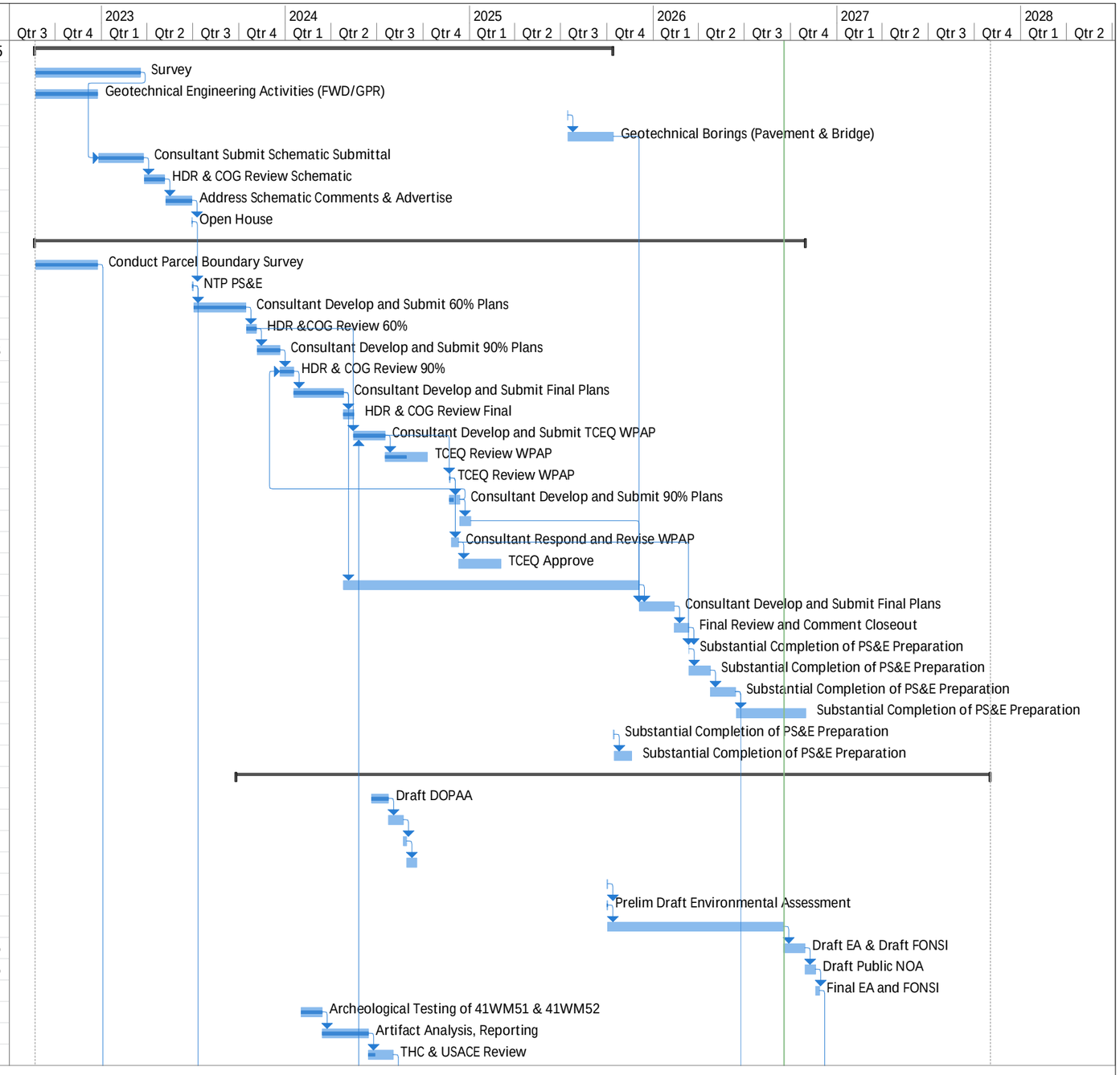
ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services.

TASK ORDER KHA-22-002

	Original TO	*Amendment No. 1*	*Amendment No. 2*	*Amendment No. 3*	*Amendment No. 4*	*Amendment No. 5*	*Amendment No. 6*	New Task Order Total
Project Management	$ 108,270.00	$ 1,100.00			$ 5,720.00	$ 13,200.00	$ 17,820.00	$ 146,110.00
Data Collection	$ 20,910.00	$ 5,760.00						$ 26,670.00
Survey and ROW Data	$ 106,830.00							$ 106,830.00
SUE/Utilit Coord/Utilty Design	$ 134,567.00							$ 134,567.00
Environmental Documentation	$ 113,130.00							$ 113,130.00
Geotechnical Engineering	$ 198,000.00							$ 198,000.00
Schemtic Design	$ 379,935.00							$ 379,935.00
Tree Inventory & Assessment							$ 20,810.00	$ 20,810.00
Plans, Specifications & Estimate	$ 1,173,370.00	$ 63,440.00	$ 7,750.00		$ 68,670.00	$ 25,025.00	$ 98,465.00	$ 1,436,720.00
CLMOR	$ 44,185.00							$ 44,185.00
Bidding Phase Services	$ 28,600.00	$ 3,040.00					$ 30,200.00	$ 61,840.00
Construction Phase Servies	$ 117,010.00	$ 13,700.00					$ 221,280.00	$ 351,990.00
Reimburseable Expenses	$ 3,100.00				$ 6,500.00		$ 1,000.00	$ 10,600.00
Archeological Site Testing		$ 282,700.00		$ 13,300.00		$ 803,838.00		$ 1,099,838.00
Preparation of EA Document		$ 38,500.00				$ 24,870.00		$ 63,370.00
Natural Resource Survey		$ 191,950.00		$ (13,300.00)				$ 178,650.00
Frestwater Mussell Reconnaissance			$ 8,500.00					$ 8,500.00
Aquatic Resource Relocation			$ 20,900.00					$ 20,900.00
TDLR			$ 5,380.00				$ 7,550.00	$ 12,930.00
Miscellaneous ENV Coordination							$ 49,550.00	$ 49,550.00
Subtotal	$ 2,427,907.00	$ 600,190.00	$ 42,530.00	$ -	$ 80,890.00	$ 866,933.00	$ 446,675.00	$ 4,465,125.00
	Original TO	*Amendment No. 1*	*Amendment No. 2*	*Amendment No. 3*	*Amendment No. 4*	*Amendment No. 5*	*Amendment No. 6*	*New Task Order Amount*

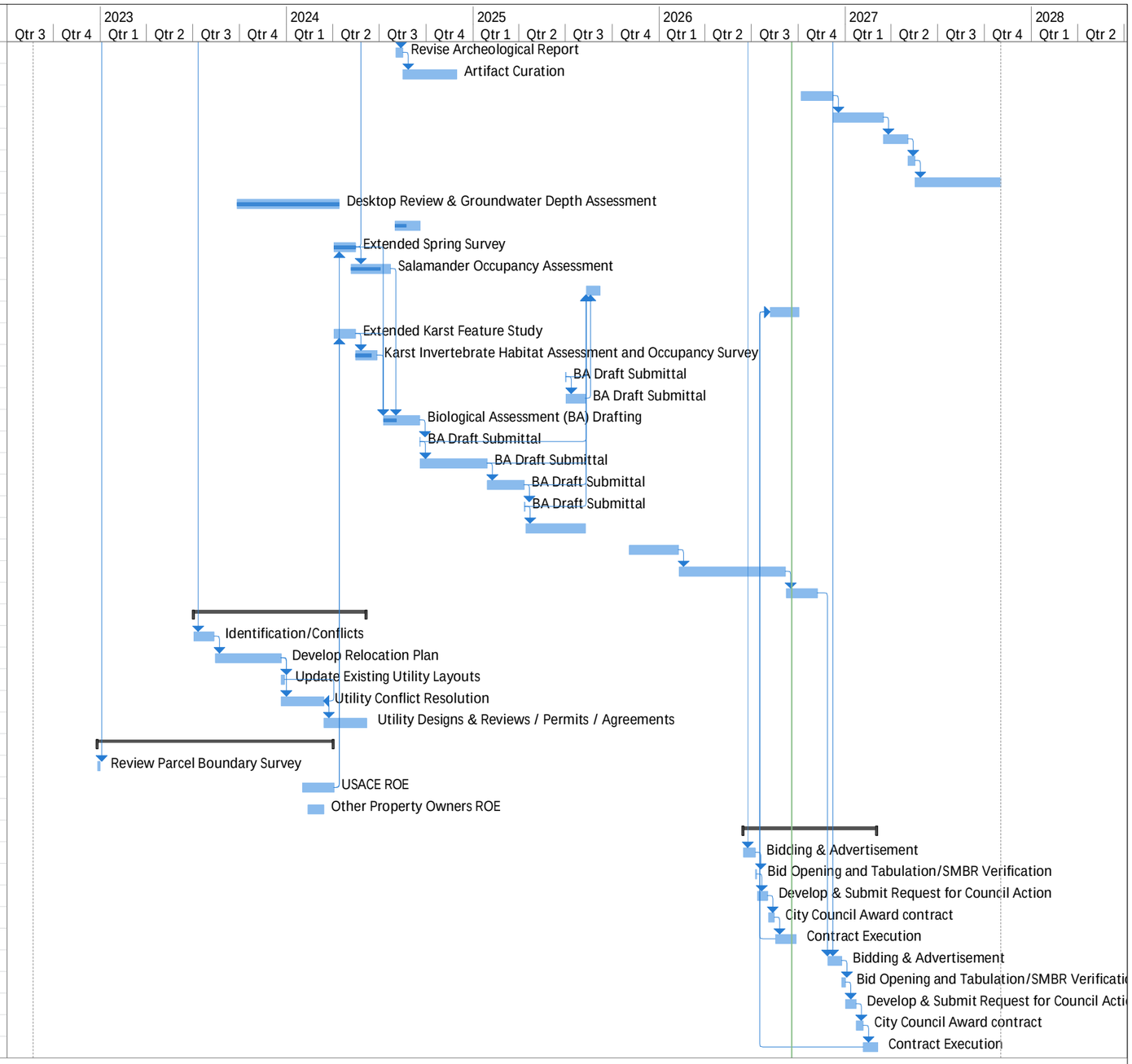
ID	WBS	Task Name	Duration	Start	Finish
1	1	Preliminary Engineering Phase	821 days	Mon 8/22/22	Mon 10/13/25
2	1.1	Survey	150 days	Mon 8/22/22	Fri 3/17/23
3	1.2	Geotechnical Engineering Activities (FWD/GPR)	90 days	Mon 8/22/22	Fri 12/23/22
4	1.3	USACE Approval to Perform Geotechnical Borings	1 day	Mon 7/14/25	Mon 7/14/25
5	1.4	Geotechnical Borings (Pavement & Bridge)	65 days	Tue 7/15/25	Mon 10/13/25
6	1.5	Consultant Develop & Submit Schematic Submittal	65 days	Mon 12/26/22	Fri 3/24/23
7	1.6	HDR & COG Review Schematic	30 days	Mon 3/27/23	Fri 5/5/23
8	1.7	Address Schematic Comments & Advertise	38 days	Mon 5/8/23	Wed 6/28/23
9	1.8	Open House	1 day	Thu 6/29/23	Thu 6/29/23
10	2	Design Phase	1095 days	Mon 8/22/22	Fri 10/30/26
11	2.1	Conduct Parcel Boundary Survey	90 days	Mon 8/22/22	Fri 12/23/22
12	2.2	NTP PS&E	1 day	Fri 6/30/23	Fri 6/30/23
13	2.3	Consultant Develop and Submit 60% Plans	75 days	Mon 7/3/23	Fri 10/13/23
14	2.4	HDR & COG Review 60%	15 days	Mon 10/16/23	Fri 11/3/23
15	2.5	Consultant Develop and Submit 90% Plans	33 days	Mon 11/6/23	Wed 12/20/23
16	2.6	HDR & COG Review 90%	20 days	Thu 12/21/23	Wed 1/17/24
17	2.7	Consultant Develop and Submit 100% Plans	70 days	Thu 1/18/24	Wed 4/24/24
18	2.8	HDR & COG Review 100%	15 days	Thu 4/25/24	Wed 5/15/24
19	2.9	Consultant Develop and Submit TCEQ WPAP	45 days	Wed 5/15/24	Tue 7/16/24
20	2.10	TCEQ Review WPAP	60 days	Wed 7/17/24	Tue 10/8/24
21	2.11	Execution of Amendment #4 for GISD Turn Lane Updates	1 day	Fri 11/22/24	Fri 11/22/24
22	2.12	Consultant Develop and Submit Revised 100% Plans W/GISD Turn Lane	15 days	Fri 11/22/24	Thu 12/12/24
23	2.13	HDR & COG Review Revised 100% w/GISD Turn Lanes	15 days	Fri 12/13/24	Thu 1/2/25
24	2.14	Consultant Resubmit Revised WPAP	11 days	Mon 11/25/24	Mon 12/9/24
25	2.15	TCEQ Review & Approve	60 days	Tue 12/10/24	Mon 3/3/25
26	2.16	USACE Review of 100% Plan	420 days	Thu 4/25/24	Wed 12/3/25
27	2.17	Consultant Develop and Submit Final Plans	50 days	Thu 12/4/25	Wed 2/11/26
28	2.18	Final Review and Comment Closeout	20 days	Thu 2/12/26	Wed 3/11/26
29	2.19	Final Completion of PS&E	1 day	Thu 3/12/26	Thu 3/12/26
30	2.20	City Provided Direction to Project/Plans into 2 Segments	30 days	Fri 3/13/26	Thu 4/23/26
31	2.21	Final Completion of PS&E & Project Manual (Segment A)	36 days	Fri 4/24/26	Fri 6/12/26
32	2.22	Final Completion of PS&E & Project Manual (Segment B)	100 days	Mon 6/15/26	Fri 10/30/26
33	2.23	City Approval of SWA6	1 day	Tue 10/14/25	Tue 10/14/25
34	2.24	Tree Inventory & Assessment (USACE Bridge Property)	25 days	Wed 10/15/25	Tue 11/18/25
35	3	Environmental	1070 days	Tue 9/26/23	Mon 11/1/27
36	3.1	Draft DOPAA	23 days	Fri 6/21/24	Tue 7/23/24
37	3.2	USACE Review Draft DOPAA	21 days	Wed 7/24/24	Wed 8/21/24
38	3.3	Revise DOPAA	5 days	Thu 8/22/24	Wed 8/28/24
39	3.4	USACE Review Revised DOPAA	14 days	Thu 8/29/24	Tue 9/17/24
40	3.5	USACE Scoping Meeting	1 day	Wed 10/1/25	Wed 10/1/25
41	3.6	Prelim Draft Environmental Assessment	1 day	Wed 10/1/25	Wed 10/1/25
42	3.7	USACE Review Draft EA	250 days	Thu 10/2/25	Wed 9/16/26
43	3.8	Draft EA & Draft FONSI	30 days	Thu 9/17/26	Wed 10/28/26
44	3.9	Public Notice	15 days	Thu 10/29/26	Wed 11/18/26
45	3.10	Final EA and FONSI	6 days	Thu 11/19/26	Thu 11/26/26
46	3.11	Archeological Testing of 41WM51 & 41WM52	30 days	Thu 2/1/24	Wed 3/13/24
47	3.12	Artifact Analysis, Reporting	66 days	Thu 3/14/24	Thu 6/13/24
48	3.13	THC & USACE Review	35 days	Fri 6/14/24	Thu 8/1/24



Project: CoGT - D B Wood Ph 2 Pr
Date: Fri 9/18/26

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline	
Split	External Tasks	Inactive Summary	Manual Summary	Progress	
Milestone	External Milestone	Manual Task	Start-only	Manual Progress	
Summary	Inactive Task	Duration-only	Finish-only		

ID	WBS	Task Name	Duration	Start	Finish
49	3.14	Revise Archeological Report	10 days	Fri 8/2/24	Thu 8/15/24
50	3.15	Artifact Curation	75 days	Fri 8/16/24	Thu 11/28/24
51	3.16	Additional Archeological Testing of 41WM52 (Part 1)	45 days	Tue 10/6/26	Mon 12/7/26
52	3.17	Additional Artifact Analysis, Reporting	70 days	Tue 12/8/26	Mon 3/15/27
53	3.18	THC & USACE Review	35 days	Tue 3/16/27	Mon 5/3/27
54	3.19	Revise Archeological Report	10 days	Tue 5/4/27	Mon 5/17/27
55	3.20	Artifact Curation	120 days	Tue 5/18/27	Mon 11/1/27
56	3.21	Desktop Review & Groundwater Depth Assessment	144 days	Tue 9/26/23	Fri 4/12/24
57	3.22	Submit Wilco Plan Application	35 days	Thu 8/1/24	Wed 9/18/24
58	3.23	Extended Spring Survey	30 days	Wed 4/3/24	Tue 5/14/24
59	3.24	Salamander Occupancy Assessment (15 visits)	56 days	Mon 5/6/24	Mon 7/22/24
60	3.25	Freshwater Mussel Recon & Presence-Absence Survey	20 days	Mon 8/11/25	Fri 9/5/25
61	3.26	Aquatic Resource Relocation	40 days	Fri 8/7/26	Thu 10/1/26
62	3.27	Extended Karst Feature Study	30 days	Wed 4/3/24	Tue 5/14/24
63	3.28	Karst Invertebrate Habitat Assessment and Occupancy Survey	30 days	Wed 5/15/24	Tue 6/25/24
64	3.29	WHRCP Submittal	1 day	Tue 7/1/25	Tue 7/1/25
65	3.30	WHRCP Approval	28 days	Wed 7/2/25	Fri 8/8/25
66	3.31	Coordination with USFWS/USACE & Biological Assessment (BA) Draftin	51 days	Tue 7/9/24	Tue 9/17/24
67	3.32	BA Draft Submittal	1 day	Wed 9/18/24	Wed 9/18/24
68	3.33	USFWS Review Draft BA	93 days	Thu 9/19/24	Mon 1/27/25
69	3.34	Final BA Development	53 days	Tue 1/28/25	Thu 4/10/25
70	3.35	Final BA Submittal	1 day	Fri 4/11/25	Fri 4/11/25
71	3.36	USFWS Review BA & Provide Biological Opinion	85 days	Mon 4/14/25	Fri 8/8/25
72	3.37	Develop and Negotiate Cultural MOA with USACE	70 days	Mon 11/3/25	Fri 2/6/26
73	3.38	Review and Approval of Cultural MOA	150 days	Mon 2/9/26	Fri 9/4/26
74	3.39	Additonal Archeological Testing of 41WM52 (Part 2)	45 days	Mon 9/7/26	Fri 11/6/26
75	4	Utilities	243 days	Mon 7/3/23	Wed 6/5/24
76	4.1	Identification/Conflicts	30 days	Mon 7/3/23	Fri 8/11/23
77	4.2	Develop Relocation Plan	93 days	Mon 8/14/23	Wed 12/20/23
78	4.3	Update Existing Utility Layouts	5 days	Thu 12/21/23	Wed 12/27/23
79	4.4	Utility Conflict Resolution	60 days	Thu 12/21/23	Wed 3/13/24
80	4.5	Utility Designs & Reviews / Permits / Agreements	60 days	Thu 3/14/24	Wed 6/5/24
81	5	ROW/ROE Activies	332 days	Mon 12/26/22	Tue 4/2/24
82	5.1	Review Parcel Boundary Survey	5 days	Mon 12/26/22	Fri 12/30/22
83	5.2	USACE ROE	44 days	Thu 2/1/24	Tue 4/2/24
84	5.3	Other Proprety Owners ROE	23 days	Mon 2/12/24	Wed 3/13/24
85	6	Bidding Phase	189 days	Mon 6/15/26	Thu 3/4/27
86	6.1	Bidding & Advertisement (Segment A)	18 days	Mon 6/15/26	Wed 7/8/26
87	6.2	Bid Opening and Tabulation (Segment A)	2 days	Thu 7/9/26	Fri 7/10/26
88	6.3	Develop & Submit Request for Council Action (Segment A)	15 days	Mon 7/13/26	Fri 7/31/26
89	6.4	City Council Award contract (Segment A)	10 days	Mon 8/3/26	Fri 8/14/26
90	6.5	Contract Execution (Segment A)	30 days	Mon 8/17/26	Fri 9/25/26
91	6.6	Bidding & Advertisement (Segment B)	20 days	Fri 11/27/26	Thu 12/24/26
92	6.7	Bid Opening and Tabulation (Segment B)	5 days	Fri 12/25/26	Thu 12/31/26
93	6.8	Develop & Submit Request for Council Action (Segment B)	15 days	Fri 1/1/27	Thu 1/21/27
94	6.9	City Council Award contract (Segment B)	10 days	Fri 1/22/27	Thu 2/4/27
95	6.10	Contract Execution (Segment B)	20 days	Fri 2/5/27	Thu 3/4/27



Project: CoGT - D B Wood Ph 2 Pr
Date: Fri 9/18/26

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline	
Split	External Tasks	Inactive Summary	Manual Summary	Progress	
Milestone	External Milestone	Manual Task	Start-only	Manual Progress	
Summary	Inactive Task	Duration-only	Finish-only		

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Third Amendment to the Garey Park Phase 2 Design Contract 24-0050-MSA with Half Associates

SUGGESTED ACTION:
Consideration and possible action to approve the third amendment to Task Order HAI-24-001-A3 with Halff Associates Inc., in the amount of $121,071.00 for Garey Park Landscape Architecture Professional Services -- Eric Nuner, Parks and Recreation Director

ITEM SUMMARY:
A Task Order with Halff Associates was approved on December 12, 2023, to provide professional planning and design services for Garey Park Phase 2, including construction documents, permitting, bidding, and construction phase services.

As construction has progressed, additional professional services are required due to unforeseen existing site and structural conditions, including slope and soil conditions encountered during construction. These services include construction plan revisions for the Garey House, Retreat Pavilion, and Fishing Dock. Additional construction phase services are also required, including site observations, bimonthly progress meetings, substantial and final completion walks, and record drawings. These services are necessary due to a six-month extension of the construction schedule from May through October 2026, resulting from plan revisions and change orders for additional scope. Additional graphic design services are also included for park wayfinding and regulatory signage.

A resolution to accept donated funds from the Garey estate was approved by City Council on October 11, 2022. As directed by Mr. Garey's will, these funds were placed in a donor advised fund at the Georgetown Area Community Foundation (GTACF) for capital improvements at Garey Park.

Capital improvements related to the donor advised fund must be completed within five years of Mr. Garey’s passing on March 18, 2022. Required improvements listed in the will include group camping cabins, an amphitheater, and clean-up of second growth cedars. Other opportunities for improvements include mountain bike trails, equestrian area improvements, skatepark, disc golf course, restrooms, parking, and Garey House renovation.

Professional design consulting services include landscape architecture, architecture, graphic design, civil engineering, structural engineering, mechanical, electrical, and plumbing (MEP) engineering. Design support services include surveying, geotechnical investigation, hydraulic and hydrologic modeling and analysis, and environmental services.

FINANCIAL IMPACT:
Funds for this project are budgeted and available in the Parks CIP Fund. GTACF will reimburse actual expenses as they occur.

SUBMITTED BY:
Amy Castillo, Parks and Recreation

ATTACHMENTS:
HAI-24-001-A3 Amendment No. 3 Hallf Associates Task Order (2026-08-21).pdf

EXHIBIT B, consisting of ___ pages, referred to in and part of the **Master Services Agreement between Owner and Halff Associates, Inc ("Landscape Architect") for Professional Services** – Task Order Edition dated December 12th, 2023.

Amendment to Task Order No. HAI-24-001-A3

1. Specific Project Data:

   A. Title: Garey Park – Phase2

   B. Description: Garey Park Phase 2 Design

   C. City of Georgetown Project Number: PRJ000441

   D. City of Georgetown General Ledger Account No.: FUND 220 CC 0211

   E. City of Georgetown Purchase Order No.: _____

   F. Master Services Agreement, Contract Number: 24-0050-MSA

2. Nature of Amendment

   ☑ Modifications to Services of Landscape Architect

3. Description of Modifications

   A. Landscape Architect and subconsultants shall perform the following Additional Services:
      a. Construction Plan Revisions – Garey House, Retreat Pavilion and Fishing Dock – structural revisions due to unknown existing site and structural conditions, slope conditions and soil conditions encountered during construction.
      b. Construction Phase Services – additional site observations, bi-monthly progress meetings, substantial/final walks/record drawings due to construction time extensions resulting from contractor/utility provider delays, plan revisions, and change orders for added scope of work. Added construction time 6 months (May-October 2026).
      c. Signage Graphic Design –provide additional graphic design for added park wayfinding and regulatory signage. Signage fabrication by contractor/others.

   B. For the Additional Services or the modifications to Services set forth above, Owner shall pay Landscape Architect the following additional or modified compensation:
      Cost Not-to-exceed: $121,071.00

4. Attachments: Fee schedule for each service to be provided. Sign Matrix for requested graphics.

Terms and Conditions: Owner and Landscape Architect hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and the Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Task Order Amendment is _____.

OWNER:	LANDSCAPE ARCHITECT : Halff
By: _____	By: 
Name: _____	Name: Brian Binkowski, PLA
Title: _____	Title: Associate Vice President
	Landscape Architect License or Firm's Certificate No.3105
	State of: Texas
ATTEST:	APPROVED AS TO FORM:
_____ City Secretary	_____ City Attorney

31001.006 Garey Park - Phase 2 - TO Amendment 3

Fee Schedule Breakdown

Phase No.	DESCRIPTION		Total Fee per Task
500	**Construction Design Revisions (Garey House-Retreat Pavilion-Dock)**		**24,825**
500	**Construction Phase Services (6 months _May-Oct) - 12 mtgs. w/ sub/final/Rec.Dwgs**		**78,216**
800	**Signage Graphic Design**		**18,030**

Summary		
Total Basic Services	**$**	**121,071**
Reimbursable Allowance	$	-
TOTAL SERVICES	**$**	**121,071**

Garey Park Signs Matrix

Updated 8-21-2026 for TOA3

Name	Description	# fo Signs Designed	Design	# Manu/Install
Garey Park General				
General Site Map (Hand out also)	Site Map for all of Garey Park Could at entry and a few other locations (ALSO to be used for new visitor hand-out map)	1	Halff	4
Memorial Pavillion				
Interpretive/Acknowledgement signs	History and story telling sign about Garey History (AM Brown Cabin and Site, Garey donation story)	2	Halff	2
Disc Golf				
Tee Box Signs	Individual Tee Box Signs	36	Halff/Bad Lie Supply (sub)	36
Course Map	Overall Course Map	1	Halff/Bad Lie Supply (sub)	3
Signs Misc.				
RV Host Sign	4" square post - Staff Only	1	Halff	1
Retreat Exit	4" square post - One-way (right)	1	Halff	1
Amphitheatre Sign	Tier 2 (post only, no masonry base)	1	Halff	1
Bird Blind Sign	Tier 2 (post only, no masonry base)	1	Halff	2
Dock Sign	Tier 2 (post only, no masonry base)	1	Halff	1
Skate Park	4" square post - roadway sign - Wrong Way	1	Halff	2
Equine Parking	4" square post (post only - Do Not Enter and Exit Only	2	Halff	2
Garey House - Updated Blade Signs	Corten w/ alumnimum face plate (update existing) New?	6	Halff	6

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Recreation Center Outdoor Pool Replaster

SUGGESTED ACTION:
Consideration and possible action to approve an agreement with Hancock Pool Services Inc. of Houston, TX using BuyBoard contract, 801-26 for the purchase and installation of pool plaster at the Recreation Center Outdoor Pool for an amount not to exceed $124,400.00 -- Eric Nuner, Parks and Recreation Director

ITEM SUMMARY:
The existing plaster at the Recreation Center outdoor pool was installed in 2018 and is reaching the end of its expected service life. Its replacement is included in the Parks and Recreation replacement schedule.

The project will include removing and replacing the existing pool plaster, repainting select pool features, installing new tiles, and replacing sand filter media. Coordinating these improvements as one project will allow the department to complete all related work while limiting future disruptions to outdoor pool operations.

These improvements will renew key pool finishes and filtration components, maintain the facility's condition and reliable operation, and extend the useful life of the outdoor pool.

FINANCIAL IMPACT:
Funds are budgeted in the FY27 Parks CIP Fund

SUBMITTED BY:
Amy Castillo, Parks and Recreation

ATTACHMENTS:
27-0006-SC Hancock Pool Services [Vendor Signed].pdf

AGREEMENT BETWEEN THE
CITY OF GEORGETOWN, TEXAS
AND HANCOCK POOL SERVICES, INC.
FOR THE PURCHASE OF
POOL RENOVATION SERVICES

RECITALS

WHEREAS, the City desires to purchase pool renovation services for renovation, repair, and replastering of an indoor pool; and

WHEREAS, the City is a member of the Texas BuyBoard Purchasing Cooperative and Contractor is an approved Cooperative vendor through BuyBoard Contract No. 801-26 (the "Cooperative Agreement"); and

WHEREAS, the City desires to purchase certain goods and services from the Contractor pursuant to the Cooperative Agreement; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

AGREEMENT

This Agreement for the purchase of pool renovation services, (the "Agreement") is made and entered into between the City of Georgetown, Texas, a home-rule municipal corporation (the "City) and Hancock Pool Services, Inc. ("Contractor").

1. **Total Compensation.** In consideration for the services performed in the Scope of Services, incorporated at **Exhibit A**, and Contractor's completion of work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed **ONE HUNDRED TWENTY-FOUR THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($124,400.00)** during the initial term. Payment will be made in accordance with **Exhibit D**, which is attached and incorporated herein.

2. **Term.** This Agreement shall become effective on the date signed by the City. The initial term of the Agreement is through January 31, 2027.

3. **Cooperative Agreement**. The Parties agree the pool renovation services provided by the Contractor are pursuant to the terms and conditions of the Cooperative Agreement. The Cooperative Agreement is incorporated at **Exhibit C** available through the Texas

BuyBoard Cooperative and available at https://www.buyboard.com/texas, is hereby incorporated by reference.

4. **Supplement Provisions**. Supplemental provisions applicable to this Agreement are included in **Exhibit B** and incorporated herein by reference.

5. **Cooperative Agreement Terms Prevail**. In the event there is a conflict between a term in the Exhibit C, the body of this Agreement, or any attached or incorporated exhibit, the terms of Exhibit C prevail. In the event there is a discrepancy between any of the exhibits, the exhibits shall govern in the following order: Exhibit C, the body of this Agreement, Exhibit A, Exhibit D, and Exhibit B.

6. **Payment Application.** Within **seven (7)** calendar days of completion of the services, the Contractor will submit its payment application to the City.

7. **City's Payment and Approval**. All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Contractor within thirty days after of receipt of a correct payment application for services. The Contractor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Contractor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Contractor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the payment application is not mailed to the City in accordance with this Agreement

8. **Non-Appropriation**. This Agreement is a commitment of City's current revenues only. 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 Contractor a written notice of termination

9. **Notices.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Contractor: Hancock Pool Services, Inc.
P.O. Box 670345
Houston, TX 77267

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

10. **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. The Contractor's services shall be those of an independent contractor. This Agreement does not grant any rights or privileges established for employees of the City. Contractor shall not be within protection or coverage of any insurance that the City, from time to time, may have in force. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.

11. **Payment.** Notwithstanding anything to the contrary in the Agreement, all payments shall be processed in accordance with the Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. Contractor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event there is a bona fide dispute between the City and Contractor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late.

12. **Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

13. **Insurance.** Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The

polices, limits and endorsements required are set forth in **Exhibit D**. Contractor's insurance certificate satisfying the City insurance requirements is attached as **Exhibit E**.

14. **INDEMNIFICATION. THE CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.**

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

16. **Performance.** Contractor, 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. Contractor shall undertake the work and complete it in a timely manner in accordance with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.

17. **Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice

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

18. **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 Contractor from the City's Contractor list in the event that this Agreement is terminated for cause and any offer submitted by the Contractor may be disqualified for up to three (3) years.

19. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Contractor pursuant to this Agreement. Contractor shall deliver all documents or other work product to the City upon request, including original versions if specified in the request.

20. **Taxes**. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

21. **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the information of the other party ("Confidential Information") 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. Parties shall endeavor to designate Confidential Information 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. This paragraph shall survive the term of the Agreement.

22. **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.

23. **Force Majeure.** The City and the Contractor will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Contractor shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the

following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

24. Nondiscrimination. The Contractor, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.

25. Right to Audit. The Contractor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Contractor records related to the performance under this Agreement. The Contractor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

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

27. Bonds.

a. General.

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

ii. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, Contractor shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to City.

iii. When Performance Bonds and/or Payment Bonds are required, each shall be issued in an amount of one hundred percent (100%) of the Contract Amount as security for the faithful performance and/or payment of all Contractor's obligations under the Contract Documents. Performance Bonds and Payment Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by City pursuant to applicable law. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of 10 percent of its capital and surplus. Such a surety must reinsure any obligations over 10 percent.

b. Performance Bond.

i. If the Contract Amount exceeds $100,000, Contractor shall furnish City with a Performance Bond in the form set out by City. The Performance Bond shall be effective for the Contract Time and through all warranty period(s).

ii. If the Contract Amount exceeds $50,000 but is less than or equal to $100,000, Contractor shall furnish City with a Performance Bond in the form set out by City, unless the original Contract Time is 60 Calendar Days or less, in which case Contractor can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no money will be paid to Contractor until completion and acceptance of the Work by City; Contractor shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the one year warranty period.

iii. If the Contract Amount is less than or equal to $50,000, Contractor will not be required to furnish a Performance Bond.

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

c. Payment Bond.

i. If the Contract Amount exceeds $50,000, Contractor shall furnish City with a Payment Bond in the form set out by City.

ii. If the Contract Amount is less than or equal to $50,000, Contractor will not be required to furnish a Payment Bond; provided that no money will be paid to Contractor until completion and acceptance of the Work by City.

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

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

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

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

h. Payment Claims when Payment Bond is not required. The rights of Subcontractors regarding payment are governed by Tex. Prop. Code, §§53.231 – 53.239 when the value of the Contract between the City and the Contractor is less than $25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claim.

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

28. **Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Contractor certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

29. **Contractor Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

30. **Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

31. **Contractor Certification Regarding Boycotting Firearm and Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2)

Contractor does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

32. **No Waiver.** No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

33. **Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.

34. **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.

35. **Survivability**. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein will survive the expiration or earlier termination of this Agreement for a period of sixty (60) months after such expiration or termination and (b) the Indemnity and Release of Contractor sections of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement for a period of sixty (60) months after such expiration or termination.

36. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. Venue shall be the applicable courts of Williamson County, Texas.

37. **Dispute Resolution.** If either the Contractor or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

38. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns, provided however, that no right or

interest in the Agreement shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph.

39. **Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Contractor.

40. **Duplicate Originals.** The parties may execute this Agreement in duplicate originals, each of equal dignity.

41. **Exhibits**. All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

42. **Entire Agreement.** This Agreement, with all addenda, exhibits, attachments, and appendices, incorporated or attached, represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject of this Agreement.

List of Exhibits
Exhibit A – Scope of Work
Exhibit B – Supplemental Terms
Exhibit C – Cooperative Agreement
Exhibit D – Payment Schedule
Exhibit E – Insurance Requirements
Exhibit F – Certificates of Insurance

[*signatures on the following page*]

CITY OF GEORGETOWN	**CONTRACTOR**
By: _____	By: Pat Hancock
Name: Josh Schroeder, Mayor	Name, Title: Pat Hancock, President
Date: _____	Date: 10/7/2026

EXHIBIT A
SCOPE OF WORK

Included below is the scope of work and prices for the City of Georgetown Parks & Recreation Center Indoor Pool Renovation Project. These prices do not include taxes. In addition to the prices below, the cost for a payment and performance bond is 3% of the total cost for approved scope of work.

Timeline to Complete

Work shall begin within thirty (30) days of the effective date of this Agreement. The Work shall be completed within six (6) weeks of the beginning work.

Plaster:

The cost to replaster the Outdoor Pool with Marquis Series Quartz Category 1 plaster using the total removal preparation method: $54,000

- The total removal preparation method includes the draining of the pool, installing relief holes through the pool shell to relieve possible ground water, removing the existing plaster to the hardest surface, and new plaster installation. This typically requires removing approximately 90% of the existing plaster. This price includes removing up to three layers of plaster. If more than three layers of plaster must be removed, there will be an additional cost per layer. The cost for dumpsters is included to haul off the removed materials.
- The above quoted work includes new 2" accent tile on all steps and benches, wall return eyeballs, Waterway drain covers, and in-wall steps.
- This price does not include any work on the beach entry, water features, floor return inlets, transition line tile, or waterline tile. These prices are listed below.
- This price does not include any structural crack repairs. Once the pool is drained, the structure will be inspected for any existing cracks to determine if repairs are required. If any crack repairs are required, a cost for repair will be provided prior to completion.

The cost to resurface the beach entry: $19,000

- This price includes prepping the floor surface, installing a new tile band, and resurfacing the beach entry. This includes removing and resetting the two existing water features.

Tile:

The cost to remove the existing waterline tile and install new: $8,800

- This price includes removing the existing tile, retile of the skimmer throat, installation of new waterline tile, and new waterline depth markers. This does not include replacing the

deck arkers. This includes a $6 tile allowance. Any upgraded selections will be an additional cost. This does not include any freight cost if material selections are not in stock.
- This price does not include re-leveling of the pool, crack/beam repairs, or coping repairs if needed. The pool beam will be inspected once the tile is removed and a quote for any required repairs will be provided at that time.

The cost to install a new tiled transition line: $1,400

- This price includes installing a new 4" wide tile transition line on the pool floor.

The cost to install two additional sets of decking depth markers and no diving markers: $750

- State code requires these markers to be spaced out within 25 feet. The new markers may not match the existing markers exactly. The existing depth markers will be measured for accuracy and if any require replacement, a cost can be provided prior to completion.
- There are currently two locations that need additional markers.

The cost to install new coping expansion joint mastic: $2,300

- This price includes the coping expansion joint only. No deck joints are included.

Water Features:

The cost to clean, prepare, and paint the existing water features: $14,500

Sand all of feature to be painted to create a suitable profile for proper adhesion of the coatings.

- Clean with TSP No-Rinse to remove chalk, dirt, and contaminants that could affect the adhesion of the coatings.
- With brush and roller, apply two coats of Sherwin Williams Sher-Loxane 800 Polysiloxane.
- This proposal includes matching the existing colors as close as possible. New colors may not be an exact match.
- Cover and protect all areas not scheduled for paint. This includes the mushroom, two spray cannons, and the dump bucket features. This does not include the two bug features on the beach entry or the small slide.
- This price does not include any repairs to the features. The features can be inspected and quote for repairs can be provided at that time.

Chemical Start-Up:

The cost for the chemical start-up upon completion: $6,000

- This cost includes the start-up chemicals and labor to brush, clean, and vacuum the pool for one week after the pool is filled. This price does not include adding chorine stabilizer or salt.

- The owner is responsible for monitoring and setting up the process of fill water, including the quality of the fill water. It is important that the pools are filled within 30 hours. We will not be responsible or liable for excessive check cracking if the pools are not completely full 30-hours after completion of plaster. We will not be liable for any staining if the fill water is of poor quality.
- Hancock Pool Services will provide a thorough plaster care form detailing how to care for the new plaster, and will provide chemical balancing training, if needed.
- To achieve optimal results with the new pool finish, additional care is required for the first 28 days after water fill.

Equipment:

The cost to replace the filter media and laterals in the two Waterco SMD1200 filters: $14,000

- This price includes new filter media, lateral kits, freight, and labor. Replacement bulkheads, ports, lids, etc. are not included.
- Hauling off the existing filter media is included.
- The new lateral kits have an approximate 3-4 week lead-time.

Total Cost: $120,750

Bond Fee: $3,650

Total Project Cost: $124,400

Warranty:

- There is a five-year plaster bonding warranty.
- Marquis Series plaster has a five-year manufacture limited warranty.
- This warranty does not cover any discoloration that might occur after the new plaster has been installed after a 30-day period. Owner is responsible for the necessary chemical maintenance, pool cleaning, and proper pool care to assure plaster life and integrity to be able to receive the delamination warranty.
- Beach Entry has a two-year warranty.
- Tile has a one-year bonding warranty. This warranty does not cover damages caused by cracks or movement.

Plaster / Pool Finish:

Pool plaster finishes may contain a certain amount of shading and/or color variation, which should not be construed as a defect. Plaster is not guaranteed against discoloration or staining since such defects generally result from local water conditions, improper use of chemicals, or the absence of routine pool cleaning and maintenance. Hancock Pool Services, Inc. is not responsible for brushing or conditioning pool after time frame specified above. Contractor will repair or replace any

defective component or warranted goods at no cost to owner for the duration of the manufactures original warranty.

Light Fixture Disclosure:

By necessity the pool/spa light fixture(s) must be moved during construction. Contractor will take every precaution to ensure continued operation of the lighting subsequent to completion. However, the owner is advised that during this process light fixtures can fail despite best efforts by the contractor. The contractor is not responsible for existing light(s) in pool(s), spa(s), water feature(s), etc. which fail to operate subsequent to project completion.

Contract Acceptance - Owner:

Hancock Pool Services, Inc. agrees that all work will be completed in a workmanlike manner according to standard industry practices but shall not be responsible for delay or failure to perform work when such delay or failure is due to reasons beyond its control (i.e. weather). Hancock Pool Services, Inc. is not responsible for any damages to existing sprinkler lines, cable/telephone lines, utility lines, or any sod/plants damaged during construction process. Any alterations or deviation from above specifications involving extra costs will be performed only upon a new revised proposal by the contractor. On all re-plasters we will drain the swimming pool, chip around the lights, main drains, and fittings. We will remove any hollow spots that may be present. If the existing plaster has an excessive number of hollow spots or flaking plaster there may be an additional charge. Unfortunately, we cannot determine this until the pool is drained.

Water and Electricity are necessary for our work and must be available on-site. The City must keep area free from other workman, pets, and children. Water (sprinklers) must be turned OFF during application. The City is responsible for monitoring filling of the pools.

The Contractor is responsible for completion of the work in compliance with this Agreement and for the quality of material and workmanship in accordance with standard specifications.

EXHIBIT B
SUPPLEMENTAL TERMS

WARRANTY AND WARRANTY TERMS

1. Warranty Coverage

The Contractor warrants that all work performed under this agreement has been completed in a professional and workmanlike manner using materials suitable for their intended purpose.

The Contractor further warrants that the work shall be free from defects in workmanship for a period of five (5) years and warrants that the work shall be free from the manufacturer's defects for a period of one (1) from the date of substantial completion, unless otherwise stated herein.

2. Covered Defects

This warranty covers defects resulting directly from faulty workmanship and defects resulting directly from the plaster manufacturer due to faulty product, including:

- Cracking caused by improper application or installation or faulty product.
- Delamination or separation of plaster from the substrate due to defective workmanship or faulty product.
- Loose or hollow areas resulting from improper installation.
- Failure of plaster finish caused by defective workmanship or faulty product.

3. Exclusions

This warranty does not cover damage or defects resulting from:

- Normal shrinkage or hairline cracking.
- Structural movement or settlement of the building.
- Water intrusion, flooding, leaks, or moisture from sources beyond the Contractor's control. Acts of God, fire, earthquakes, storms, or other natural disasters.
- Impact damage, abuse, misuse, vandalism, or accidental damage.
- Alterations, repairs, or modifications performed by anyone other than the Contractor, including the City draining the pool without following the Contractor's recommended drainage protocol, including but not limited to failure to relieve hydrostatic pressure, improper use of a submersible pump, or draining without prior authorization from Contractor.
- Failure to maintain the pool equipment, chemical maintenance, pool cleaning, and proper pool care in accordance with normal maintenance practices, leading to discoloration of the plaster, plaster delamination, plaster cracking, or plaster nodules.

4. City’s Responsibilities

The City shall:

- Promptly notify the Contractor in writing of any claimed defect during the warranty period. Allow the Contractor reasonable access to inspect the alleged defect.
- Take reasonable steps to prevent additional damage after discovering a defect.

5. Contractor’s Obligation

If a covered defect is confirmed during the warranty period, the Contractor shall, at its sole option:

- Repair the defective work; or
- Replace the defective work.
- Contractor shall promptly inspect the claimed defect and promptly decide to repair or replace the defective work.

6. Limitations of Liability

The Contractor shall not be liable for:

- Incidental, indirect, consequential, or special damages.
- Costs associated with temporary relocation or loss of use of the property.
- Damage from third-party equipment/repairs.

7. Transferability

This Warranty is not transferable unless agreed to in writing by the Contractor.

8. Entire Agreement

This Warranty constitutes the entire warranty provided by the Contractor regarding the work and supersedes all prior oral or written representations concerning warranty coverage.

EXHIBIT C
COOPERATIVE AGREEMENT

The Cooperative Agreement is incorporated here by references and is available through the Texas BuyBoard Cooperative at https://www.buyboard.com/texas.

EXHIBIT D
PAYMENT SCHEDULE

Thirty percent (30%) of the Total Project Costs are due upon start of the work. Upon plaster preparation completion, the Contractor shall invoice the City for an additional thirty percent (30%) of the Total Project Costs. Upon new plaster installation, the Contractor shall invoice the City for an additional thirty percent (30%) of the total project costs. Upon project completion, the Contractor shall invoice the City the balance of the Total Project Costs. Contractor must submit progress payment invoices as outlined above to the City, accompanied by an explanation of progress payment charges, fees, services, and expenses, including an accounting of actual hours worked. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

EXHIBIT E
INSURANCE REQUIREMENTS

I. The Contractor agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

A. Commercial General Liability
B. Business Automobile Liability
C. Workers' Compensation

II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
C. "Claims made" policies are not accepted, except for Professional Liability insurance.
D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
    1. The insurance company is licensed and authorized to do business in the State of Texas
    2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO

3. All endorsements and coverages are included according to the requirements of this Agreement
4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. **Commercial General Liability** requirements:

A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.
C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

VI. **Business Automobile Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.
C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VII. **Workers' Compensation Insurance** requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all* employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.

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

1. Employer's Liability limits of $1,000,000 for each accident is required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the 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.

EXHIBIT F
CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/6/2026

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

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

PRODUCER Brady, Chapman, Holland & Assoc. Inc. 10055 West Gulf Bank Houston TX 77040	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 713-688-1500 FAX (A/C, No): 713-688-7967 E-MAIL ADDRESS: ecerts@bch-insurance.com
INSURED HANCOCKPOO- Hancock Pool Services Inc P. O. Box 670345 Houston TX 77267-0345	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Casualty Insurance Co. — 29424 INSURER B : Texas Mutual Insurance Co — 22945 INSURER C : Hartford Fire Insurance Co. — 19682 INSURER D : Trumbull Insurance Co.(Hartford) — 27120 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 369253533 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY			61UUNQD9C67	5/1/2026	5/1/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			61UENQD9EY0	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			61HHUQD9CAW	5/1/2026	5/1/2027	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED [X] RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			0001252466	5/1/2026	5/1/2027	X PER STATUTE [ ] OTH-ER	Texas
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The policy includes blanket additional insured on the general liability per form HG0001(09/16) and automobile per form HA9916(12/21), with a waiver of subrogation on the general liability per form CG2404(12/19), automobile per form HA9916(12/21), and workers compensation per form WC420304B, when required by written contract. This insurance is primary and non-contributory as respects general liability per form HG0001(09/16), and Auto per form HA9916(12/21), when required by written contract. Umbrella policy follows form of scheduled underlying subject to form XL00030916 and all endorsements.

CERTIFICATE HOLDER

CITY OF GEORGETOWN
P.O. BOX 409
GEORGETOWN TX 78627
United States

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
Timothy J. Brady

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City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Sixth Amendment to the Services Agreement with Texas Disposal Systems

SUGGESTED ACTION:
Consideration and possible action to approve a sixth amendment to the Solid Waste, Recycling, Yard Trimming and Bulky Waste Collection, Disposal and Processing Services Agreement with Texas Disposal Systems -- April Haughey, Assistant Public Works Director

ITEM SUMMARY:
This agenda item represents the sixth amendment to the TDS contract. The key changes in this amendment is the increase to the TDS wholesale rate. This amendment includes a contractually allowed 4% rate increase for FY2027, as requested by TDS. Staff recommends that City Council approve this contract amendment as written.

FINANCIAL IMPACT:
The TDS contract is expected to cost approximately $13,088,400.00 in FY2027. These costs are offset by solid waste revenue. These TDS rates were contemplated in the update to the City's solid waste cost of service model completed by the city's ratemaking consultant, NewGen Strategies & Solutions.

SUBMITTED BY:
Karen Frost, Public Works

ATTACHMENTS:
6thAmendmentFY27GT-TDS.pdf

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

SOLID WASTE, RECYCLING, YARD TRIMMINGS, AND BULKY WASTE SERVICES CONTRACT

This is the Sixth Amendment to the Contract for Solid Waste, Recycling, Yard Trimmings, and Bulky Waste Services ("Sixth Amendment"), entered into to be effective on the date written below, by and between the City of Georgetown, a Texas home rule city, (the "City"), and Texas Disposal Systems, Inc., ("TDS").

RECITALS

WHEREAS, on November 21, 2021, the City and TDS entered into the Contract for Solid Waste, Recycling, Yard Trimmings, and Bulky Waste Services to provide various waste management services, ("Contract"); and

WHEREAS, the City and TDS seek to amend the Contract to update the rates as provided for in the Contract.

NOW THEREFORE, in consideration for the mutual benefits to be derived by the parties from this Amendment and other good and valuable consideration, the City and TDS agree to amend the Contract as follows:

1. **Capitalized Terms.** Unless otherwise defined herein, capitalized terms shall have the meanings afforded same in the Contract.
2. **Exhibits A, B, and D** of the Contract are hereby amended and replaced in their entirety with Exhibits *A, B, and D* attached hereto.
3. **Section 1.69 of the Contract is hereby amended and replaced in its entirety as follows:**

   Tier II Customer (s). Customers located outside the corporate boundaries of the City and inside the extra-territorial jurisdiction of the City that are also located (1) within a Municipal Utility District (MUD) that is contractually obligated to use the City's solid waste provider or (2) within one of the existing MUDS:

   West Williamson County Mud 1 (Oaks at San Gabriel)
   MUD 15 (Teravista)
   MUD 25 (Water Oak)
   MUD 30 (Cresent Bluff)

Parkside of the River (POR MUD 1, 2, and 3)

Ragsdale Ranch

Lakeside Estates (Approved late 2025)

4. Section 7.01.01 of the Contract is hereby amended and replaced in its entirety as follows:

7.01.01. No Charge Services.

(i) Contractor shall provide Solid Waste Services and/or Recycling Services to City Facilities at the sole expense of the Contractor for all City Facilities for which utilities are paid from the Solid Waste Services Fund, as identified in Exhibit D. City Staff has the sole authority to modify Exhibit D to add or eliminate City Facilities to receive City Services. City Staff shall notify the Contractor upon modification of *Exhibit D*. Contractor shall collect on a frequency designated by the City Staff, from one (1) time every week up to seven (7) times per week, on a scheduled Collection day(s) of the number and size of Solid Waste Carts, Recycling Carts, or Dumpsters as specified by the City Staff.

(ii) Contractor shall accept a minimum value annually of Solid Waste, Yard Trimmings, Bulky Waste, and recycle materials delivered to the City Collection Station by the City, at no additional charge to the City. Materials delivered by the City shall be calculated beginning October 1 of each Contract Year through September 30 of the same Contract Year. From October 1, 2026, through September 30, 2027, the minimum annual value of materials shall be $46,728.90. The value of materials shall be calculated based on the City Transfer Station gate rates for such materials.

The minimum annual value of materials to be accepted from the City at the Transfer Station at no additional cost shall be adjusted on an annual basis following the schedule of annual rate adjustments as included in Section 27.09.2 of this Contract and as shown on Exhibit A to this Contract.

5. Section 7.04.1of the Contract is hereby amended and replaced in its entirety as follows:

7.04.1 The Contractor shall annually provide the City with a donation of trees, shrubs, compost, mulch, and/or concrete having a retail value of $11,682.23. The value of

such donation shall be adjusted on an annual basis by the same percentage as the calculated annual rate adjustment, as described in Section 27.09.2 of this Contract.

6. **Counterparts.** This Amendment may be executed simultaneously in counterparts (by facsimile, PDF or otherwise), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The use of electronically transmitted signatures, whether by facsimile, PDF and/or email, in place of original signatures on this Amendment is expressly allowed. The Parties intend to be bound by the signatures on such electronically transmitted document, are aware that the other party will rely on the electronically transmitted signatures and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

IN WITNESS WHEREOF, the Parties have duly executed this Sixth Amendment to the Contract for Solid Waste, Recycling, Yard Trimmings, and Bulky Waste Services to be effective November 1, 2026.

[Signature pages to follow]

List of Exhibits

Exhibit A-TDS Wholesale Rates

Exhibit B-Downtown Ambassador Program

Exhibit D-City Facilities for which utilities are paid from the General Fund

THE CITY OF GEORGETOWN

Signature: _____
Name: Josh Schroeder
Title: Mayor
Date: _____

TEXAS DISPOSAL SYSTEMS, INC.

Signature: _____
Name: Ja'Mar Prince
Title: Municipal Sales Mngr.
Date: July 29, 2026

ATTEST:

_____
Robyn Densmore, City Secretary

Approved as to form:

_____
Skye Masson, City Attorney

EXHIBIT A

The following wholesale rates shall be effective on November 1, 2026, and shall remain effective unless modified pursuant to the agreement.

Residential Solid Waste Services	Tier I	Tier II	Tier III & IV
Trash Service			
Recycle Service			
Bulky Collection – 4X per year			
Seasonal Yard Trimmings			
Monthly Total	**$18.94**	**$29.39**	**$27.25**
Extra Cart – Trash or Recycle	$10.46	$10.46	$10.46
Additional Yard Trimming – sticker	$5.62	$5.62	**
Additional Bulky Waste Collection - $ each	$34.46	$34.46	**
Oversized Bulky Waste Collection – per CY	$34.46	$34.46	**

Cart Size Change Fee	
Cart Exchange Fee (Broken or Nonfunctional)	No Charge
Cart Exchange Fee (Customer Request)	$41.83 each

**Not included in base service. Rate to be negotiated between Contractor and Out-of-City Customer

Commercial Solid Waste Service-Carts

# Carts	Pickups Per Week				
	1	2	3	4	5
1	$28.88	$57.78	$86.65	$115.52	$144.38

Note: Multiple frequency available in central business district only

Commercial Recycling Service-Carts

# Carts	Pickups Per Week					
	EOW	1	2	3	4	5
1	$14.43	$27.44	$54.85	$82.31	$109.75	$137.17

Commercial Container – Landfill

Size Of Container	Pickups Per Week						
	1	2	3	4	5	6	7
2CY	$83.52	$167.02	$250.53	$334.03	$417.55	$501.05	$584.58
3CY	$94.02	$188.00	$282.00	$376.01	$470.01	$564.01	$658.00
4CY	$104.49	$208.99	$313.47	$417.97	$522.49	$626.97	$731.46

Exhibit A: New Solid Waste Rates For Contract Beginning November 1, 2026

6CY	$125.49	$250.96	$376.45	$501.93	$627.40	$752.90	$878.38
8CY	$146.48	$292.93	$439.42	$585.87	$732.35	$878.80	$1,025.30
10CY	$167.43	$334.93	$502.36	$669.81	$837.29	$1,004.74	$1,172.19

Commercial Container-Recycling

Size Of Container	Pickups Per Week						
	1	2	3	4	5	6	7
2CY	$80.15	$160.34	$240.48	$320.68	$400.82	$481.01	$561.17
3CY	$90.23	$180.50	$270.71	$360.95	$451.22	$541.45	$631.68
4CY	$100.31	$200.63	$300.95	$401.26	$501.57	$601.89	$702.21
6CY	$120.46	$240.92	$361.38	$481.84	$602.31	$722.79	$843.24
8CY	$140.62	$281.22	$421.83	$562.45	$703.06	$843.67	$984.27
10CY	$160.75	$321.51	$482.27	$643.04	$803.78	$964.55	$1,125.31

Commercial Containers-City Discount-10%

Commercial-Additional Services

Service	Price	Frequency of Fee
Locking Device-Installation	$121.50	one-time charge
Locking Device	$29.07	per month
Casters- Non-Residential Containers	$42.95	per month

Unscheduled Extra Pickups

2CY	$65.71	each
3CY	$82.12	each
4CY	$89.70	each
6CY	$97.29	each
8CY	$106.13	each
10CY	$139.00	each

FL Compactors – Service rates and rental costs negotiated between TDS & Customer

Freon Removal	$56.86 each appliance
Removal of Dead Animals-under 100. Lbs.	$75.83 each
Closed Landfill Maintenance Fee	No Charge

Transfer Station Host Fee: Municipal solid waste received at the Transfer Station and transported by TDS transfer trailers to the TDS Landfill for disposal, as documented in the annual MSW report filed with the Texas Commission on Environmental Quality (TCEQ).

A fee of $3.74 per ton of municipal solid waste (MSW) will be paid by the Contractor to the City for waste transferred through the Georgetown Transfer Station and transported to the TDS landfill for disposal.

This fee does not apply to recyclable materials, including but not limited to commercial recycling, curbside recycling, green waste, compost, recycled wood, green builder recyclable materials, and other recyclable materials.

Ambassador Fee: The Program remains as in the original contract. The current monthly rate is $13,690.12 and will increase to $14,237.72 in FY27. The Ambassador Program runs five days per week, Wednesday through Sunday. Ambassador Program hours are shown in *Exhibit B*.
Hourly rates for additional services are $41.51 /hour for labor attendants (pick up litter and empty waste receptacles); $52.56/hour for supervisors of labor attendants (working supervisor to pick up litter and waste receptacles, supervises one or more labor attendants); and $87.62/hour for Supervisor or Attendant with CDL.

City of Georgetown – City Event Trash Collection

Carts	**Delivery**	$23.03 each
	Service	$28.79 each
	Pickup and Clean	$28.79 each

	Cubic Yard	**Delivery**	**Haul/Disposal**	**Rent**
Open Top Roll-Off	20 CY	$122.67	$408.89	No Charge
	30 CY	$122.67	$496.50	No Charge
	40 CY	$122.67	$525.70	No Charge

		Haul/Disposal	**Frequency of Fee**
Front Load Dumpsters	Delivery	$93.45	each
	Service-Normal Hours	$142.53	each
	Service-After Hours	$196.26	each
	Final Pickup	$142.53	each

Open Top Roll-Off Storm Cleanup	Delivery	$146.03	each
	Haul Fee w/ Disposal	$671.74	each
	Rental	$5.84	per day

Rear Load Storm Cleanup	$213.78 per hour plus disposal

Transfer Station Operation:

Annual cost to provide collection service -No fee to City

Minimum charges – Automobile and pickup truck

No greater than 90% of gate rate of Williamson County Landfill

Other Fees:

The Contractor shall establish fees based on market conditions. Fees shall include landfill gate rate fees at Travis and Williamson County landfills, together with transportation costs to the TDS facility in South Travis County.

Fees will be assessed using a combination of cubic-yard and tonnage-based rates, as determined by the Contractor.

EXHIBIT B

Downtown Ambassador Program: The Parties agree to extend the Downtown Ambassador Program through October 31, 2027. The Contractor shall assign qualified persons to provide the Downtown Ambassador Program ("Ambassador Program") within the nine Blocks that are labeled as 0, 37, 38, 39, 40, 41, 50, 51, and 52 ("Service Area"). The following services shall be provided in the Service Area for up to thirty-three and a half (33.5) hours per week pursuant to the map and schedule unless the schedule is modified at the request of the City in writing, and more specifically described as follows:

(i) Manage Dumpsters on Blocks 0, 38, 39, 40, 51, and 52, plus the two dumpsters located in the 9th Street and Main Street parking lot.
(ii) Keep Dumpsters from overflowing.
(iii) Sweep and pick up litter from around the Dumpsters.
(iv) Assist businesses on Blocks 0, 38, 39, 40, 50, 51, and 52 with getting trash and bags into Dumpsters.
(v) Empty trash receptacles, including Big Bellies, located on sidewalks in the Service Area.
(vi) Collect litter from the sidewalks and street in the Service Area.
(vii) Supervise the Contractor staff; and
(viii) Drive Commercial Driver's License (CDL) trucks to empty Dumpsters.

Sidewalk: The Contractor shall collect litter and debris found on sidewalks and the adjacent curb and street during the schedule so that the Service Areas appears maintained. The Contractor shall make a final round of the Service Area to remove litter and debris within one hour of the end of each shift.

Schedule: The Contractor shall adhere to the following schedule. Start and finish times may vary no more than 3 hours from the prescribed times. Days of service may not vary.

	Start Time	Finish Time	Break Time (Hours)	Total Hours
Wednesday	2400	0600	0.50	5.50
Thursday	2400	0600	0.50	5.50
Friday	2400	0600	0.50	5.50
Saturday	1930	0530	0.50	9.50
Sunday	1800	0400	0.50	7.50

Downtown Ambassador Program Reporting: Weekly reporting from the Contractor in a form acceptable to the City that includes a detailed description of the Attendant and/or Ambassador's **a)** maintenance and upkeep concerns or challenges within the Service Area, **b)** data and photograph documentation (before and after pictures from different days) of service rendered, and **c)** descriptions of unusual or suspicious activities concerning solid waste observed, including but not limited to, blocked containers, illegal dumping, and assistance requests from business(es).

Payments for Downtown Ambassador Program: The City shall, upon receipt of an invoice together with all supporting documentation the City deems necessary, compensate the Contractor for the Ambassador Program services described herein based on monthly rates. Any services requested by the City and provided by the Contractor beyond those described in this Exhibit, shall be invoiced at the hourly rates in Exhibit A and will be invoiced in the month following in which such additional services are rendered.

Exhibit B: Figure 1. Service Area

Ambassador Service Area.

☐ = Service area boundary include the nine blocks labeled 0, 37, 38, 39, 40, 41, 50, 51, and 52, plus the two dumpsters located in the 9th Street and Main Street parking lot

X = current dumpster locations.

Four sets of dumpsters (recycling and landfill trash) will be serviced.

Litter to be collected from sidewalks and streets around the nine Blocks.



Solid Waste Receptacles

Big Bellies

1. Block 38: Corner of 7th and Main
2. Block 40: Corner of 7th and Main
3. Block 40: Corner of 8th and Main
4. Block 51: Corner of 9th and Main
5. Block 41: Corner of 8th and Austin Ave.
6. Block 41: Corner of 7th and Austin Ave.

Landfill Trash Receptacles

1. Block 38: 7th and Austin Ave.
2. Block 39: 7th and Main
3. Block 40: 8th and Main
4. Block 40: 8th and Church
5. Block 52: 8th and Main
6. Block 52: 8th and Church
7. Block 51: 8th and Main
8. Block 51 8th and Austin Ave.
9. Block 50: 8th and Austin Ave.
10. Block 41: Mid-block 8th and Austin Ave.
11. Block 41: 7th and Austin Ave.



Exhibit B: Figure 3. Downtown Ambassador Performance Metrics

Dumpsters. The Contractor shall service the Dumpsters during the scheduled shifts so that there is capacity for businesses to discard their trash and recycling. The Contractor shall ensure the Dumpster are emptied and the areas are clean and free of debris within one hour of the end of each nightly shift. The photo on the right in Figure 3 is the target condition within one hour of the end of each scheduled nightly shift. This means no significant landfill, recycling, or other debris around the Dumpsters.



Figure 3a. Without Ambassador Program



Figure 3b. Desired state with Ambassador Program

Exhibit B: Figure 4. Downtown Ambassador Performance Metrics

Landfill Trash and Recycling Receptacles. The Contractor shall service receptacles, including Big Bellies, during the schedule so that there is capacity for patrons to discard their waste. The Contractor shall routinely inspect each receptacle during the scheduled shift and empty as needed. The City shall make available to the Contractor the Big Belly Clean App to use on their mobile devices; this mobile app tracks the fullness of the Big Bellies and sends alerts when they are near full capacity. The Contractor shall make a final round of all receptacles to remove trash and debris around them and empty each one within the one hour of the end of each nightly shift. The means no trash or litter is on the ground around the receptacles and Big Bellies when they are emptied.



Figure 4a. Without Ambassador Program



Figure 4b. Desired state with Ambassador Program

EXHIBIT D

Exhibit D-City Facilities for which utilities are paid from the General Fund

Fund	Customer name	Garbage Container	Recycling Container	Address
100 - General Fund	COG PUBLIC LIBRARY	6yd,	8 yd	402 W 8TH ST
100 - General Fund	COG TENNIS CENTER	3yd	4 yd	400 SERENADA DR
100 - General Fund	COG GAREY PARK	8 yd, 8 carts		6450 RM 2243
100 - General Fund	COG FIRE STATION #1	7 carts	1 cart	301 INDUSTRIAL AVE
100 - General Fund	COG FIRE STATION #2	2 carts	2 carts	1603 WILLIAMS DR
100 - General Fund	COG FIRE STATION #3	3yd	2 carts	5 TEXAS DR
100 - General Fund	COG FIRE STATION #4	4yd	2 carts	4200 AIRPORT RD
100 - General Fund	COG FIRE STATION #5	8yd		3600 D B WOOD RD
100- General Fund	COG FIRE STATION #6	8yd	8yd	6700 RM 2338
100- General Fund	COG FIRE STATION #7	8yd	8yd	2711 E UNIVERSITY AVE
100 - General Fund	COG VILLAGE DR POOL	4 carts		370 VILLAGE COMMONS BLVD
100 - General Fund	COG CITY HALL	8yd	8yd	808 MARTIN LUTHER KING JR ST
100 - General Fund	COG WILLIAMS DR POOL	4 carts	4 carts	3201 WILLIAMS DR
100 - General Fund	COG PSOTC	(2) 8yds		3500 D B WOOD RD
100 - General Fund	COG RECREATION CENTER	8yd	8yd	1003 N AUSTIN AVE
100 - General Fund	COG SAN GABRIEL PARK	8yd, 6yd, 5 carts		406 E MORROW ST
100 - General Fund	COG PARKS & RECREATION	8yd	8yd	443 E MORROW ST
100 - General Fund	COG GYBA CONCESSION STAND	8yd	8yd	435 E MORROW ST 10
100 - General Fund	COG COMMUNITY CENTER	8yd	8yd	445 E MORROW ST
100-General Fund	COG MUNICIPAL COMPLEX	(4) 8yds, 2 carts	(3) 8yds, 2 carts	300 INDUSTRIAL AVE 1 & 2
100-General Fund	COG COURT & COUNCIL BUILDING	6yd	3yd	510 W 9TH ST
100 - General Fund	COG PARKS & REC ADMIN	(3) 8yds, 4yd	8yd	1101 N COLLEGE ST
100 - General Fund	COG ANIMAL SERVICES	6yd		110 W L WALDEN DR

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
OpenGov Enterprise Procurement and Contract Lifecycle Management (CLM) Software

SUGGESTED ACTION:
Consideration and possible action to approve an agreement with Vertosoft for the purchase and installation of OpenGov Enterprise Procurement and Contracts Bundle software, for an initial term of one year in an amount of $170,654.34 to include one-time implementation costs; and to authorize the City Manager to execute renewals of the agreement for up to four (4) additional annual terms under the same terms and conditions for a total not to exceed of $689,778.35 -- Donna Cantwell, Purchasing Manager

ITEM SUMMARY:
Purchase and implementation of a Procurement and Contract Lifecycle Management (CLM) software platform (OpenGov Enterprise Procurement and Contracts) for citywide use, including professional services for configuration, integrations, and training, plus ongoing annual software licensing and support. This program will replace manual, disconnected processes currently split across email, shared drives, and general task-tracking tools with a single, centralized system covering procurement requests, solicitation development (RFP/RFQ/SOW authoring), vendor engagement and evaluation, and contract lifecycle management, including redlining, e-signature, and automated renewal and compliance alerts. The system will integrate with the City's Workday ERP and builds on the City's existing OpenGov partnership through the Enterprise Asset Management module already in use by Public Works.

This purchase directly addresses challenges identified by Procurement, Legal, Finance, and departmental staff during the City's requirements and solution evaluation process, including a lack of real-time visibility into request status, manual and error-prone solicitation drafting, disconnected vendor communications, unorganized and hard-to-consolidate evaluation scoring, and gaps in contract version control, renewal tracking, and financial reconciliation with Workday. Departments impacted include Procurement, Legal, Finance, IT, and all requesting departments citywide (e.g., Public Works, Fire, Electric, Fleet Services), each of whom participated in the evaluation and demonstration process. By centralizing these workflows into one auditable system, the City will gain real-time status tracking, reduced administrative rework, stronger compliance and audit trails, and improved coordination between Procurement, Legal, and Finance teams throughout the full request-to-contract lifecycle.

FINANCIAL IMPACT:
Funding was approved in FY2026 budget
Year 1 - $170,654.34
Year 2 - $120,442.91
Year 3 - $126,465.04
Year 4 - $132,788.32
Year 5 - $139,427.74

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
Q-29317 Vertosoft quote for OpenGov Georgetown TX update_City 10.6 cfm.pdf
Vertosoft_OpenGov_Enterpise Procurement and Contracts Software_27-0012-SC.pdf

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 9/29/2026, 1:33 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: opengov@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

Vertosoft Quote for OpenGov - City of Georgetown, TX

Contract: TX-DIR: DIR-CPO-5327 and the General Services Agreement Dated October 15, 2026

Quote #: Q-29317
Expires On: 10/15/2026

Ship To
Eric Johnson
City of Georgetown, TX
Donna Cantwell

Quote For:
Name:
Company: City of Georgetown, TX
Email:
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 10/15/2026
Overall POP End Date: 10/14/2030

Term 1 10/15/2026 - 10/14/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAOL-B500750M-RR-3Y	OpenGov Enterprise Procurement and Contracts Bundle - Between $500-750 Million - 3Y	1.00	$114,707.54	$114,707.54
OPGV-HALG-B500750M-NR-0Y	Custom Professional Services Deployment - Prepaid - Between $500-750 Million - 0Y	260.00	$215.18	$55,946.80
			Term 1 TOTAL:	$170,654.34

Term 2 10/15/2027 - 10/14/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAOL-B500750M-RR-3Y	OpenGov Enterprise Procurement and Contracts Bundle - Between $500-750 Million - 3Y	1.00	$120,442.91	$120,442.91
			Term 2 TOTAL:	$120,442.91

Term 3 10/15/2028 - 10/14/2029

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAOL-B500750M-RR-3Y	OpenGov Enterprise Procurement and Contracts Bundle - Between $500-750 Million - 3Y	1.00	$126,465.04	$126,465.04
			Term 3 TOTAL:	$126,465.04

Term 4 10/15/2029 - 10/14/2030

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAOL-B500750M-RR-3Y	OpenGov Enterprise Procurement and Contracts Bundle - Between $500-750 Million - 3Y	1.00	$132,788.32	$132,788.32
			Term 4 TOTAL:	$132,788.32

Term 5 10/15/2030 - 10/14/2031

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAOL-B500750M-RR-3Y	OpenGov Enterprise Procurement and Contracts Bundle - Between $500-750 Million - 3Y	1.00	$139,427.74	$139,427.74
			Term 5 TOTAL:	$139,427.74

Grand Total: $689,778.35

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Any Professional Services shall be performed pursuant to the attached Statement of Work, if any.

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at https://www.vertosoft.com/terms-and-conditions-opengov

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.
Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

In the event of any conflict or inconsistency between this quote and the terms of Vertosoft's Texas DIR Contract No. DIR-CPO-5327, the terms of the DIR Contract shall control.

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GENERAL SERVICE AGREEMENT WITH THE CITY OF GEORGETOWN, TEXAS

This General Service Agreement is entered into and made effective on the 15th day of October, 2026 by and between the **City of Georgetown**, a Texas home-rule municipal corporation (the "City"), **Vertosoft LLC**, a Virginia Limited Liability Company ("Vertosoft" or "Contractor") and **OpenGov Inc**, a Delaware Corporation ("OpenGov" or the "Service Provider"), for the following work: **implementation, configuration, and training of Open Gov Enterprise Procurement and Contract Software**, as described in the Scope of Services, attached as **Exhibit A.** This Agreement is entered into through the Texas Department of Information Resources Contract: DIR-CPO-5327 and is subject to the terms and conditions contained therein.

1. **Consideration.** In consideration for the services performed ("Services") and license the software ("Software") as detailed in Scope of Services, in addition to the Contractor's completion of work in conformity with this Agreement, during the initial term, the City shall pay the Contractor an amount not to exceed one-hundred seventy thousand six-hundred fifty-four dollars and thirty-four cents ($170,654.34).

2. **Software License.** City's use of the Services and Software is pursuant to the OpenGov End User License Agreement, Texas DIR Contract DIR-CPO-5327 set forth at https://vertosoft.com/terms-and-conditions-opengov/.

3. **Term.** This Agreement shall become effective on October 15, 2026. The initial term of the Agreement is through October 14, 2027, with the option to renew for four (4) additional one (1) year terms on the same terms and conditions. Any renewal must be in writing and executed by the parties.

4. **Fees.** The City shall pay the Contractor for the initial term and subsequent terms as described in **Exhibit B**. Exhibit B details any license, subscription, or service fees. The service costs in **Exhibit B** are inclusive of all Services and Software described in the Scope of Services. The Payment Schedule is outlined in **Exhibit C**.

5. **Order of Precedence**. 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. In the event there is a conflict between a term in this Agreement and the DIR Agreement DIR-CPO-5327, the terms of the DIR Agreement shall prevail.

6. **City's Payment and Approval**. All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Contractor within thirty days after of receipt of a correct payment application for services. The Contractor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Contractor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona

fide dispute between the Contractor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the payment application is not mailed to the City in accordance with this Agreement.

7. **Non-Appropriation**. This Agreement is a commitment of City's current revenues only. 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 Contractor a written notice of termination at the end of its then-current fiscal year.

8. **Executed Agreement. The Contractor shall not commence any work under this Agreement until the City provides written notice to proceed (the "Notice to Proceed"), which shall not occur until this Agreement is fully executed and all exhibits and other attachments are completely executed and attached to the Agreement.**

9. **Amendments.** Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute Amendments on behalf of the City or otherwise alter the scope of the services except in the event of a duly authorized Amendment approved by the City as provided in this Agreement.

10. **Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

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

12. **INDEMNIFICATION.**

    A. **DUTY TO INDEMNIFY.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AND ITS AGENTS, EMPLOYEES, OFFICERS AND SUCCESSORS, FROM AND AGAINST ANY CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, PROVIDED THAT SUCH CLAIM, CAUSE OF ACTION, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS,

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DISEASE, OR DEATH TO ANY PERSON, INCLUDING EMPLOYEES OR AGENTS OF CONTRACTOR, SUBCONTRACTOR, OR CONSTRUCTION MANAGER, OR TO INJURY TO OR DESTRUCTION OF PROPERTY INCLUDING LOSS OF USE RESULTING THERE FROM, ARISING OUT OF OR IN CONNECTION WITH CONTRACTOR'S PERFORMANCE OF THIS CONTRACT, INCLUDING WORK DONE BY CONTRACTOR, A SUBCONTRACTOR, THE CONSTRUCTION MANAGER, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANY FOR WHOSE ACTS THEY MAY BE LIABLE. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANOTHER OTHER PARTY INDEMNIFIED HEREUNDER, CONTRACTOR, OR ANY THIRD PARTY.

B. **INFRINGING PRODUCTS.** CONTRACTOR SHALL INDEMNIFY AND DEFEND THE CITY AGAINST ANY THIRD-PARTY CLAIM ALLEGING THAT A CONTRACTOR-DEVELOPED OR MANUFACTURED PRODUCT OR SERVICE ("INFRINGING PRODUCT") DIRECTLY INFRINGES A PATENT OR COPYRIGHT ("INFRINGEMENT CLAIM") OR BREACHED DATA PRIVACY LAWS ("PRIVACY CLAIM"), AND CONTRACTOR WILL PAY DAMAGES FINALLY AWARDED AGAINST THE CITY BY A COURT OR ARBITRATOR, OR AGREED TO IN WRITING BY CONTRACTOR OR THE CITY IN SETTLEMENT OF AN INFRINGEMENT CLAIM OR PRIVACY CLAIM. IF AN INFRINGEMENT CLAIM OCCURS, OR IN THE CITY'S OPINION IS LIKELY TO OCCUR, CONTRACTOR MAY AT ITS OPTION: (A) PROCURE FOR THE CITY THE RIGHT TO CONTINUE USING THE INFRINGING PRODUCT; (B) REPLACE OR MODIFY THE INFRINGING PRODUCT SO THAT IT BECOMES NON-INFRINGING; OR (C) GRANT THE CITY (I) A PRO-RATED REFUND OF ANY AMOUNTS PRE-PAID FOR THE INFRINGING PRODUCT (IF THE INFRINGING PRODUCT IS A SOFTWARE PRODUCT), OR (II) A CREDIT FOR THE INFRINGING PRODUCT, LESS A REASONABLE CHARGE FOR DEPRECIATION (IF THE INFRINGING PRODUCT IS EQUIPMENT).

C. **DUTY TO DEFEND.** CONTRACTOR SHALL ASSUME THE DEFENSE OF THE CITY PURSUANT TO THE PROVISIONS OF THE PARAGRAPH ABOVE WITHIN TEN (10) DAYS OF RECEIPT OF WRITTEN NOTICE. ANY LEGAL COST OR EXPENSE, INCLUDING ATTORNEY'S FEES, INCURRED BY THE CITY FOR ENFORCEMENT OF ITS RIGHTS UNDER THE PARAGRAPH ABOVE BETWEEN THE TIME BY WHICH CONTRACTOR SHOULD HAVE ASSUMED THE CITY DEFENSE AND THE TIME WHEN CONTRACTOR ASSUMES THE CITY'S DEFENSE SHALL BE REIMBURSED BY CONTRACTOR. ANY LEGAL COST OR EXPENSE, INCLUDING ATTORNEY'S FEES, INCURRED BY THE CITY IN THE SUCCESSFUL PROSECUTION OF ANY LITIGATION OR ARBITRATION SEEKING TO ENFORCE THE PROVISIONS OF THE PARAGRAPH ABOVE

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OR IN NEGOTIATING A SETTLEMENT OF SUCH CLAIM, SHALL ALSO BE REIMBURSED BY CONTRACTOR.

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

14. **Performance.** Contractor, its employees, associates, 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. Contractor shall undertake the work and complete it in a timely manner in accordance with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.

15. **Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.

16. **Termination for Cause.** In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party. In addition to all other remedies available under law and in equity, the City may remove the Contractor from the City's Contractor list in the event that this Agreement is terminated for cause and any offer submitted by the Contractor may be disqualified for up to three (3) years.

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17. **Taxes**. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

18. **Confidentiality and Records.**

A. **Confidentiality.** Each party agrees not to use, disclose, sell, license, publish, reproduce, or otherwise make available the information of the other party ("Confidential Information") 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. Parties shall endeavor to designate Confidential Information 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. This paragraph shall survive the term of the Agreement.

B. **Data on Termination.** Upon termination or non-renewal of this Agreement, Contractor will provide City data to City that is residing in Contractor's hosted environment. The City data shall be provided in a SQL/Postgres data backup. Contractor will provide such City data thirty (30) days after the date of expiration or termination, as applicable.

Alternatively, the City may require destruction of data upon termination or expiration. If so, the Contractor must remove, destroy, erase, and/or render unreadable all data according to the following standards: National Institute of Standards Technology ("NIST") Special Publication SP 800-88 titled Guidelines for Media Sanitization (available at: http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201).

C. **Texas Public Information Act.** Contractor acknowledges that City is subject by law to the Texas Public Information Act and responding to all Texas Public Information Act requests. Any confidentiality obligation in this Agreement shall be subject to the requirements of the Texas Public Information Act and any release of information by the City pursuant to the Texas Public Information Act shall not be considered a breach of any confidentiality obligation.

19. **Technical Provisions.**

A. **Liaison.** Contractor must appoint or designate an employee, preferably an executive officer, as the security liaison to the City with respect to the Services to be performed.

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B. **Permissions.** Contractor must ensure the immediate denial of access to the City's confidential data and information by any Contractor employees who no longer would require access to that information or who are terminated.

C. **Audit Logs.** Contractor shall maintain application-level audit logs (not system logs) of application-specific user activities, exceptions, information security events (successful and rejected events), use of privileges, log-on failed-attempts, log-on successes, log-off, data accessed, data attempted to be accessed, administrative configuration changes, and the use of advanced privileges.

D. **Test and Development Environment.** Contractor will provision a sandbox environment for the Software for testing and system development as long as it is not used for actual City business and mirrors the core functionality of the Production environment.

E. **IT Environment.** Contractors must adhere to applicable industry-supported standards and to certify that they are compliant.

F. **Divestiture.** Should Contractor divest itself from all or partial ownership of the Software, all terms of this Agreement will remain in full effect, including the City's right to use the Software under the pricing terms included in this Agreement.

G. **Service Level Agreements.** All modules of the Software will maintain a minimum uptime of 99%. Contractor will notify the City of the duration and nature of any Routine Scheduled Outages three days prior to the outage.

H. **Incident Response and Data Breach.** Contractor must provide for the timely detection of, response to, and the reporting of security incidents, including ongoing incident monitoring with logging. In the event of cyber incident that involves compromise and/or exfiltration of City data from Contractor information systems (data breach), Contractor shall comply with all applicable local, State of Texas, and federal requirements regarding breach identification and notification. Contractor acknowledges that it is providing services to the City of Georgetown, a local government entity established in the State of Texas, and must comply with all laws governing how a local government responds to a cyber incident. This includes, but is not limited to, Section 521 of the State of Texas Business and Commerce Code, the Federal Cyber Incident Reporting for Critical Infrastructure Act of 2022 ("CIRCIA"), and the Texas Medical Records Privacy Act, Section 181 of the Texas Health and Safety Code.

If a cyber incident involves the compromise or exfiltration of City sensitive data from Contractor's information systems, Contractor shall notify the City within seventy-two (72) hours, and use commercially reasonable effort to deliver a root cause analysis. Within thirty (30) days, Contractor will preserve forensic evidence and provide logs and indicators of compromise as reasonably requested. Contractor shall be responsible for reasonable remediation costs directly caused by

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Contractor's breach or gross negligence; other remediation costs shall be the parties' responsibility as required by law.

I. **Software Interfaces.** City has the right to develop interfaces to, and/or database applications that integrate with, the licensed Software using Contractor's recommended database and development tools without voiding the terms or warranties herein.

J. **Disaster Recovery.** Contractor has developed and implemented a business continuity/disaster recovery plan ("Plan") that it will maintain for the term of this Agreement. As part of Contractor's Plan, Contractor has fully redundant telecommunications access, electrical power, and the required hardware to provide access to the Software and Hosting Services in the event of a component or system failure or any other unplanned interruption of the Software or Hosting Services, whether caused by a disaster or otherwise. In the event any of City data has been lost or damaged due to an act or omission of Contractor or its subcontractors or due to a defect in Software, Contractor will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from the initial loss of data. For purposes of this subsection, RPO represents the maximum tolerable period during which City data may be lost, measured in relation to the initial event that causes loss of data. Contractor will test the business Plan on an annual basis. Contractor's standard test is not client-specific.

There will be no additional software costs to process at another site in the event of a disaster that shuts down the primary location where the Software is hosted. Nor shall the City incur any costs for Contractor to perform tests at the disaster recovery site.

K. **Secure Data Transmission.** Contractor will provide secure data transmission paths from each of the City's workstations to Contractor's servers; all data transmission between Contractor's hosted environment and the City's environment shall be encrypted. All City data that Contractor hosts will be located within the United States at all times.

L. **Compliance with Cybersecurity Policies.** Contractor, at its sole expense, shall maintain and comply with all cybersecurity and data protection standards reasonably necessary to provide the Services. Contractor shall comply with industry-recognized standards such as NIST SP 800-53. If the City reasonably determines that Contractor is not in compliance with the security policies, the City shall provide written notice identifying the specific non-compliance. Contractor shall, use commercially reasonable effort to remediate the non-compliance. The City's right to terminate for material breach shall apply only if Contractor fails to cure material non-compliance within a commercially reasonable cure period, a period that will be no less than thirty calendar days from receipt of written notice.

Contractor shall not be required to remediate non-compliance caused by the City's systems, integration points, third-party services outside Contractor's control, or the City's failure to follow Contractor's documented security guidance.

M. **Personnel Vetting.** The Contractor shall ensure all personnel who access City systems or data have undergone background checks consistent with the City's policies, and complete mandatory cybersecurity awareness training annually.

N. **Least Privilege Access.** Contractor shall implement the **Principle of Least Privilege**, ensuring personnel are granted only the minimum access and permissions necessary to perform their contractual duties.

20. **Notices.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first-class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Contractor:

Vertosoft LLC
1602 Village Market Blvd SE
STE. 320
Leesburg, VA 20175
contracts@vertosoft.com

Notice to the City:

City of Georgetown
ATTN: City Manager
P.O. Box 409
Georgetown, TX 78627
david.morgan@georgetowntexas.gov

With a copy to:

City of Georgetown
ATTN: City Attorney
P.O. Box 409
Georgetown, TX 78627
skye.masson@georgetowntexas.gov

21. **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. The Contractor's services shall be those of an independent contractor. This Agreement does not grant any rights or privileges established for employees of the City. Contractor shall not be within protection or coverage of any insurance that the City, from time to time, may have in force. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal

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agencies.

22. **Force Majeure.** The City and the Contractor will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Contractor shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

23. **Nondiscrimination.** The Contractor, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.

24. **Right to Audit**. The Contractor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Contractor records related to the performance under this Agreement. The Contractor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. In no event shall any audit occur: (1) more than once per calendar year, (2) without giving at least three business days prior written notice (3) outside of subcontractor's normal business hours, or (4) on systems where such audit may, in subcontractor's sole reasonable discretion, violate its third-party confidentiality obligations.

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

26. **Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Contractor certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. **Contractor Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

28. **Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott energy companies and will not boycott energy companies during the

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Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

29. **Contractor Certification Regarding Boycotting Firearm and Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

30. **No Waiver.** No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

31. **Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.

32. **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.

33. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. Venue shall be the applicable courts of Williamson County, Texas.

34. **Dispute Resolution.** If either the Contractor or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

35. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph.

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36. **Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Contractor.

37. **Duplicate Originals.** The parties may execute this Agreement in duplicate originals, each of equal dignity.

38. **Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

39. **Entire Agreement.** This Agreement, with all exhibits, attachments, and appendices attached, represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject of this Agreement.

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List of Exhibits

A. Scope of Services
B. Fees
C. Payment Schedule
D. Insurance Requirements
E. Certificates of Insurance

[*signatures on the following page*]

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CITY OF GEORGETOWN

By:

Name: Josh Schroeder, Mayor

Date:

CONTRACTOR

By: Signed by: Chet Hayes A496818314DB422...

Name, Title: Chet Hayes CTO

Date: 10/6/2026

Signed by: APPROVED BY VERITOSOFT LEGAL

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson, City Attorney

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EXHIBIT A
SCOPE OF SERVICES

The terms and conditions of this Agreement shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.

Statement of Work

City of Georgetown, TX

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OpenGov Statement of Work

1. **Project Scope and Understanding**
This Statement of Work ("SOW") outlines the functionality of the software licensed and Professional Services OpenGov will provide to the City of Georgetown, TX ("Customer") to guide, validate, configure, train, and launch the software under the applicable Agreement. Professional Services or technical requirements not listed in this SOW are out of scope.

2. **Core Scope and Capabilities**

OpenGov Procurement is a cloud-based procurement solution for state and local governments. Available functionality depends on the modules licensed, the Customer's configuration, and user permissions. This section describes the product generally and does not create warranties or commitments beyond those in the Order Form and End User Agreement. Procurement supports the following:

- Internal purchase request intake and approval routing
- Solicitation development and posting
- Vendor communication during live solicitations
- Proposal evaluation and award
- Contract authoring, e-signature, and tracking

Procurement Functional Modules

- Vendor Portal
- Sourcing Template
- Solicitation Template Development Solution
- Request Management Training
- Contract Management Configuration
- Contract Template Deployment
- E-Signatures
- Admin Documents and Checklist Configuration Single Sign On (SSO)
- Historical and/or Active Contract Metadata Upload

Key Features

- Request Management: Staff can submit purchase requests. Administrators can configure request types, review sequences, and conditional approval steps based on factors such as total spend.

- Solicitation Development: The Solicitation Builder supports templates, pricing tables, vendor questionnaires, and a scope of work library.
- Vendor Engagement: A vendor portal allows suppliers to maintain profiles and respond to solicitations. Agency users can send notifications, manage Q&A and addenda, and view vendor activity in Vendor Analytics.
- Evaluation and Award: Agency users can set up evaluation panels and scoring methods, review bid tabulations and side-by-side responses, and prepare award-related notices.
- Contract Management: Agency users can create contracts, including from project data, route documents for approval, send documents for e-signature, use contract checklists, and record contract amounts and spend.

3. **Exhibits**

The following exhibits are incorporated by reference and are part of this SOW:

3.1. Exhibit 1: Implementation Activities

3.1.1. Procurement & Contract Management

3.2. Exhibit 2: Technical Requirements

3.2.1. Procurement & Contract Management

3.3. Exhibit 3: Reports

3.3.1. Procurement & Contract Management Reports

4. **OpenGov Responsibilities**

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and milestones.

As part of the Project Plan, OpenGov will provide the City with a Customer Materials List identifying what OpenGov needs from the City to complete the activities in Exhibit 1. This includes the City's existing solicitation and contract templates (samples or boilerplate, in PDF or Word), examples of admin documents, the vendor list, the contracts log, and the other project Exhibit 2. OpenGov will set each due date in the Project Plan and provide the City [thirty (30)] days of advance notice.

Materials may be provided on an iterative basis. Pending the receipt of materials, OpenGov will progress other project work within scope. Materials submissions will be tracked in a shared project management tool, which will serve as the record of what has been requested and received.

5. **Customer Responsibilities**

The Customer will appoint a primary point of contact ("Customer's Project Manager") to coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, providing requested information, escalating issues internally, and collaborating on the Project Plan.

While the Customer's Project Manager is authorized to make routine operational and scheduling decisions, any decisions modifying contract scope, altering financial commitments, or executing Change Orders must be approved in accordance with the City of Georgetown's established municipal governance, procurement policies, and statutory approval authorities (signed by Project Sponsor or the Project Sponsor's designated appointee).

The Project Manager will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. The Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

Any failure by Customer to meet its responsibilities under this SOW, including any failure to timely review, approve, or provide feedback on deliverables, milestones, or other items requiring Customer action, that directly and materially impedes OpenGov's performance (each, a "Material Customer Delay") will suspend the affected obligations of OpenGov for the duration of such delay and for a reasonable period thereafter reasonably necessary for OpenGov to resume performance. OpenGov must provide written notice to Customer within five (5) business days of identifying any event it believes constitutes a Material Customer Delay, detailing the specific impact on the project schedule.

All affected milestones and delivery dates will automatically be extended on a day-for-day basis (or as otherwise reasonably necessary) to account for the actual impact of the Material Customer Delay plus a reasonable restart period thereafter,

regardless of whether the parties execute a Change Order. If a Material Customer Delay causes OpenGov to incur additional time that results in an increase in contract fees the parties will negotiate and document it in a mutually agreed Change Order prior to invoicing. Neither party will be considered in breach of this SOW for performance failures caused directly by a properly noticed Material Customer Delay.

6. **Project Delivery**

OpenGov will perform services under this SOW remotely. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

7. **Estimated Schedule**

The estimated duration of this work is nine (9) months. The specific timeline, including order of delivery of the product(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

8. **Acceptance Procedure**

The project will follow a structured deliverable review cycle. At project Kick-off all relevant stakeholders and project team members will establish a communication plan and procedure specific to Georgetown's needs. This plan will address absences, escalation paths, and communication standards for the duration of the project. Upon submission of a deliverable, the Customer will have ten (10) business days to review the deliverable and return either written acceptance or a consolidated list of requested revisions. Feedback will be submitted as a consolidated set of comments.

OpenGov will have five (5) business days from receipt of consolidated feedback to incorporate requested revisions and resubmit. The Customer will have an additional five (5) business days to review the resubmitted deliverable. If no response is received within this window, the deliverable will be deemed accepted.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on

hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays.

The review and response timelines in this section (section 7) apply to both parties. If OpenGov does not meet a timeline in this Section, Customer may give the assigned project manager written notice, at which time the matter will be handled as outlined within Section 9 (Communication and Escalation Procedure).

9. **Project Milestones**

Agreed milestones and readiness checkpoints. Dates are placeholders pending confirmation of the project charter.

Delays caused by either party — including stakeholder unavailability, delayed sign-offs, or failure to provide data within agreed windows — are that Party's responsibility and will result in milestone dates being adjusted on a day-for-day basis. These delays do not constitute an OpenGov delivery failure.

Milestone	Target Timing*	Completion Criteria	Owner
Project Initiation & Kickoff	**End of Month 1**	**Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that:** • **Project kick-off conducted and communication plan finalized.** • **City successfully logs into the OpenGov portal via Single Sign-On (SSO).** • **Customer logo and branding are correctly displayed.** • **Project setup and templates are agreed upon.**	**Both parties**
Validate — Discovery & Requirements	**End of Month 3**	**Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that:** • **The project plan has been created and agreed upon.** • **The project charter has been created and agreed upon.** • **The solution validation document is created and agreed upon.**	**OpenGov (lead) / [Department] SMEs**
Configure — Procurement	**End of Month 8**	**Vendor Portal**	**OpenGov (lead) / [Department]**

		• Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that the Vendor Portal has been configured and functions as designed. Sourcing Template • Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that the Generic Template has been configured. Solicitation Template Development Solution • Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that the Solicitation template(s) have been configured and function as designed. Request Management • Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that Request Management training sessions have been completed. Contract Management Configuration • Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that Contracts training has been conducted. Contract Template Deployment • Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that the Contract Template(s) have been configured and function as designed. eSignatures • Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that eSignatures function as designed. Admin Documents and Checklist Configuration • Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that Admin Documents and Checklist have been configured and function as designed. Single Sign On (SSO) Implementation • Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that Single Sign On has been configured and functions as designed. Historical and/or Active Contract Metadata Upload

		• Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that Historical/Active Contract log has been uploaded.	
Configure — Workday Integration	End of Month 8	Overall Workday Integration • Workday API connectivity and authentication • Supplier & Contract Sync (OpenGov -> Workday) Function: Master record alignment, tax & banking details, status & hold sync • Chart of Accounts, Budget Check, Journals & Encumbrance (OpenGov -> Workday) Function: Contract header and encumbrance/pre-encumbrance creation • Requisition & Purchase Orders (Workday <-> OpenGov) Function: Requisition to PO and PO balance tracking • Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that these parts are configured, function as designed, and have completed part-level SIT and UAT. End-to-End UAT and Production Promotion • Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that end-to-end UAT and production promotion has been completed.	OpenGov (lead) / [Department]
Train — Administrator & End User	End of Month 8	Admin & End-User Training for Solicitations, Contract Management, Request Management, and Supplier Engagement • Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that Admin and End-User Training has been conducted. Working Sessions • Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that all working sessions have been conducted.	OpenGov (lead) / [Department]
Launch — Readiness & Go-Live	End of Month 9	Go-Live Readiness • Conduct Go-Live readiness session with the City Project Manager and Project Sponsor or City's appointed designee to confirm launch readiness.	Both parties

HyperAdopt & Project Closure	**End of Month 9**	**HyperAdopt** • **Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that the HyperAdopt sessions have been completed as needed.** • **Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that the project has been completed and closed.**	**Both parties**

*Final agreed milestone dates will depend upon the agreed project charter.

10. Project Charter

Final milestones and milestone completion dates shall be agreed upon by the Parties in the Project Charter. The Project Charter will be approved by both Parties in writing. After the Parties approve the Project Charter, the Project Charter is hereby incorporated and made part of this Scope of Work as if fully set forth herein and shall be binding on the Parties from the date of approval unless the Project Charter specifies a different effective date.

11. Modifications

The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order"). Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

Note: The fees for the Professional Services in this SOW are fixed, and OpenGov will complete all in-scope activities described in Exhibit 1. The activities, support, and working sessions OpenGov described in this scope of work are included in the fixed fee and are not a change.

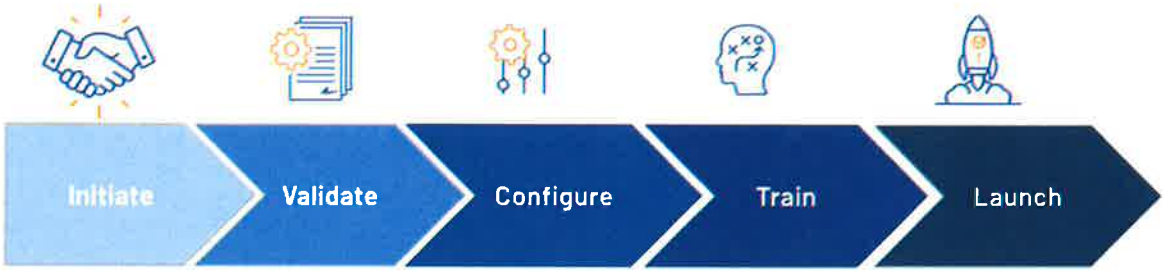
12. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly

determine a resolution and align on a path to successful implementation. If the Parties cannot reach a resolution and alignment on a path to successful implementation, then either party may then utilize the Agreement's Dispute $Resolution Procedure set forth in Section 34.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a five-phase hybrid methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup, conducts project kick-off, and engages all relevant stakeholders.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations, create the project plan, and create the project charter.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov's Customer Success Team.

Phase	Deliverable	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
Initiate	Project Kick off and Planning									
Validate	Requirements Matrix, Validation Workshops									
Configure	Solicitation Development									
	Solicitation Templates									
	Contract Management									
	Contract templates									
	Request Management									
	Request Management Workflows									
	Supplier & Contract Sync Integration									
	Integration Testing									
	Chart of Accounts Integration									
	Integration Testing									
	Requisitions & Purchase Orders Integration									
	Integration Testing									
Train	Admin & End User Training									
Launch	Go Live, HyperAdoption, Project Closure									

Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.
This timeline is for illustrative purposes only and is subject to change following the onsite scoping workshop.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Enterprise Procurement & Contract Management:

Procurement Use Cases:

- Solicitation Development
- Supplier Engagement, Evaluation and Awards
- Request Management
- Contract Management
- eSignatures
- Workday Integration

Initiate

Provisioning Procurement Website Instance

OpenGov will:

- Configure customer portal and upload Customer's logo.
- Conduct initial project setup and create templates.
- Conduct project kick-off session and establish a communication plan.
- Request an initial list of required project startup materials as defined in Exhibit 2 per mutually agreed timeline.

Customer will:

- Provide logo.
- Confirm access to the Portal.
- Attend project kick-off.
- Review initial setup and templates.
- Ensure that all relevant stakeholders are and will be engaged.
- Provide requested project startup materials to OpenGov per mutually agreed timeline.
- Completion Criteria:
    - Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that:
        - Project kick-off conducted and communication plan finalized.
        - City successfully logs into the OpenGov portal via Single Sign-On (SSO).
        - Customer logo and branding are correctly displayed.
        - Project setup and templates are agreed upon.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) two-hour working session at the beginning of the project to:
    - Confirm list of templates
    - Review technical requirements

    - Provide documentation on requirements and processes
- Prepare project plan and project charter.

OpenGov Assumptions:

- Boilerplate language will be provided within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.
- Review and confirm project plan.
- Review and confirm project charter.

Completion Criteria

- Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that:
    - The project plan has been created and agreed upon.
    - The project charter has been created and agreed upon.
    - The solution validation document is created and agreed upon.

Procurement & Contract Management configuration discovery will be led by OpenGov Professional Services. During the Validate phase the requirements for the Procurement configuration will be confirmed, the project plan & charter will be agreed upon. Workday Integration Discovery will be led by OpenGov's integration and product team and covers integration requirements, design, configuration, integration testing, identifier mapping, Chart of Accounts approach, triggers, and Workday Test Tenant access.

Configure

Supplier Engagement, Evaluation and Award Configuration:

Vendor Portal

OpenGov will:

- Provide the Customer with iframe code and documentation to create the Vendor Portal.
- Import the list of vendors provided by Customer.

OpenGov Assumptions:

- Customer will provide a complete and accurate vendor list for import to OpenGov. OpenGov clean up/correction of imported files are not included in the scope of this project.

Customer will:

- Allocate resources to create the Vendor Portal.
- Provide vendor email list and send vendor email/letter.
- Ensure that Vendor Portal will be active before OpenGov begins configuration of templates or the Solicitation Development phase.

Completion Criteria

- Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that the Vendor Portal has been configured and functions as designed.

Sourcing Template

OpenGov will:

- Deploy generic template.
- Provide OpenGov's "Paper to Paperless Language Transition Guide" to assist transition from paper to electronic.

Customer will:

- Provide a copy of the next solicitation document.
- Provide information to complete the generic solicitation upload template including forms and an example recent solicitation.
- Provide the category code set used by the agency (NIGP, NAICS, or UNSPSC).

Completion Criteria

- Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that the Generic Template has been configured and functions as designed.

Solicitation Template Development Solution

OpenGov will:

- Review and confirm the Solicitation Templates and documents provided by the Customer.
- Configure up to two (2) total Solicitation Template(s) from customer provided standard boilerplate templates:
    - One (1) Non-Construction Solicitation Template will be built based on examples collected from the customer up to one hundred (100) pages in length.
    - One (1) Construction Solicitation Template will be built based on examples collected from the customer up to two hundred (200) pages in length.
- Work with Customer to design and get sign off on the template(s).

OpenGov Assumption:

- If templates were not provided by the Customer prior to the creation of the SOW and the customer provides templates during the project that exceed the assumptions above, the Change Order Process will be followed.

Customer will:

- Provide templates with standard boilerplate language.
- Provide forms associated with solicitation templates.
- Provide admin documents.
- Select the first solicitation type (usually ITB or RFP), to work with OpenGov for the design.
- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Solicitation Templates.

Completion Criteria

- Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that the Solicitation template(s) have been configured and function as designed.

Request Management

OpenGov will:

- Provide up to ten (10) hours of training sessions on Request Management.

Customer will:

- Attend all working sessions.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for configuring its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that Request Management training sessions have been completed.

Contract Management Configuration:

Create and Manage Contracts

OpenGov will:

- Provide one (1) - one hour Overview of the Contract Management Solution to Customer's System Administrator(s).
- Provide guidance and instruction to the System Administrator on creating and managing contracts.

Customer will:

- Attend scheduled System Overview
- Create and manage contract records in the system with guidance from OpenGov.

Completion Criteria

- Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that Contracts training has been conducted.

Contract Template Deployment

OpenGov will:

- Review & configure agreed upon contract templates.
- Configure up to One (1) total Contract Template(s) from customer provided standard boilerplate templates :
    - One (1) Non-Construction Contract Template will be built based on examples collected from the customer up to fifty (50) pages in length.

OpenGov Assumption:

- If templates were not provided by the Customer prior to the creation of the SOW and the customer provides templates during the project that exceed the assumptions above, the Change Order Process will be followed.

Customer will:

- Provide templates with standard boilerplate language.
- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Contract templates.

Completion Criteria

- Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that the Contract Template(s) have been configured and function as designed.

eSignatures

OpenGov will:
- Enable eSignatures.
- Provide instructions on how to use eSignatures.

Customer will:
- Gather and provide relevant process information for eSignatures.
- Test the configuration and provide feedback.

Completion Criteria
- Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that eSignatures function as designed.

Historical and/or Active Contract Metadata Upload

OpenGov will:
- Provide a compatible mapping document in Excel format for the metadata of contracts (contracts log) to be uploaded into the system.
- Import the contract records listed in the contract log.

OpenGov Assumptions:
- OpenGov clean up/correction of attachments are not included in the scope of this project.

Customer will
- Customer will transfer their contract metadata into the mapping document provided by OpenGov for import into OpenGov. OpenGov clean up/correction of imported logs are not included in the scope of this project.

Completion Criteria
- Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that Historical/Active Contract log has been uploaded.

Admin Documents and Checklist Configuration

OpenGov will:
- Review & configure up to four (4) standard Admin Documents :
  - Proposal Viewer Agreement
  - Interview Invitation
  - Non-Award Letter
  - Notice of Intent to Award

Customer will:
- Provide Admin Documents.

Completion Criteria
- Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that Admin Documents and Checklist have been configured and function as designed.

Single Sign On (SSO) Implementation

OpenGov will:

- OpenGov implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provided required to establish SAML or HTTPS certification.
- Add OpenGov as a new application in Customer identity provider.

Completion Criteria

- Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that Single Sign On has been configured and functions as designed.

Reports

OpenGov will:

- Enable standard reports.

Customer will:

- Verify that data is appearing in reports as expected.

Completion Criteria:

- Written sign-off provided by the City's Project Manager andProject Sponsor or City's appointed designee that the below standard reports have been enabled.

Workday Integration

Three parts, configured and tested in the Customer-provided Workday Test Tenant. Mappings are limited to the agreed-upon acceptance criteria; additions follow the Change Order Process. Parts are not promoted separately. Production cutover occurs once, after end-to-end UAT in Workday Test Tenant and Customer written sign-off.

Customer will provide and maintain the Workday Test Tenant (tenant access, integration user, and security groups) for configuration, SIT, part-level UAT, and end-to-end UAT. Scope that the Workday API does not support is out of scope or replaced by an agreed alternative.

In the event there is a delay or interruption in the implementation of one or more of the Workday integrations: OpenGov will continue to work in parallel and push all possible phases to a "live" state. Any delays will follow the necessary escalation path.

Supplier & Contract Sync (OpenGov -> Workday)
Function: Master record alignment, tax & banking details, status & hold sync

Workstream	OpenGov product	OpenGov services	Customer

Workday API connectivity and authentication	Build and maintain connector and adapters	Validate against the customer tenant	Integration user, API client, security domains
Chart of accounts, budget check, journals and encumbrance	Standard financial operations	Map ledgers, funds, and segments	Confirm APIs or report for chart of accounts
Supplier and contract sync	Standard outbound sync	Field mapping and conflict rules	Process owners; supplier and contract identifiers
Contract spend in OpenGov	Lookup in Workday; display encumbrances, actuals, and remaining on the OpenGov contract	Confirm the Workday identifiers used for the lookup	Grant the integration user access to contract financials
Tenant enablement and cutover	Configuration model in product	Provision connection and support go-live	Approve production window

OpenGov Will:

- On award, create or update the Workday supplier if no Workday identifier exists, store the identifier, and reflect Workday profile updates in OpenGov asynchronously (API-dependent).
- Send vendor-portal compliance docs (e.g., W-9, ACH/Direct Deposit, TIN verification) to Workday for AP setup.
- Return Workday tax/admin hold to OpenGov and block new award or renewal until cleared.
- On contract activation, create or update the Workday supplier contract and store the Workday contract identifier.
- Train Customer users on the integration.

Customer Will:

- Provide the Workday Test Tenant, identifier mapping, and a representative UAT sample of suppliers and contracts.
- Attend training and validate the integration.

OpenGov Assumptions:

- Supplier push occurs on award and/or one other agreed event.

Configuration

- OpenGov will map supplier and contract fields (including tax, banking, and status), triggers (award; activation), identifier storage, duplicate-matching, compliance-doc routing, and hold blocking — limited to the agreed-upon acceptance criteria.
- Customer will provide Workday Test Tenant credentials/security groups and existing-supplier identifier mapping.

Systems Integration Testing

- In Workday Test Tenant, OpenGov will test new, update, and existing-supplier link; contract create/update on activation; hold blocking; and exceptions (missing fields, rejected TIN, duplicate, API down). Defects are remediated before UAT.

User Acceptance Testing

- Customer will confirm no re-keying for the UAT sample, stored identifiers, and that a Workday hold blocks award/renewal. In-scope defects are remediated and retested.
- Part-level sign-off confirms readiness for end-to-end UAT only; it does not authorize production.

Completion Criteria:

- UAT sample purchasing flows complete without re-keying supplier or contract data into Workday.
- Award creates or links a Workday supplier identifier; an activated contract stores a Workday contract identifier.
- Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that this part is configured, functions as designed, and has completed part-level UAT.

Chart of Accounts, Budget Check, Journals & Encumbrance (OpenGov -> Workday)
Function: Contract header and encumbrance/pre-encumbrance creation

OpenGov Will:

- Make the Chart of Accounts available in OpenGov for account selection (Workday web services or a Customer-provided report).
- Resolve related accounts before posting (encumbrance, pre-encumbrance, cash, as applicable).
- Provide live budget inquiry at requisition or PO create/approve; Workday remains the financial system of record.
- Post pre-encumbrance, encumbrance, and actuals per the agreed process.
- Sync fiscal periods from Workday on an agreed schedule.
- Train Customer users on the integration.

Customer Will:

- Provide the Workday Test Tenant and Chart of Accounts (web services or Customer-owned report).
- Attend training and validate the integration.

OpenGov Assumptions:

- Workday is the system of record for money movement and available budget.

Configuration

- OpenGov will map CoA segments/worktags, related-account derivation, live budget inquiry (including timeout and Workday-unavailable behavior), journal/commitment posting, and fiscal-period sync — limited to the agreed-upon acceptance criteria.
    - Supplier updates, PO Balances, and budget checks will be reflected near-realtime.
    - Integration troubleshooting and recovery functionality will be configurable and can be added as part of the systems integration testing.
- Customer will confirm in-scope segments, derivation rules, and the posting process.

Systems Integration Testing

- In Test Tenant, OpenGov will confirm CoA load and selection, budget inquiry vs. known Workday balances (sufficient, insufficient, inactive, closed period), the agreed

commitment lifecycle, and exception handling (invalid account, rejection, timeout, API error). Defects are remediated before UAT.

User Acceptance Testing

- Customer will confirm CoA accuracy, spot-check budget inquiry vs. Workday, and verify commitment entries through requisition/PO approval, including a fiscal-period boundary. In-scope defects are remediated and retested.
- Part-level sign-off confirms readiness for end-to-end UAT only; it does not authorize production.

Completion Criteria:

- Budget check returns Workday available budget or pass/fail for mapped accounts, per Workday API capability.
- Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that this part is configured and has completed part-level UAT.

Requisition & Purchase Orders (Workday <-> OpenGov)
Function: Requisition to PO and PO balance tracking
OpenGov Will:

- Create an OpenGov request from a Workday sourcing requisition that requires solicitation (minimum: requestor, fiscal year, Workday request identifier; additional fields only if required by acceptance criteria).
- Create the Workday PO from an OpenGov contract requisition or task order (immediate or recurring) without re-entry in Workday.
- Train Customer users on the integration.

Customer Will:

- Provide the Workday Test Tenant and grant the integration user procurement access.
- Attend training and validate the integration.

Configuration

- OpenGov will map inbound requisition → OpenGov request (type/workflow) and outbound requisition/task order → Workday PO (including PO number and remaining-balance write-back), plus duplicate prevention — limited to the agreed-upon acceptance criteria.
- Customer will confirm in-scope requisition types and contract scenarios.

Systems Integration Testing

- In Workday Test Tenant, OpenGov will confirm inbound request creation and routing; outbound PO for single-line, multi-line, multi-account, and recurring/task-order cases; PO number/balance write-back; and exceptions (inactive/expired contract, invalid account, hold, over-balance, duplicate, API error). Defects are remediated before UAT.

User Acceptance Testing

- Customer will run the agreed sample from Workday requisition through OpenGov award/activation to Workday PO (no re-keying) and confirm PO balance decrements on successive releases. In-scope defects are remediated and retested.
- Part-level sign-off confirms readiness for end-to-end UAT only; it does not authorize production.

Completion Criteria:

- An OpenGov requisition against an active contract creates the corresponding Workday PO for the UAT sample.
- Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that this part is configured and has completed part-level UAT.

End-to-End UAT and Production Promotion

After all three parts complete part-level UAT, OpenGov will support one end-to-end UAT cycle in the Customer's Workday Test Tenant covering the agreed purchasing flow across all parts. Customer will execute scripts, log defects, retest in-scope fixes, and provide written sign-off that the integration meets the agreed-upon acceptance criteria.

That sign-off authorizes a single promotion to the production Workday tenant. No part is promoted independently.

OpenGov Assumptions:

- Each part integration and the end-to-end cycle is fifteen (15) business days unless the Project Plan states otherwise.
- Defects are limited to configured behavior contrary to the agreed mapping and acceptance criteria. New fields, objects, triggers, or scenarios follow the Change Order Process.
- This integration review cycle is independent of any other review cycles defined within this statement of work.

Workday Integration: Ongoing Support

Monitoring

Opengov will:

- Enable Telemetry.
- Watch adapter/platform health.
- Fix compatibility breaks.
- Investigate and fix issues stemming from Workday platform releases leading to broken integration adapters.

Customer will:

- Receive alerts
- Investigate failures caused by agency configuration updates and authentication expiry.

Recovery

OpenGov will:

- Enable retry/reprocess and duplicate prevention.
- Fix OpenGov-caused failures.

Customer will:

- Correct data and configuration issues outside of the OpenGov integration adapters and platform capabilities (event triggers, connectors, transformation layer, domain objects, APIs). Examples of these include but are not limited to Workday business process changes resulting in new API contracts, custom field type changes, and system role permissions updates.
- Reprocess failed transactions.
- Verify both systems agree.

Release Compatibility

OpenGov will:

- Update adapters (translation layer) if a Workday change breaks them.
- OpenGov APIs are versioned and non-breaking, new fields may require an adapter update via Change Order.
- Maintenance of the integration will be supported for the duration of the agreement between OpenGov and the Customer.

Customer will:

- Notify of Workday changes; provide Workday Test Tenant and SMEs for regression.

Security

Opengov will:

- Use credentials only as required.

Customer will:

- Manage system user, permissions, credentials, and access to sensitive supplier data.

Error Handling

- Error handling for the Workday integrations (e.g., failed transaction retries, validation error surfacing, sync failure alerting/logging) is included in the scope of this SOW at no additional fee. This covers handling of errors that occur during normal integration operation as defined in the canonical interfaces and workflows described above; it does not include custom error-handling logic outside the scope of the integrations being delivered.

Train

Procurement Training

OpenGov will:

- Provide training on system functionality. Topics include:
    - Supplier Engagement
        - Creating Bids with Sourcing Templates
        - Live Bid Management & Vendor Experience
        - Evaluation and Awarding
    - Solicitation Development
        - Writing Solicitations using templates
    - Contract Management
        - Document Assembly and E-signature
        - Contract Document Developer Tools
    - Request Management
- Record all Admin & End User trainings
    - Training recordings will be delivered to the Customer for future use.

Customer will:

- Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.

Completion Criteria

- Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that Admin and End-User Training has been conducted.

Working Sessions

OpenGov will:

- Assign practice exercises to Customer to gain familiarization.
- Assist Customer during first real-life solicitation posting, and opening (if during deployment).
- Respond to questions regarding configured system functionality.

Customer will:

- Complete practice exercises to gain familiarization.
- Identify internal Admin Users & security permissions for all other users.

Completion Criteria

- Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that all working sessions have been conducted.

Launch

HyperAdopt

OpenGov will:

- Conduct Go-Live readiness session with the City Project Manager and Project Sponsor or City's appointed designee to confirm launch readiness.
- Provide up to eight (8) hours of remote working session(s) to answer any questions following solution acceptance.
- Send Solution Acceptance Document
- Transition for project team to Customer Success.

Customer will:

- Identify issues and attend sessions.
- Sign Solution Acceptance Document

Completion Criteria

- Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that the HyperAdopt sessions have been completed as needed.
- Written sign-off provided by the City's Project Manager and Project Sponsor or City's appointed designee that the project has been completed and closed.

Workday Post-Go-Live Integration Support (Stabilization Period)

- In addition to the 8-hour Hyper-Adopt go-live support window, OpenGov will provide a 30 day post-go-live stabilization period for the Workday integrations, staffed by the same team that built and configured them.

- During this period, the team will actively monitor and validate data synchronization between OpenGov and Workday to confirm it is operating in accordance with the SOW's defined scope and acceptance criteria.
- Any synchronization defects identified during this window that fall within the originally scoped integration behavior will be remediated by the implementation team at no additional cost.
- This stabilization period is not an ongoing warranty; it is a defined, time-boxed period (30 days from go-live) intended to confirm the integrations are working correctly in the live production environment before transitioning to standard support/maintenance.

*Project Closure**

The project closure process unfolds across three distinct phases. First, a Solution Acceptance Form is sent to the customer to confirm that all deliverables have been completed to satisfaction — once signed, this initiates the Hyper Adopt period, during which the customer begins actively using the solution with close support. As Hyper Adopt concludes, the team revisits the Project Charter and initiates a Go Live Readiness review to ensure the customer is fully prepared for the transition. Finally, in a closing meeting with the Customer Success Manager, the customer provides a final signature on the Project Charter, formally confirming they are ready to go live and that they understand who their ongoing point of contact will be moving forward.

- *Note: The section above titled "Project Closure" has been added to this statement of work to further detail the process of project closure. The steps above are duplicative to those mentioned previously in the statement of work and are not to be interpreted as additional or repetitive deliverables.

Exhibit 2: Technical Requirements

Procurement Technical Requirements

Logo
- .png or .jpg file
- At least 300KB but not larger than 500KB

Vendor List
- Single Flat file
- .csv or .xlsx format

Historical/Active Contracts
- Single Flat file based on mapping document provided by OpenGov
- .csv or .xlsx format

Sample Documents or Boilerplate Templates
- PDF or Word format, including all related attachments and documents.

Templates
- All templates are assumed to be samples unless specified as a boilerplate. A boilerplate template document that can be reused more than once without any substantive change.
- All templates assume up to 50 pages in length each unless otherwise specified in Exhibit 1. Page count includes all attachments, forms, notices, and other documentation
- All templates are assumed to be non-construction unless otherwise specified in Exhibit 1. A "Construction" template refers to templates inclusive of requirements, specifications, and conditions for construction projects: including any of the following examples but not limited to: regulations, codes, and standards, risk management, insurance management, dispute resolution mechanisms, phases, tasks, dependencies, materials, equipment, construction methods, liability and warranty periods.

Admin Documents
- PDF or Word format

Exhibit 3: Reports

Procurement & Contract Management Reports

Project Reports:

- Workloads & Cycle Time: Track procurement workload and cycle time to understand how work is distributed and how long requests take to move through the process.
- Vendor Engagement: Monitor vendor participation and response activity to measure engagement throughout the procurement process.
- Sourcing Time In Process: View how long sourcing items spend in each stage so you can identify bottlenecks and improve cycle times.
- Solicitation Responses Log: Review a historical log of supplier responses to closed solicitations for reporting and analysis.
- Bid Costs Saving: Analyze bid cost savings and cost avoidance based on awarded solicitation totals.
- Time in Step - Purchase Request: Measure how long purchase requests remain in each workflow step to improve process visibility and accountability.
- Action Items: Track project follow-up that needs attention, including unresolved vendor questions, unreleased addenda, projects still pending, and evaluation scorecards that have not been submitted.

Solicitation documents (Note: these are Word and PDF exports from a project, not Insights dashboards):

- Question & Answer Report: Compile vendor questions and the agency's responses for a solicitation so the Q&A record can be shared and retained.
- Addenda Report: List addenda issued on a solicitation, including which vendors acknowledged them, for the official project record.
- All Vendor Responses: Export every submitted vendor response for a solicitation once bids are unsealed, for review and records retention.
- Response Document: Generate a single vendor's submitted response as its own document.
- Interview Invitation: Create a notice inviting selected vendors to interview once evaluation has started.
- Non-Award Letter: Create a letter notifying vendors they were not selected for award.
- Notice of Intent to Award: Create a notice of the agency's intent to award to the selected vendors.
- Evaluation Notice Letter: Generate a customized evaluation notice for vendors being recommended or awarded.
- Evaluation Tabulation: Summarize evaluation scores and rankings across vendors so results can be reviewed and documented.
- Executive Summary: Pull the solicitation record together — questions, addenda, responses, evaluation, and status history — into one project summary.

- Reverse Auction Summary: Summarize reverse auction pricing by line item once the auction has ended.

Contract Reports:

- Action Items: Track contract-related follow-up items that require attention.
- Document Workload & Cycle Time: Monitor contract document volume and cycle time to better understand review and processing effort.
- Contract Values: Review contract values across active and historical contracts.
- Contract Spend: Analyze spending associated with contracts to support reporting and oversight.

Vendor Analytics:

- Vendor Activity Dashboard: View vendor-specific activity and engagement across the platform.
    - Sourcing Funnel: Track the progression of sourcing activity through the funnel to better understand conversion and drop-off.
    - Contracts: Review contract-related analytics and performance information.
    - Solicitation Email Log: Access a log of solicitation-related email communication for audit and follow-up purposes.

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EXHIBIT B
FEES

Initial Term (Term 1) 10/15/2026 – 10/14/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAOLB500750M-RR-3Y	OpenGov Enterprise Procurement and Contracts Bundle - Between $500-750 Million - 3Y	1.0	$114,707.54	$114,707.54
OPGV-HALGB500750M-NR-0Y	Custom Professional Services Deployment - Prepaid - Between $500-750 Million - 0Y	260.00	$215.18	$55,946.80
			Term 1 TOTAL:	$170,654.34

Term 2 10/15/2027 – 10/14/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAOLB500750M-RR-3Y	OpenGov Enterprise Procurement and Contracts Bundle - Between $500-750 Million - 3Y	1.0	$120,442.91	$120,442.91
			Term 2 TOTAL:	$120,442.91

Term 3 10/15/2028 – 10/14/2029

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAOLB500750M-RR-3Y	OpenGov Enterprise Procurement and Contracts Bundle - Between $500-750 Million - 3Y	1.0	$126,465.04	$126,465.04
			Term 3 TOTAL:	$126,465.04

Term 4 10/15/2029 – 10/14/2030

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAOLB500750M-RR-3Y	OpenGov Enterprise Procurement and Contracts Bundle - Between $500-750 Million - 3Y	1.0	$132,788.32	$132,788.32
			Term 4 TOTAL:	$132,788.32

Term 5 10/15/2030 – 10/14/2031

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAOLB500750M-RR-3Y	OpenGov Enterprise Procurement and Contracts Bundle - Between $500-750 Million - 3Y	1.0	$139,427.74	$139,427.74
			Term 5 TOTAL:	$139,427.74

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EXHIBIT C
PAYMENT SCHEDULE

The Contractor must submit ***annual*** invoices to the City, accompanied by an explanation of charges, fees, services, and expenses as applicable to the onsite visits. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

Thereafter, the Contractor must submit annual invoices by the start of each consecutive annual period. Payment of invoices shall be annually in advance. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

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EXHIBIT D
INSURANCE REQUIREMENTS

I. The Contractor agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

A. Commercial General Liability
B. Business Automobile Liability
C. Workers' Compensation
D. Professional Liability

II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
C. "Claims made" policies are not accepted, except for Professional Liability insurance.
D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
    1. The insurance company is licensed and authorized to do business in the State of Texas
    2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
    3. All endorsements and coverages are included according to the requirements of this Agreement
    4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

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F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. **Commercial General Liability** requirements:

A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.
C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

VI. **Business Automobile Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.
C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VII. **Workers' Compensation Insurance** requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all* employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the

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subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.

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

1. Employer's Liability limits of $1,000,000 for each accident is required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the 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.

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EXHIBIT E
CERTIFICATES OF INSURANCE

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Initial Annual Agreement for Workday Support Services with Guidehouse, Inc., a Delaware corporation (Consultant)

SUGGESTED ACTION:
Consideration and possible action to approve an agreement with Guidehouse, Inc. to provide Workday support services for an annual amount not to exceed $125,000.00 and to authorize the City Manager to execute renewals of the agreement for up to four additional one-year terms under the same terms and conditions for a total not to exceed of $625,000.00 -- Sarah Moody, Assistant Chief Financial Officer

ITEM SUMMARY:
Approval of an annual consulting agreement with Guidehouse, Inc. to provide Workday support services to the City of Georgetown including production support and incident management for daily operations, optimization support for existing configurations and activities designed to establish a Workday Governance Support Model to promote overall self-sufficiency and sustainability of the City Workday program and solution.

Workday is the City's financial, payroll and human resources enterprise resource planning (ERP) system and serves as the financial system of record. This consultant agreement only covers support services for financial and payroll modules as Human Resources has a separate consulting agreement for support services for their specific modules.

FINANCIAL IMPACT:
No increase to the budget for FY2027

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
Consultant Agreement_Guidehouse Final_Georgetown_GH-executed.pdf.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 Guidehouse Inc, a Delaware corporation ("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 annual compensation paid by the City to the Consultant, including expenses, under this Agreement shall not exceed one-hundred twenty-five dollars and no cents ($125,000). Payments will be made in accordance with the fees and payment schedule in **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 twelve (12) months, with the option to renew for four (4) additional one (1) year terms on the same terms and conditions. Any renewal must be in writing and executed by the parties.

6. **Standard of Care and Performance.** Consultant, its employees, associates, and/or subconsultants shall perform all the services described in the Scope of Services in a professional manner in accordance with recognized professional consulting standards for similar services and personnel shall be fully qualified and competent to perform those services assigned. 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. Consultant cannot guarantee or assure the achievement of any particular City request, nor can the Consultant guarantee or assure any particular outcome for the City or any other person as a result of the Agreement or the performance of the services contemplated hereunder.

7. **Warranty**. If during the performance of the Services, or within one (1) year following completion of the Agreement, such Services prove to be faulty or defective by reason of failure

to meet such standard of care and performance standards, Consultant agrees that upon prompt written notification from the City prior to the expiration of the one-year period following the completion of the Agreement of and such fault or defect, such faulty portion of the services will be redone at no cost to the City up to the maximum amount equivalent to the cost of services rendered under the Agreement. The foregoing will constitute Consultant's sole warranty with respect to the accuracy and completeness of the Services and the activities involved in its preparation, and is made in lieu of all other warranties and representations, express or implied warranties of merchantability or fitness for a particular purpose.

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

9. 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 subconsultants. The policies, limits and endorsements required are set forth in **Exhibit D**. Consultants insurance certificate satisfying the City insurance requirements is attached as **Exhibit E**

10. **LIMITATION ON LIABILITY. WITH THE EXCEPTION OF THE CONSULTANT'S INDEMNIFICATION OBLIGATIONS IN SECTION 11, THE TOTAL LIABILITY OF EITHER PARTY, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, SUBCONSULTANTS, AGENTS, AND REPRESENTATIVES FOR ALL CLAIMS OF ANY KIND ARISING OUT OF THE AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL FEES PAID TO CONSULTANT WITHIN THE PAST TWELVE (12) MONTHS. NEITHER PARTY SHALL IN ANY EVENT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF CITY OR CONSULTANT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

11. **INDEMNITY. THE CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL THIRD-PARTY SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, VERIFIABLE EXPENSES, REASONABLE 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 GROSS 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.**

12. **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.

13. **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.

14. **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. Consultant shall retain sole and exclusive ownership of all rights, title, and interest in its work papers, proprietary information, processes, methodologies, know-how, and software, including such information as existed prior to the delivery of the Services and, to the extent such information is of general application, anything that it may discover, create, or develop during provision of the Services (collectively, the "Consultant Property"). To the extent Consultant Deliverables contain any Consultant Property, the City shall be granted a perpetual, worldwide, irrevocable, non-exclusive, non-assignable, royalty-free license to use such Consultant Property solely in connection with the City's use of Workday. This license shall survive any expiration or termination of this Agreement.

15. **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.

16. **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.

17. **Termination for Cause.** In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party. 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.

18. **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.

19. **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:

Guidehouse Inc.
ATTN: Erin Hutchins, Partner
111 Congress Ave., Ste 2500
Austin, TX 78701
ehutchins@guidehouse.com
CC: slgcontracts@guidehouse.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

20. **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.

21. **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.

22. **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.

23. **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.

24. **Right to Audit**. The Consultant agrees that the representatives of the City shall have, upon thirty (30) days' written notice, 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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **Consultant Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2276, 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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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

CITY OF GEORGETOWN	**CONSULTANT**
By: _____	By: _____
Name: Josh Schroeder, Mayor	Name, Title: Erin Hutchins, Partner
Date: _____	Date: 10/5/2026

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

Exhibit A
Scope of Services
NO. 2026-1

1. **Scope of Services.**

This Statement of Work defines the support services Guidehouse will provide to the City of Georgetown ("City") with regards to their Workday Implementation and Post-Implementation functionalities, including production support and incident management for daily operations, optimization support for existing configurations and activities designed to establish a Workday Governance Support Model to promote overall self-sufficiency and sustainability of the City Workday program and solution.

The City's Existing SKU's and Functionality

SKU	Service	Annual Subscription Rights	FSE Count
USP	Payroll for United States	US based Employees Only	971
FIN	Core Financials	Full Enterprise (excl. Former Workers with Access)	971
GM	Grants Management	Full Enterprise (excl. Former Workers with Access)	971
PLN	Planning	Full Enterprise (excl. Former Workers with Access)	971
PRJT	Projects	Full Enterprise (excl. Former Workers with Access)	971
TT	Time Tracking	Full Enterprise (excl. Former Workers with Access)	971
EXP	Expenses	Full Enterprise (excl. Former Workers with Access)	971
PRO	Procurement	Full Enterprise (excl. Former Workers with Access)	971
INV	Inventory	Full Enterprise (excl. Former Workers with Access)	971
WSP	Workday Success Plan	Full Enterprise (excl. Former Workers with Access)	971

1.1 Services to be provided by Guidehouse:

Guidehouse will provide the following activities in support of Workday to Client**:**

- **Workday Production Support**
  - Guidehouse will serve as an escalation point for any production incidents that may arise. City resources are the first line of support to handle all requests and tasks, while Guidehouse consultants will dedicate time to help troubleshoot, offer processing advice, and resolve issues if the City resources require assistance.
  - Guidehouse will assist the City in the prioritization and escalation (when necessary) of incidents.
  - Guidehouse will provide knowledge transfer associated with the troubleshooting and resolution of production incidents to the appropriate City support team member(s) as needed.

- **Workday Sustainability & Optimization**
    - Configuration & Solutions
        - Guidehouse understands that the City may be experiencing some challenges with existing Workday processes and configurations. Guidehouse will provide subject matter expertise on Workday functional and technical areas, and best practices to optimize existing configurations to meet the City's needs in the following areas:
            - Business Processes & Configurations
            - Security
            - Integrations (Core Connectors, Studio, EIBs)
            - Reporting
        - Guidehouse will advise, recommend and, if requested, build solutions once business requirements are fully understood.
        - Recommendations and solutions will be reviewed with and approved by the City.
        - Solutions will be tested and moved to production by the City, with assistance from Guidehouse, while adhering to change control procedures.
        - Guidehouse will work with the City to manage requests, deliverables and their status.
        - Guidehouse will provide knowledge transfer associated with each solution provided.
    - Workday Governance & Support Model
        - Guidehouse will assist the City in establishing an overall Workday Governance & Support Team Model inclusive of operational, tactical, and strategic levels of governance designed to manage the City's Workday program
            - Operational
                - Change control procedures designed to manage the intake, prioritization, decision making, requirements gathering, impact analysis, building, testing and deployment of new initiatives, solutions and feature functionality provided as part of the Workday Bi-Annual release support the City's strategic objectives. This can include assistance in preparing and deploying Workday homepage announcements for all Workday platforms.
                - Well defined support team roles & responsibilities and recommended training
            - Tactical
                - Development and maintenance of a rolling adoption roadmap with oversight by a Change Control Committee responsible for resource planning, provides direction to the operations team, escalate issues when necessary, stakeholder engagement and user adoption and ensures timely decision making
            - Strategic
                - Promotes organizational commitment to the Workday program, aligns program initiatives with the strategic objectives of the organization, removes obstacles, measures performance and program value, and provides the resources necessary to sustain the Workday Program

1.2 Additional Provisions Applicable to Services:
Guidehouse will provide a single point of contact for level of effort estimation, resource assignment, status reports, and budgetary analysis.

This engagement will use CAMPSite, Guidehouse's customer portal built and designed by Guidehouse, to promote and facilitate collaboration, project management, and issue tracking. CAMPSite is a JIRA and Confluence software-based integrated platform.

1.3 Service Level Agreement Support Structure

Guidehouse will provide service levels in accordance with the Service Level Agreement Support Structure below:

Table 1. Service Level Agreement Support Structure

Priority Level	Description	Response Time
Priority 1: Critical	For such issues, the City will first submit a ticket to Workday Support, which is available 24/7, 365 days a year. After logging the ticket with Workday, the City should notify their Guidehouse Point of Contact and/or designated alternate by phone. **Workday covers outages, service interruptions, or issues originating from the Workday platform.*	2 Business Hours
Priority 2: High	Major functionality unavailable impacting multiple users.	1 Business Day
Priority 3: Medium	Functionality degraded with workaround available	2-4 Business Days
Priority 4: Low	Minor Issues, defects, informational requests	5 Business Days

1.4 City's Responsibilities:

The below outlines responsibilities of the City during performance of this work:

- Provide primary point of contact
- Provide solution requirements and prioritization
- Provide written acceptance of deliverables
- Provide access to Workday implementation tenants
- Provide timely access to project resources

2. Project Deliverables.

ID	Name	Description	Format
DEL-001	Workday Solutions	Documentation relevant to recommended and/or deployed solutions to be stored in CampSite, catalogued by issue/initiative, accessible by the City for extraction	Microsoft Word, PDF, and supporting documentation
DEL-002	Optimization Roadmap	Develop and maintain a Workday Optimization Roadmap identifying initiatives, priorities, and recommended activities. The roadmap will be reviewed and updated during quarterly review sessions.	Microsoft Word, Excel, PowerPoint, and supporting documentation
DEL-003	Budget Summary	Provide a weekly summary of project budget utilization, including hours consumed, remaining budget, and any identified risks or variances.	Email and supporting reports
DEL-004	Quarterly Meeting & Status Report	Conduct quarterly review meetings and provide a status report summarizing completed activities, open initiatives, risks, recommendations, and upcoming priorities.	Microsoft Word, PowerPoint, and supporting documentation

DEL-005	Bi-Annual Release Planning	Facilitate bi-annual Workday release planning sessions, including release review workshops, impact discussions, testing recommendations, and deployment planning activities.	Microsoft Word, Excel, PowerPoint, and supporting documentation
DEL-006	Release Impact Report	Prepare a release impact assessment report for each Workday bi-annual release, including identified impacts, recommendations, testing considerations, and required actions.	Microsoft Word, Excel, and supporting documentation

3. **Fees and Expenses.**

A. Fees

The Guidehouse personnel assigned to provide Services and Deliverables under this Amendment are as follows:

Staff	Rate
Delivery Director	$310.00/hour
Associate Director	$255.00/hour
Managing Consultant	$235.00/hour
Point of Contact	$225.00/hour
Senior Consultant	$200.00/hour
Consultant	$180.00/hour

B. Expenses

Professional Fees and Expenses: NTE $125,000.00

Estimated Hours	Payment	Estimated Total
583	Time and Materials	**$125,000.00**

Travel and Related Expenses:
In addition to the fees set forth in this SOW, Client shall reimburse Guidehouse for all reasonable and necessary travel, lodging, meals, transportation, and other out-of-pocket expenses incurred in performing the Services, provided that such expenses have been approved by Client in advance. Reimbursable expenses shall be billed at actual cost and included on Guidehouse's invoice for the applicable billing period.

4. **Term and Schedule.**

The term of this SOW shall begin on the SOW Effective Date and end on October 31, 2027 (the "***Term***").

The timing of the Services is as follows:

Estimated Project Start Date:	10/19/2026
Estimated Project Completion Date:	10/31/2027

5. **Contact Information.**

The following shall be the business contact information for this SOW:

Client Business Contact for SOW	**Guidehouse Business Contact for SOW**
Veronica M. Ferriz	**Brian Veltman**
Senior Buyer	**Account Executive, Workday**
512.930.3678	**303-912-9022**
veronica.ferriz@georgetowntexas.gov	**brian.veltman@guidehouse.com**

Exhibit B
Supplemental Provisions

1. **Consulting Services Disclaimer:** Consultant will not audit any financial statements nor perform any attest procedures in the course of performing the Services under the Agreement. Consultant's services are not designed, nor should they be relied upon, to disclose internal weaknesses in internal controls, financial statement errors, irregularities, illegal acts, or disclosure deficiencies. Consultant is not a professional accounting firm and does not practice accounting. Consultant's Services will not include legal, engineering, nor architectural advice or services.

Exhibit C
Payment Terms

1. Compensation is based on ***actual*** hours of work/time devoted to providing the described services. The Consultant will be paid the rates per service or employee shown below. The City will reimburse the Consultant for ***actual,*** non-salary expenses at the rates set forth below.

Position Title	Hourly Rate
Director	$310
Associate Director	$255
Consulting Manager	$235
Point of Contact	$225
Senior Consultant	$200
Consultant	$180

2. 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 in accordance with the Texas Prompt Payment Act.

3. Travel and other reimbursable fees. Any other travel or other reimbursable fees must be approved by the City in writing prior to the costs incurred.

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 E, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
C. "Claims made" policies are not accepted, except for Professional Liability insurance.
D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
    1. The insurance company is licensed and authorized to do business in the State of Texas
    2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
    3. All endorsements and coverages are included according to the requirements of this Agreement
    4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

IV. **Commercial General Liability** requirements:

A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.
C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

V. **Business Automobile Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage and $2,000,000 in the aggregate.
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 leased or rented autos, non-owned autos, any autos and hired autos.

VI. **Workers' Compensation Insurance** requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the 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.

VII. **Professional Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City upon written request.
C. For "claims made" policies, the availability of a 12-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
October 13, 2026

SUBJECT:
Appropriation for Electric Material and Warehouse Services with Texas Electric Cooperatives, Inc.

SUGGESTED ACTION:
Consideration and possible action to appropriate an annual amount of $25,000,000.00 with Texas Electric Cooperatives, Inc pursuant to Contract 22-0066-MSA for electrical material and warehouse services -- Richard Pajestka, Electric Engineering and Operations Manager

ITEM SUMMARY:
Staff requests Council approval of an annual appropriation of $25,000,000.00 with Texas Electric Cooperatives, Inc. (TEC) under Contract 22-0066-MSA for electrical material and warehouse services.

Under the Alliance program, TEC procures, warehouses, and manages materials on the City's behalf, including:

- Standard stock and truck stock materials
- Emergency and critical materials
- Refurbished materials
- Utility poles

TEC provides all labor, equipment, and services for staging, issuing, and handling these materials. This covers normal operations and emergency response, including after-hours and storm-restoration support, so crews have timely access to materials when outages occur.

This request increases the annual appropriation by $5,000,000.00 over the amount approved in November 2025. The increase reflects growth in Large and Very Large Load commercial and industrial customers, the Capital Improvement Plan (CIP) work needed to serve them, and rising material costs.

FINANCIAL IMPACT:
Funds are included in the FY27 Electric CIP Budget.

SUBMITTED BY:
Pam Cofer, Electric Department

ATTACHMENTS:
22-0066-MSA Texas Electric Cooperative 04.26.2022-Executed (8).pdf

CONTRACT ROUTING FORM

Contract No. 22-0066-MSA Project No. _____ Bid No. _____ RFP No. 202165

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

NAME OF CONTRACTOR: Texas Electric Cooperatives

CONTRACT DESCRIPTION: 3rd Party Warehousing Services - Master Service Agreement

CONTRACT VALUE: $0

GL ACCOUNT NO:

GRANT FUNDED: ■ NO ☐ YES If YES, Grant No.

SIGNATURES RECOMMENDING APPROVAL

Edward O'Neal — 04/15/2022
_ PURCHASING/CONTRACT COORDINATOR — DATE

Skye Masson — 4/26/22
LEGAL DEPARTMENT — DATE

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

APPROVED and EXECUTED

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

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

Robyn Densmore — 04/26/2022
MAYOR/CITY SECRETARY ATTESTS (if applicable) — DATE

FINAL PROCESSING

_____ — 4/27/2022
PURCHASING — DATE

for Purchasing Use Only	*For City Secretary Use Only*
Insurance Certificates: Yes	Originals sent to CSO:
Performance Bond: N/A	Scanned into Laserfiche/Global:
Payment Bond: N/A	Council Date: 04/26/2022 Item No.: N
Form 1295: Yes	

ALLIANCE AGREEMENT

This Alliance Agreement (the "Agreement") is made and entered into effective as of April 27, 2022 (the "Effective Date"), by and between Texas Electric Cooperatives, Inc., a Texas electric cooperative corporation ("TEC") and City of Georgetown, and together with TEC, sometimes referred to herein as (the "Parties" and each, as a "Party").

RECITALS

A. TEC is engaged in the wholesale electric utility supply business; and

B. City of Georgetown is engaged in the business of providing retail electric service to its customers; and

C. TEC desires to provide certain products to City of Georgetown that are required for use by City of Georgetown in the operation of its business, and City of Georgetown desires to purchase such products from TEC; and

D. The Parties desire to enter into an exclusive sole source purchasing arrangement with respect to those products ("Sole Source Purchasing"), with certain exceptions as expressly provided herein.

AGREEMENT

In consideration of the mutual benefits to be derived from this Agreement, and of the representations, warranties, covenants and agreements hereinafter contained, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

a. For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given in this Section 1, unless more specifically defined within a specific article or paragraph of this Agreement. All other defined terms not listed in Section 1

shall have the meaning given in the specific paragraph in which they are defined. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

b. Critical Material: Critical equipment used by City of Georgetown, including but not limited to, switchgear, three-phase pad-mount transformers, air-break switches, reclosers, and high-cost (as determined by City of Georgetown) distribution and substation feeder breakers with long lead times.

c. Emergency/Outage Material: This material includes, but is not limited to, pole-mounted and pad-mounted transformers that are typically used by City of Georgetown for replacement due to a customer outage. This material is Stock Inventory for pricing and Time of Sale purposes.

d. Long Lead Times: Lead times that extend past 13 weeks or 90 calendar days.

e. Non-Stock Material: Material that is not stocked at any TEC warehouse location and must be specially ordered directly from a manufacturer to service City of Georgetown.

f. Repaired Material: COG-owned and used equipment, such as switchgear, transformers, air-break switches, reclosers, distribution breakers, and meters, that has been repaired by TEC's partners for re-issue by TEC for COG's use.

g. Stock Inventory: Material stocked by TEC in any of TEC's warehouse locations that is available for COG's use.

h. Time of Sale: Time of Sale for Stock Inventory is the time when City of Georgetown physically takes possession of the Stock Inventory by picking it up from the

warehouse or receiving it at a delivery point. Time of Sale for Non-Stock Material occurs when the Non-Stock Material is delivered by a manufacturer to the City of Georgetown's possession.

i. Truck Stock: This material includes certain types of commonly used minor material that is stored at City of Georgetown locations and available to crews once it is in the truck stock bins. In most cases, this material is common, low-priced material that is stored on a crew truck. This material is Stock Inventory for pricing and Time of Sale purposes.

j. Unused Material: Material that was issued by TEC but unused by City of Georgetown and fit to be returned for a full refund.

2. AGREEMENT TO PROVIDE AND PURCHASE PRODUCTS.

a. This Agreement shall be performed in accordance with the Scope of Work and Implementation Plan ("Scope of Work"), attached hereto as Exhibit 1 and incorporated fully herein. The Scope of Work outlines the details for accomplishing the purposes and obligations set forth in this Agreement.

b. Products. Subject to Section 2.b.iii, during the Term of this Agreement, as defined herein below, TEC agrees to sell to City of Georgetown, and City of Georgetown agrees to purchase exclusively from TEC all material and supplies required by City of Georgetown for the construction and maintenance of City of Georgetown's transmission and distribution assets, including but not limited to Stock Inventory, Emergency/Outage Material, Critical Material, and Truck Stock.

i. Stock Inventory from any TEC warehouse location will be picked up by City of Georgetown at TEC's Georgetown warehouse location or delivered to City of Georgetown locations or job sites, as City of Georgetown directs.

ii. City of Georgetown requires Critical Material at short notice to respond to customer outages and/or emergencies. TEC shall ensure the availability of at least one of each piece of Critical Material at their Georgetown facility that must be ready for immediate pick up or delivery.

iii. Notwithstanding any provision herein to the contrary, at any time that TEC agrees that it is unable to timely make available and provide City of Georgetown any item of Stock Inventory or Non-Stock Material in accordance with the terms of this Agreement, City of Georgetown, in addition to other available remedies for such breach, shall have the right to purchase such items from entities other than TEC. Additionally, City of Georgetown agrees to purchase exclusively from TEC Non-Stock Material that may be used by City of Georgetown for special projects or are special order type items that are not stocked at any TEC warehouse location, provided that TEC to use Best Efforts in accordance with Section 2.f. of this Agreement to the best price and lead times available. Non-Stock Material must be delivered directly to a City of Georgetown-owned facility or a specified destination by the City of Georgetown without being owned or possessed by TEC or intermingled with TEC's existing fleet of materials. As used herein the term "timely" shall mean compliance by TEC with the time requirements for provision as agreed by TEC and City of Georgetown from time to time; it being agreed and understood that in the case of Stock Inventory, the expectation of the Parties is that "timely" shall mean within two (2) working days after City of Georgetown has provided to TEC the corresponding "pick-up" lists.

c. Material, Equipment and Labor. TEC shall provide all material, equipment and labor necessary to perform all services required under this Agreement. All material and equipment utilized must be in good and safe working condition and suitable for the services. TEC shall employ all personnel for services in accordance with the requirements of applicable local,

state, and federal law. The goods or equipment specified shall be warranted against defects in material or workmanship in accordance with the standard manufacturer's warranty. TEC shall furnish a copy of the manufacturer's warranty at the time of delivery if requested by the City for that specific order.

d. Pricing.

i. The following pricing model will be followed for TEC to procure all materials and manage the warehouse services for the duration of the Agreement, including any Renewal Terms.

ii. Pricing for each Stock Inventory product shall be based on Nineteen percent (19%) margin in the sale price to City of Georgetown based on TEC's weighted average file cost at Time of Sale for Stock Inventory. Although material prices may change, the nineteen percent (19%) margin will not change throughout the duration of the Agreement. City of Georgetown's most recent cost for Stock Inventory products, as of the Effective Date, are reflected in Appendix B, attached hereto, and made a part hereof for all purposes, and can be used as a basis for City of Georgetown job costing. However, the actual sale price will be determined using the weighted average file cost for the specific items at Time of Sale.

Weighted average file cost is calculated by dividing Total Cost of inventory by the Total Quantity of inventory after Each inventory transaction: Receipt, Sale, Return.

Receipts: Total Cost is calculated as: (Previous Quantity On-Hand x Previous Average Unit Cost) + (New Receipt Quantity x New Receipt Unit Cost)

Total Quantity is calculated as: (Previous Quantity On-Hand + New Receipt Quantity)

Sale: Total Cost is calculated as: (Previous Quantity On-Hand x Previous Average Unit Cost) - (Sale Quantity x Previous Average Unit Cost)

Total Quantity is calculated as: (Previous Quantity - Quantity Sold)

iii. Pricing for Non-Stock Material purchased by City of Georgetown shall be based on Twelve percent (12%) margin in the sale price to City of Georgetown based on the cost of such material to TEC.

iv. Pricing for each Non-Stock Substation & Transmission Inventory product shall be based on Ten percent (10%) margin in the sale price to City of Georgetown based on TEC's weighted average file cost at Time of Sale for Stock Inventory.

v. Cost associated with lifecycle services, including repairs and refurbishment, will be a direct pass-through cost to City of Georgetown with no additional costs from TEC.

vi. Recycling programs are included in the standard pricing.

vii. TEC will provide City of Georgetown with weekly updates of sale price estimates and estimated lead times for each product category held in Stock Inventory each week during the term of this Agreement. Final sale prices shall be calculated at time of shipment of products. Upon request, TEC will promptly provide City of Georgetown with reasonable documentation to verify and support the calculation of prices charged to City of Georgetown under this Agreement, and City of Georgetown shall have the right to audit such calculations and related information at its own expense. On an annual basis, TEC will provide detailed competitive analysis of their pricing. The competitive analysis methodology shall be mutually agreed upon.

e. Right to Audit. The City of Georgetown shall have the right to audit, examine, or reproduce, any and all TEC records related to the performance of this Agreement,

including but not limited to TEC's vendor invoices and the pricing calculation for Stock Inventory and Non-Stock Material. TEC shall retain all such records for four (4) years after final payment under this Agreement or until all audit and litigation matters that the City of Georgetown has brought to TEC's attention have been resolved, whichever is longer.

f. Best Efforts. TEC agrees to use commercially reasonable industry standards to acquire and make available Stock Inventory products to City of Georgetown at the lowest reasonable cost. TEC agrees to regularly consult with City of Georgetown regarding Stock Inventory and Non-Stock Materials cost trends and forecasts, and regarding any Stock Inventory product and Non-Stock Materials alternatives that may be available at lower cost.

g. City of Georgetown Contractors.

i. To the extent permitted by law, and if the City of Georgetown is permitted to do so under its existing contractual arrangements, during the Term of this Agreement, City of Georgetown shall require any outside electric utility and broadband contractors for the City of Georgetown to purchase material used on behalf of City of Georgetown from TEC, which sale and purchase shall be upon the same terms and conditions as those available to City of Georgetown by the terms of this Agreement. Notwithstanding the foregoing, it is agreed and understood that City of Georgetown shall have no responsibility or liability to TEC hereunder or otherwise for the failure of any of its contractors to make such purchases from TEC.

ii. Any outside contractors working for the City of Georgetown will be authorized, subject to City of Georgetown's permission, to pick-up materials, drop off materials, and receive deliveries from TEC at job sites. Such contractors shall be entitled to use the materials for City work to the same extent that City of Georgetown can under this Agreement.

h. Compliance with All Safety and Environmental Requirements. If services are to be performed principally on the City of Georgetown's premises or on public rights-of-way, TEC, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated with the City of Georgetown and the Occupational Safety and Health Administration (OSHA).

i. Codes, Permits, Licenses. TEC shall comply with all federal, state and local standards, codes and ordinances, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. TEC shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City of Georgetown.

j. Workforce. If services are to be performed principally on City of Georgetown's premises or on public rights-of-way:

i. TEC shall employ only orderly and competent workers, skilled in the performance of the services they will perform.

ii. TEC, its employees, subcontractors and subcontractors' employees, while engaged in participating in a solicitation or while in the course and scope of delivering services under the Agreement, may not use or possess alcoholic or other intoxicating beverages, illegal drugs, or controlled substances, nor may such workers be intoxicated or under the influence of alcohol or drugs while on the job.

iii. If the City of Georgetown or its representative notifies TEC that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety

regulations, has possessed or was under the influence of alcohol or drugs on the job, TEC shall immediately remove such worker and may not employ such worker again without the City of Georgetown's prior consent.

3. TERM OF THIS AGREEMENT.

The term of this Agreement ("Term") shall begin on the Effective Date and terminate five (5) years thereafter (the "Initial Term"), unless earlier terminated as herein provided. Thereafter, this Agreement may be renewed for one (1) additional term of three (3) years (a "Renewal Term") for a total of up to eight (8) years, unless either Party provides written notice to the other at least one-hundred and eighty (180) days prior to the last day of the Initial Term or a Renewal Term, as applicable, of its election not to renew this Agreement, or as otherwise terminated as herein provided. Any Renewal Term will be under the same terms and conditions as the Initial Term of the Agreement.

4. ADDITIONAL AGREEMENTS AND COVENANTS.

a. Stock Inventory. City of Georgetown will use reasonable efforts to provide TEC with Stock Inventory product "purchase lists" as soon as they are available but at least two (2) working days in advance of its need for such products for routine line extensions and pole replacements. City of Georgetown will provide TEC with a copy of City of Georgetown's most recent Capital Improvement Program ("CIP"), with work projects identified and prioritized by year. City of Georgetown agrees to make reasonable effort to notify TEC at least three (3) months in advance of the commencement of construction, or as soon thereafter as possible, for any site-specific CIP project. City of Georgetown will also provide TEC with staking sheets and material lists after each project has been staked. TEC and City of Georgetown agree to review City of Georgetown's CIP projects periodically to determine Stock Inventory

product requirements.

b. Two-Phase Implementation and Purchase of Existing Inventory. TEC and City of Georgetown will employ a multi-phase approach to implement the warehouse outsourcing. Subject to the specific details provided in any Scope of Work, Phase 1 and Phase 2 consist of the following:

i. Phase 1: On the Effective Date, City of Georgetown will begin placing material orders for construction jobs with TEC and the parties will collaboratively develop a list of tasks required to accomplish such jobs. Also, on the Effective Date, City of Georgetown will provide a preliminary list of its owned inventory, described in greater detail in Appendix A ("City of Georgetown Inventory"), as of the Effective Date. TEC shall purchase all the City of Georgetown Inventory as described in Phase 2 below. Appendix A shall set forth the agreed-upon price per unit for each piece of inventory, and such price shall not change after the quantities of the City of Georgetown Inventory has been finalized.

ii. Phase 2: No later than forty-five (45) days from the Effective Date, the parties will have finalized the inventory counts of City of Georgetown's Inventory, and TEC will complete the purchase of all of City of Georgetown's Inventory by such time. City of Georgetown will issue the invoice for the sale of the City of Georgetown Inventory no later than July 1, 2022, and TEC's payment will be due within sixty (60) days. City of Georgetown warrants that at the time of such sale and purchase, City of Georgetown will have good and marketable title to the City of Georgetown Inventory, free and clear of all liens, claims, security interests, and encumbrances whatsoever, or have permission of any third party having a lien, claim, security or other encumbrance thereon, and that it has, or will have, the complete and unrestricted power to sell, assign, transfer and convey the City of Georgetown Inventory in accordance with this

paragraph. If the City of Georgetown requests TEC to purchase specific new Stock Items that neither City of Georgetown nor any other TEC customer use in the twelve (12) months following TEC's date of purchase, TEC will identify such items and propose a buy-back from TEC. The City of Georgetown shall have the option to use the item in the next six (6) months, and if it does not use such item and no other TEC customer uses such item, City of Georgetown must buy the item back from TEC at the margin authorized under this Agreement. City of Georgetown makes no other warranties, express or implied, with respect to such products, including warranties of merchantability or fitness for particular purposes, and TEC accepts such products "AS IS' and "WITH ALL FAULTS."

c. Retired Materials. City of Georgetown will own used material that has been removed from the field and been deemed suitable for use by City of Georgetown (the "Retired Material"); provided however, TEC will support City of Georgetown's ownership of these items by listing the items in TEC's inventory replenishment program (at no cost) and pulling orders starting with City of Georgetown Inventory. City of Georgetown will be responsible for the direct pass-through cost of repair and handling of all transformers, OCRs and regulators.

d. Management of Used Equipment for Repair. TEC will manage (i.e., inventory, track, load, ship and receive) Repaired Material that will be put back into service. Repaired Material will be staged in a separate area and will be issued before comparable new material is issued. There shall be no new cost associated with issuing the Repaired Material. City of Georgetown will pay for the repair as a pass-through cost and no additional costs from TEC, but only if TEC provides proof of repair costs with its invoice and COG has approved the repairs in advance, as described in detail in the Scope of Work.

e. Salvage and Scrap Disposal. TEC will be responsible for coordinating the

disposal or resale of all scrap material and hardware. City of Georgetown will be entitled to the full value of the credit for all disposals and/or sales.

f. Access to Material/Inventory. City of Georgetown agrees to follow the procedures outlined by TEC to record all activity associated with the sale and management of the Stock Inventory products stocked at the Stocking Site. Unaccounted for material that is missing from the designated location for Emergency/Outage Material and pole yard because City of Georgetown did not substantially follow the TEC Procedures will be reimbursed to TEC by City of Georgetown using the same pricing structure as material used. TEC will follow the procedures and protocols required by City of Georgetown for the staging, storing and issuance of material. TEC will provide requested information to support the receipt and issuance of the material at the Stocking Site and to support that the cause of it being missing is the failure of City of Georgetown to follow TEC's procedures. Except as set forth above, City of Georgetown is not liable for any Sole Source Material that is missing.

5. REPRESENTATIONS AND WARRANTIES.

a. TEC's Representations and Warranties. TEC represents and warrants as follows: TEC is an electric cooperative corporation duly organized, validly existing and in good standing under the laws of the State of Texas and has the corporate power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. TEC has the full legal right and power and all authority and approvals required to enter into, execute, and deliver this Agreement and to perform fully TEC's obligations hereunder. This Agreement has been duly executed and delivered and constitutes the valid and binding obligation of TEC, enforceable against TEC in accordance with its terms. The execution and delivery of the Agreement does not, and the consummation of the transactions contemplated hereby and the performance by TEC

of this Agreement in accordance with its terms and conditions shall not conflict with or result in the breach or violation of any of the terms or conditions of, or constitute (or with notice of lapse of time or both would not constitute) a default under (i) the Articles of Incorporation or Bylaws of TEC, (ii) any material instrument, contract or other agreement to which TEC is a party or by or to which it or any of its assets or properties are bound or subject; or (iii) any statute or any regulation, order, judgment or decree of any court or governmental or regulator body.

b. City of Georgetown's Representations and Warranties. City of Georgetown represents and warrants as follows: City of Georgetown is a duly organized home-rule municipality, validly existing and in good standing under the laws of the State of Texas and has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. City of Georgetown has the full legal right and power and all authority and approvals required to enter into, execute, and deliver this Agreement and to perform fully City of Georgetown's obligations hereunder. This Agreement has been duly executed and delivered and constitutes the valid and binding obligation of City of Georgetown, enforceable against City of Georgetown in accordance with its terms. The execution and delivery of the Agreement does not, and the consummation of the transactions contemplated hereby and the performance by City of Georgetown of this Agreement in accordance with its terms and conditions shall not conflict with or result in the breach or violation of any of the terms or conditions of, or constitute a default under (i) the Articles of Incorporation or Bylaws of City of Georgetown, (ii) any material instrument, contract or other agreement to which City of Georgetown is a party or by or to which it or any of its assets or properties are bound or subject, or (iii) any statute or any regulation, order, judgment or decree of any court or governmental or regulatory body.

c. Fraud. Fraudulent statements by TEC in this Agreement, on any proposal, or in any report or deliverable submitted under this Agreement shall be grounds for termination of the Agreement for cause by the City of Georgetown and may result in legal action.

6. INDEMNITIES; LIMITATION OF LIABILITY.

a. TEC's Indemnities. TEC SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF GEORGETOWN, ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND VOLUNTEERS (COLLECTIVELY, "CITY INDEMNITEES") FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, LOSSES, LIABILITIES, DAMAGES, SETTLEMENTS, JUDGMENTS, PENALTIES, FINES, SUITS, CAUSES OF ACTION AND COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) SUFFERED OR INCURRED BY ANY ONE OR MORE OF THEM TO THE EXTENT ARISING OUT OF OR ATTRIBUTABLE TO (i) ANY BREACH OF, OR DEFAULT OR NON-PERFORMANCE, BY TEC OF ANY REPRESENTATION, WARRANTY OR COVENANT OF THIS AGREEMENT OR (ii) ANY INJURY TO, OR DEATH OF, ANY PERSON OR PERSONS OR DAMAGE TO PROPERTY THAT RESULTS DIRECTLY FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF TEC, ITS EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS.

b. City of Georgetown's Indemnities. TO THE EXTENT PERMITTED BY APPLICABLE LAW INCLUDING THE TEXAS TORT CLAIMS ACT (CHAPTER 101, *TEXAS CIVIL PRACTICE & REMEDIES CODE*), CITY OF GEORGETOWN SHALL INDEMNIFY AND HOLD HARMLESS TEC, ITS RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY "TEC

INDEMNITEES") FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, LOSSES, LIABILITIES, DAMAGES, SETTLEMENTS, JUDGMENTS, PENALTIES, FINES, SUITS, CAUSES OF ACTION AND COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) SUFFERED OR INCURRED BY ANY ONE OR MORE OF THEM TO THE EXTENT ARISING OUT OF OR ATTRIBUTABLE TO (i) ANY BREACH OF, OR DEFAULT OR NON-PERFORMANCE, BY SEC OF ANY REPRESENTATION, WARRANTY OR COVENANT OF THIS AGREEMENT OR (ii) ANY INJURY TO, OR DEATH OF, ANY PERSON OR PERSONS OR DAMAGE TO PROPERTY THAT RESULTS DIRECTLY FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SEC, OR ITS EMPLOYEES AGENTS, CONTRACTORS OR SUBCONTRACTORS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE CITY OF GEORGETOWN SHALL NOT BE OBLIGATED TO FUND ANY POTENTIAL INDEMNITY OBLIGATION BY PRIOR APPROPRIATION OR ESTABLISHMENT OF A SINKING FUND.

c. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS), HOWEVER CAUSED AND BASED ON WHATEVER THEORY OF LIABILITY, WHETHER CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE TO THE EXTENT ARISING OUT OF OR ATTRIBUTABLE TO THIS AGREEMENT.

d. **RELEASE. TEC ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY OF GEORGETOWN, ITS OFFICERS,**

AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE WORK TO BE PERFORMED HEREUNDER BY CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS TO THE EXTENT SUCH LOSS, DAMAGE, OR INJURY RESULTS, IN WHOLE OR IN PART, FROM TEC'S ACTIONS. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE.

e. Liens. TEC shall defend, indemnify and hold the City of Georgetown harmless from and against any and all liens and encumbrances for all services provided by TEC under this Agreement. At the City of Georgetown's request, TEC or its subcontractors shall provide a proper release of all liens, or a bond around such liens, or other satisfactory evidence of freedom from liens to be delivered to the City of Georgetown.

7. DEFAULT.

a. Event of Default. It shall be an event of default under this Agreement (each, an "Event of Default") if a Party:

(1) fails to perform any covenant required to be performed by it hereunder;

(2) breaches any representation or warranty made by it hereunder that affects its ability to perform under this Agreement; or

(3) allows its assets to be levied on or attached by process of law, which levy or attachment is not released, vacated or fully bonded within thirty (30) days after its issue or levy; makes an assignment for the benefit of its creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for all or any material part of its property or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is otherwise appointed and the appointment continues undischarged or unstayed for thirty (30) days; becomes unable or admits in writing its inability or fails generally to pay its debts as they become due; or any proceeding under any Debtor Relief Law (as defined below) relating to any such Person or to all or any material part of its property is instituted without the consent of such Party and continues undismissed or unstayed for forty-five (45) days; or an order for relief is entered in any such proceeding. The term "Debtor Relief Law" means the Bankruptcy Code of the United States of America and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States of America or other applicable jurisdictions from time to time in effect.

b. Notice of Default. Upon the occurrence of an Event of Default described in subparagraphs 7.a.(1) and 7.a.(2) above, the non-defaulting party shall give the defaulting party notice in writing in accordance with Paragraph 11.b. below (i) stating that there has been an Event of Default and (ii) describing with reasonable detail the nature of the Event of Default. In the event that any such default is susceptible of being cured, the defaulting party shall have twenty (20) days after the date such notice is received, in accordance with Paragraph 11.b. below, to cure any alleged default before the other Party shall have the right to exercise its remedies in respect thereof, including, without limitation, termination in accordance with subparagraph 11.b. below.

c. Upon the occurrence of an Event of Default described in subparagraph 7.a.(3) above, then, this Agreement shall immediately, *ipso facto* and without any notice of any kind, terminate.

d. Claims. If a claim, demand, suit or other action is asserted against TEC that arises under or concerns this Agreement, or which could have a material adverse effect on TEC's ability to perform thereunder, TEC shall give written notice to the City of Georgetown within three (3) calendar days after receipt of notice by TEC. Such notice to the City of Georgetown shall state the date of notification of any such claim, demand, suit or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the City Attorney, P.O. Box 409, Georgetown, TX 78627.

8. STATE-REQUIRED PROVISIONS

a. Contractor Certification Regarding Boycotting Israel. Pursuant to Chapter 2271, Texas Government Code, TEC certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. TEC acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

b. Contractor Certification Regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

c. Contractor Certification Regarding Boycotting Energy Companies. Pursuant to Chapter 809, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does

not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

d. Contractor Certification Regarding Boycotting Firearm And Ammunition Industries. Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

e. City's Payment and Approval. All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City of Georgetown will pay TEC within thirty (30) days after of receipt of a correct payment application for services. TEC 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 of Georgetown in the event: (a) there is a bona fide dispute between the City of Georgetown and TEC 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 of Georgetown from making a timely payment with Federal funds; (c) there is a bona fide dispute between TEC and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the payment application is not mailed to the City of Georgetown in accordance with this Agreement.

f. Non-Appropriation. This Agreement is a commitment of City of Georgetown's electric revenues only. The City of Georgetown 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 of Georgetown may terminate for non-appropriation by giving TEC a written notice of termination at the end of its then current fiscal year.

g. Insurance. TEC 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 TEC, its agents, representatives, volunteers, employees or subcontractors. The polices, limits and endorsements required are set forth in Appendix F. TEC must submit its certificate of insurance complying with these requirements.

9. DISPUTE RESOLUTION

The Parties agree to resolve all disputes arising hereunder in accordance with the following:

a. Negotiated Resolution. If any dispute arises out of or relates to this Agreement, the party claiming the existence of such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute ("Dispute Notice") to the other Party, as provided in Paragraph 11.b. below. If any party delivers a Dispute Notice pursuant to this subparagraph, the Parties shall meet at least twice within the thirty (30) day period commencing with the date of the Dispute Notice and shall, in good faith, attempt to resolve such dispute through negotiation.

b. Mediation. If any dispute is not resolved or settled by the Parties as a result of negotiation pursuant to subparagraph (a) above, the Parties, in good faith, shall submit the

dispute to non-binding mediation before a retired judge of a federal district court in the Western District of Texas or of a state district court in Williamson County, Texas or other independent and qualified person in Texas, in all of the foregoing cases who is mutually acceptable to the Parties. The Parties shall bear the costs of such mediation equally.

c. Submission to Jurisdiction; Waiver of Jury Trial. If the dispute is not resolved by mediation pursuant to subparagraph (2) above, or if the Parties fail to agree upon a mediator, within ninety (90) days after the Dispute Notice, the dispute shall be settled in the state courts in Williamson County, Texas and, to the extent that federal courts have exclusive jurisdiction, in the U.S. District Court for the Western District of Texas – Austin Division. The parties consent to such venue and jurisdiction and agree to waive the personal service of any process upon them by agreeing that service may be effectuated by overnight mail (using a commercially recognized service) or by U.S. Mail with delivery receipt to the last address provided by each party hereto. A party that substantially prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorneys' fees and costs.

d. Confidentiality. Each party agrees to keep all disputes and mediation and arbitration proceedings strictly confidential, except for disclosures of information in the ordinary course of business of the Parties or by applicable law or regulation.

10. TERMINATION PROVISIONS.

a. Termination for Any Reason. Either Party may terminate this Agreement at any time for any reason, with or without cause, after the Initial Term, by providing six (6) months prior written notice to the other Party in accordance with the provisions of Paragraph 11.b. below. Upon the occurrence of an Event of Default described in Paragraph 7.a.(3), then, this Agreement shall ipso facto, and without any notice of any kind, terminate.

b. Termination in the Event of Default. Upon the occurrence of and Event of a Default not cured by a Party in accordance with Paragraph 7.b. above, or in the event such default is not capable of being cured), the non-defaulting party shall have the right to terminate this Agreement immediately upon written notice to the other party. Such right of termination shall be in addition to all other rights or remedies that may be available to the non-defaulting party.

11. MISCELLANEOUS PROVISIONS.

a. Headings. The headings of this Agreement are for convenience of reference only and shall not modify, define, or limit any of the terms or provisions hereof.

b. Notices. All notices and communications permitted or required pursuant to this Agreement shall be in writing and sent to the recipient party at the following address or electronic mail:

If to TEC:

Johnny Andrews
Chief Operating Officer
Texas Electric Cooperatives, Inc.
100 Cooperative Way
Georgetown, Texas 78626
Email: jandrews@texas-ec.org

If to City of Georgetown:

City of Georgetown
ATTN: City Manager, David Morgan
P.O. Box 409
Georgetown, Texas 78627
david.morgan@georgetown.org

With a copy to:

City of Georgetown
ATTN: City Attorney, Skye Masson

P.O. Box 409
Georgetown, Texas 78627
skye.masson@georgetown.org

Any notice shall be deemed to have been duly given, made and received only when personally delivered or delivered by Federal Express or other nationally recognized courier service, or ten (10) days after having been deposited in the United States mail, sent certified mail, postage prepaid, return receipt requested, to the above addresses, or such other address as may be indicated by either party to the other in a notice conforming with the provisions of this Paragraph 11. b.

c. Amendment. This Agreement may be amended only by written agreement of the Parties.

d. Assignment. Neither TEC nor City of Georgetown may assign any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party.

e. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

f. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

g. Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of Texas.

h. Survival. The provisions of Paragraph 5, 6, 10 and subparagraphs 8.c. and 8.d, and the warranty of title provision in subparagraph 3.d., shall survive expiration or earlier termination of this Agreement.

i. Attachments. All exhibits and appendices referenced in this Agreement are incorporated herein for all purposes.

j. Complete Agreement. This document embodies the complete agreement and understanding of the Parties and supersedes and preempts any prior understandings, agreements, or representations by or between the Parties, written or oral, relating to the subject matter hereof in any way.

k. 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.

l. Independent Contractor. The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. TEC's services shall be those of an independent contractor. This Agreement does not grant any rights or privileges established for employees of the City of Georgetown. TEC shall not be within protection or coverage of any insurance that the City, from time to time, may have in force. The City of Georgetown will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.

m. Confidentiality. TEC and City of Georgetown acknowledge that, in the course of performance of their obligations pursuant to this Agreement, they may obtain confidential and/or proprietary information regarding the other Party (including affiliates or customers of the other Party), and all such information delivered by one Party to the other that is clearly identified as "Confidential" upon the delivery thereof shall be treated as confidential and/or proprietary information (the "Confidential Information"). Each Party hereby agrees to disclose and use Confidential Information only for purposes related to this Agreement, including, without

limitation, to its board members, employees, agents, attorneys, accountants, and other consultants for such purposes and as required by the Texas Public Information Act or other legal process, and that it shall not otherwise disclose Confidential Information, or permit its agents or employees to disclose Confidential Information, without the prior written consent of the other Party, except as required by law. The foregoing shall not prevent either Party from disclosing any Confidential Information held by it if it (i) was already known by it, prior to the time it received the same from the other Party without an obligation of confidentiality to the other Party; (ii) is or becomes publicly known through no act of the disclosing Party; (iii) was received from a third party without obligation of confidentiality; (iv) was independently developed by the disclosing Party without use of the other party's confidential information; (v) is required to be disclosed pursuant to a requirement of a governmental agency or by law, regulation, court order and the like, including, without limitation, pursuant to a subpoena or public information request, so long as the disclosing Party provides the other Party with notice of such requirement prior to any such disclosure; (vi) is disclosed by a Party to its regulators or regulating body or (vii) disclosed by a Party to its rating agencies (or potential rating agencies) or its lenders or trustees (or potential lenders or trustees). A Party required to maintain the confidentiality of any Confidential Information as provided in the foregoing provisions of this subparagraph shall be considered to have complied with its obligation to do so if such Party has exercised the same degree of care to maintain the confidentiality thereof as it would accord to its own confidential information.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

THE CITY OF GEORGETOWN

Signature: _____
Name: Josh Schroeder
Title: Mayor
Date: April 26, 2022

TEXAS ELECTRIC COOPERATIVES, INC.

Signature: _____
Name: Johnny Andrews
Title: COO
Date: 04/14/2022

ATTEST:

Robyn Densmore

Robyn Densmore, City Secretary

Approved as to form:

Skye Masson

Skye Masson, City Attorney

EXHIBIT 1

SCOPE OF WORK AND IMPLEMENTATION PLAN*

A. GENERAL

1. TEC shall provide all equipment and materials needed by City of Georgetown (COG) for the COG's construction and maintenance activities during non-emergency and emergency situations and during regular business hours and after hours. TEC shall be responsible be for the staging, issuance and material handling. TEC is responsible for all the labor necessary to perform all services required under this Agreement. The following TEC team structure shall support the COG-TEC Full Alliance.

   The Account Manager would have the prime responsibility for the work performed in support of the COG alliance. Authority would flow up the organization chart, and final authority would be with TEC's COO.

   - Account Manager – Regularly meets with planning, engineering, and other key personnel to plan and discuss future projects. Provides new products and training for COG employees.
   - Customer Service Representative – Manages flow of orders from start to finish. Provides quotes when needed.
   - Full Alliance Supervisor – Provides operational process oversight (checks and balance) to make sure the operations team is meeting customer expectations and operating according to internal procedural controls.
   - Warehouse Manager – Oversees daily operations of the warehouse facilities and communicates with COG personnel regarding upcoming workload. Communicates with TEC Account Manager and replenishment group to make sure the customer's expectations are being met.
   - Warehouseman – Perform day-to-day warehouse operations, including receiving material, storing and staging material, issuing material, clean-up of warehouse and yard space, etc.
   - In addition to the above, TEC will have certified project managers on staff to assist in this project as needed.

* All capitalized terms not defined herein shall have the meaning given to them in the Alliance Agreement between the parties.

2. The following COG team structure shall support the COG-TEC Agreement.
    a. Electric Operations Manager
        i. Overall responsibility of Full Alliance
        ii. Update of the material appendices
        iii. Repair and scrap guidelines
    b. Electric Operations Supervisor
        i. Emergency/Outage Material coordination
        ii. Critical material coordination
        iii. Truck Stock receiving and replenishment
        iv. Repaid/refurbishment of returned material
    c. Electric Engineering Supervisor – CIP
        i. Coordination of material requirements
    d. Project Analyst – CIP
        i. Long-lead items reservation and coordination
        ii. TEC invoicing
    e. Electric Planner/Scheduler
        i. Scheduling of jobs. Finalize material picklists and similar items.
        ii. Workday Project number/Partner job number for TEC material issuance purposes
    f. Electric Engineering Analyst – AMI
        i. Honeywell electric AMI meter coordination
    g. Electric Engineering Supervisor – System Planning
        i. Responsible for pricing and related data exchange with TEC
        ii. Responsible for material specifications and standards
        iii. Responsible for work management and pricing updates.

B. CITY OF GEORGETOWN MATERIAL AND SERVICES

TEC shall be responsible for storage and staging of the following material used by COG for construction and maintenance activities:

a. Stock Inventory, which includes, but is not limited to, the following:
    i. Poles
    ii. Wire/conductor
    iii. Mod Shop/Assembly items
    iv. Electric AMI Meters
    v. Lineman Tools and Safety products (including PPE and FR clothing)

b. Non-Stock Material
c. Emergency/Outage Material
d. Critical Material
e. Repaired Material

For all material requirements of COG, TEC will follow any brand requirements by COG and may offer cost savings for alternative brands when applicable, but COG shall have final discretion over whether to use alternative brands.

a. Stock Inventory:

- Stock Inventory shall be stocked and staged by TEC and picked up by COG from the TEC Warehouse or delivered to the COG warehouse or job site by a TEC truck. Stock Inventory items from other TEC warehouses will be accessible and available to COG and will be handled by the TEC logistics group to move from one TEC warehouse to the TEC Georgetown hub to be made available for pickup by COG or delivered to the job site as needed. TEC will be responsible for stocking items with long manufacturing lead times.
- Poles, Modification (MOD) shop and assembled items by TEC, tools and electric AMI meters are considered Stock Inventory for the purposes of this Agreement.
- Appendix B is the current list of Stock Inventory.
- Modification (MOD) Shop/Assembly items include:

    - Cap Bank assembly
    - Transformer bank assembly
    - CT/PT assembly
    - Meter pedestal assembly
    - Custom jobs

- Final sale price for Stock Inventory will be calculated at this Time of Sale for Stock Inventory using TEC Current average file cost plus the agreed contract margin (AVG file Cost/.81, 19% Contract Margin).
- The City may reserve long-lead items for construction projects before the construction date. TEC will ensure that these long-lead items are reserved and made available for COG crews for future use. TEC will lock the pricing for these items when the materials at time of sale.
- COG Critical Material that is included in the Stock Inventory will be finalized no later than 30 days from the Effective Date of the contract. Any Critical Material not clearly identified as Non-Stock Material will be considered Stock Inventory.
- At least on a monthly basis, TEC shall issue a Stock Inventory report with the following information:

- Item description
- Quantity on hand
- Lead times
- Location
- TEC's Pricing

b. Non-Stock Material

- Time of Sale for Non-Stock Material occurs when the material is delivered by a manufacturer to COG's possession.
- The sale price will be calculated by the cost of material from the manufacture plus the agreed TEC Non-Stock Material margin (MFG Sale Price/.88, 12% Contract Margin). Pricing for each Non-Stock Material Substation & Transmission Inventory product shall be based on ten percent (10%) margin in the sale price to City of Georgetown based on TEC's weighted average file cost at Time of Sale for Stock Inventory. Any freight charges from the manufacture will be passed on to the COG on a designated freight line on the invoice.
- The City may reserve long-lead items for construction projects before the construction date. TEC will ensure that these long lead items are reserved and made available for COG crews for future use based on provided usage from COG. TEC will lock the pricing at time of sale.

c. Emergency/Outage Material:

- Emergency/Outage Material shall be staged and managed by TEC at the designated COG location. TEC shall check the minimum quantities at least on a weekly basis and replenish as needed. The list of Emergency/Outage Material can be updated as needed.
- Appendix C is the current list of Emergency/Outage Material.
- Emergency/Outage Material is considered to be Stock Inventory for pricing and Time of Sale purposes. Emergency/Outage Material when used from the COG-designated location is considered change of possession from TEC to COG.
- At least on a weekly basis, TEC shall issue an Emergency/Outage Material inventory report with the following information:

    - Item description
    - Quantity on hand/staged at COG location.
    - Qty used the prior week

d. Critical Material:

- Appendix D is the current list of Critical Material.
- The list of Critical Material can be updated by COG as needed.

- COG requires access to the Critical Material at short notice in order to respond to customer outages and/or emergencies.
- TEC shall ensure the availability of at least one of each these items at sits COG facility that must be ready to be sent to, or picked up by, COG.

d.1 Critical Material – Stock Inventory: No later than 30 days from the Effective Date of this Agreement, TEC and COG shall identify the Critical Material that can be classified as Stock Inventory. TEC will make the Critical Material identified as Stock Inventory available at the TEC Georgetown location.

- The Critical Material identified as Stock Inventory shall be considered Stock Inventory for pricing and Time of Sale purposes. All other Critical Material shall be considered Non-Stock Critical Material.

- At least on a monthly basis, TEC shall issue Stock Inventory Critical Material report with the following information:
    - Item description
    - Quantity on hand
    - Location

d.2.Critical Material – Non-Stock Material: Any material from the Critical Material list not considered Stock Inventory shall be classified as Critical Material – Non-Stock Material. The following processes shall be followed for Critical Material – Non-Stock Material:

- Where possible, TEC shall use best efforts to make Critical Material – Non-Stock Material available through strategic partnerships.
    - Critical Material – Non-Stock Material returned or retired shall be reviewed by TEC and COG for potential repairs and refurbishments.
    - TEC shall notify and seek COG's approval before the Critical Material – Non-Stock Material is purchased.
    - If TEC purchases and holds inventory of Critical Material – Non-Stock Material with the Z stocking program in stock pursuant to this Agreement and that inventory is not used or purchased by COG as of the expiration of this Agreement, .
    - At least on a monthly basis, TEC shall issue a Critical Material – Non-Stock Material report with the following information:
        - Item description
        - Quantity on hand
        - Location
        - Manufacturer's cost
        - Warranty expiry and similar information

e. Truck Stock:

- Appendix E is the current list of the Truck Stock material. The list of Truck Stock material can be updated by COG as needed.
- COG will provide stocking requirements for said Truck Stock bins and TEC will

replenish as needed.

- Truck Stock shall be replenished by TEC at the designated COG location and bins. TEC shall check the minimum quantities at least on a weekly basis and replenish as needed.
- This material is considered to be Stock Inventory for pricing and Time of Sale purposes.
- COG assumes ownership of Truck Stock when the bins are replenished, and the replenishment is approved by the designated COG employee.

f. Unused Material:

- TEC shall provide a location and establish a process for receiving any unused packages or unused equipment and provide a full refund to the COG as long as the packages are in resaleable condition and have not been energized.

g. Repaired Material:

- TEC will clearly identify the location for crews to drop material that has been returned from the field that may be capable of being repaired.
- COG and TEC shall establish a process for receiving the equipment that has been returned from the field before it is evaluated for repairs/refurbishment.
- COG shall provide criteria for evaluating material that can be sent for repairs. Material deemed fit for repair/refurbishment shall be sent to TEC's partner's repair facilities. Material not considered fit for repairs shall be scrapped and disposed by TEC using appropriate method. TEC will remit the value of scrap to COG net of costs.
- The cost of repair shall be agreed upon before the material is sent for repairs, and COG shall have final authority to determine whether material shall be sent for repairs. The cost of repair shall be a direct pass-through with no additional costs from TEC. The repair costs will be invoiced by TEC. TEC shall be responsible for receiving, staging, and issuing of the Repaired Material. TEC shall issue available Repaired Material before issuing new material. The pricing of the Repaired Material shall be $0.
- At least on a monthly basis, TEC shall issue an equipment repair/scrap report with the following information:
    - Repaired Material sent for repairs by type and size
    - Items scrapped by type and size
    - Scrap value net of costs
    - Repaired Material quantity on hand by type and size
        - For example: 50 kVa pad mount transformer – 2 (available)

h. Scrap

- Any retired material from the field that is considered not fit for repair and refurbishment

shall be scrapped, and TEC shall remit the value of scrap net of costs.
- COG shall provide criteria for evaluating material that can be sent to repairs/refurbishment or scrap.

i. Retired PCB transformers disposal

- TEC will use its partners Emerald Transformer and/or Sunbelt/Solomon in the disposal of PCBs and test every unit in EPA-certified labs.
- COG will receive certified death certificates for the units that are disposed.
- TEC staff will manage the return of the units for repair or disposal to ensure the process is handled correctly and safely.

j. Georgetown Pole Yard

- All material will be stored at TEC's location except for poles. TEC will continue to utilize COG's pole yard to store poles.
- Within 60 days of the Effective Date, TEC will install an RFID portal and place RFID tags on all existing COG Poles located at the pole yard location to track the movement of poles in and out of this location.
- At least on a monthly basis, TEC shall issue a pole yard report with the following information:
    - Poles issued Items
    - Poles starting and ending quantity by type and size

k. Wire issuance processes:

- TEC will cut to length underground cable as per COG job requirements. TEC has a wire reel machine located in the Georgetown facility capable of cutting up to 1000MCM and will provide cut-to-length reels when requested.
- Overhead conductor will be issued by reel. TEC will accept the return of partial reels with the understanding that those reels will be used for future projects. TEC uses a lot number system to track each reel and footage to have visual access to the footage quantity.
- TEC will apply the correct reel to the work order based on the guidelines provided by COG.
- TEC will ensure appropriate storage for the partial reels to ensure these reels are not exposed to the elements.
- At least on a monthly basis, TEC shall issue wire ownership report with the following information:
    - Partial reels by conductor type and available footage

C. ADDITIONAL SERVICES UTILIZED BY COG

TEC shall be responsible for coordinating the following services, as needed, on COG's behalf. TEC is responsible for storage, disposal, staging and issuance of the material associated with these services. TEC will invoice COG direct pass-through costs with no additional costs from TEC.

Product Life Cycle Management:

- Repair and Refurbishment of:
  - Transformers
  - Capacitors
  - Regulators
  - Power Transformer
- Testing and lab services
- Field maintenance, repair, and decommissioning
- Oil services
- Wood pole recycling program. Recycle program for used poles, pallets, reels, and similar items
- Extended 5-year warranty on new transformers and oil filled products

Meter services:

- Residential and Commercial Meter Installation
- On-site Meter Testing
- Meter Shop Services
- Work Order Management
- Consulting Services
- Meter Refurbishment and Sales

Other services:

- Tool services
- Dielectric Testing (Bucket truck & digger testing)
- Tool repairs

D. STAGING AND DELIVERY REQUIREMENTS

1. COG's electric operation's core operating hours are Monday through Friday, 7:30 am – 4:30 pm. There may be outages and/or construction and maintenance activity past these operating hours. TEC's warehouse shall support COG's operations during these hours and any other hours required by COG upon advance notice. After core operating hours, TEC shall respond to any COG request within one hour.

2. All Stock Inventory used by COG for construction and maintenance shall be stored and staged for COG construction crews and contractors at TEC's Georgetown location. This location is open Monday through Friday, 5:00 am to midnight. TEC shall provide 24/7 emergency response as needed.
    a. COG desk counter in bays will be set up, and TEC will help load trucks and grab materials.
    b. Dedicated Inside Sales Team, and a dedicated Warehouse Team will care for the lineman.
    c. TEC will ensure that the poles are available at the COG pole yard for crews to pick up.
3. Items requested for jobs/projects shall be delivered within 48 hours of notification or the delivery date of the order request, whichever applies per order.
4. COG may reserve long-lead items for construction projects well before the construction date. TEC will ensure that these long-lead items are reserved and made available for COG crews for future use at the time needed. TEC will lock the pricing at time of sale for these items.
5. COG will notify TEC of the date when COG intends to start construction for jobs and projects. TEC shall stage the material for crews to pick up within a set agreed window. The delivery requirements will be in accordance with each purchase order for each individual order.
    a. The material pick tickets may be a partial list of the bill of material of a given job/project.
    b. There may be multiple pick tickets for a given project.
6. Job material kits will be wrapped in a colored shrink-wrap and labeled with the COG work order. COG reserves the right to include some or all stock and Truck Stock to be included in the job material kit.
7. TEC shall assign and label COG's equipment numbers and other tags (as needed) and notices to poles, transformers, reclosers, and regulators. Documentation of such data shall be maintained when received from the manufacturers.
8. TEC will deliver 3 Phase Pad Mount Transformers and other requested materials directly to the job site when requested, and TEC can charge a reasonable crane fee.
9. TEC must coordinate and supply the equipment needed to unload large or heavy items delivered to the Stocking Site or job site.
10. TEC will package other materials required for the project, such as hardware and cable accessories, cut to length primary cable as requested in advance by COG according to manufacturer lead times.
11. Appropriate signatures shall be obtained upon receiving material to COG or its contractors. A duplicate digital copy of the received material by COG personnel or TEC shall be provided for each invoice sent to COG.

12. Contractor will provide after-hours delivery of materials as needed. COG will be provided with 24-hour contact information of TEC'S employee responsible for the initiation of emergency deliveries.

E. PLANNING AND SCHEDULING

1. TEC will ensure that COG Stock Inventory, Emergency/Outage Material, and Critical Material levels are accurately forecasted and maintained. All such levels required by COG will be set as a safety stock override in TEC's demand planning software. This means that no matter what the system deems the stock level to be, it will never fall below the quantity required by COG. This ensures that quantity is always kept in TEC inventory for when COG needs it.
2. TEC shall report and communicate with COG to determine the appropriate stock levels for the material, as well as the amount of future inventory on order.
3. TEC Account Manager will work with COG to proactively plan for projects. TEC will proactively address system-generated Out-of-Stock alerts ahead of potential stockouts. This process, combined with the safety stock inventory levels, enables TEC to significantly reduce the risks of stock outs.
4. TEC Account Manager will work with COG planning staff to plan for future projects and workloads.
5. The Account Manager shall attend weekly and/or monthly planning meetings, as COG shall determine, with project schedulers to discuss an overview of upcoming work. Work plan projects that are not detailed to a specific bill of materials can be discussed with anticipated timelines. COG will provide anticipated quantities and need dates for each project-related item to be supplied by TEC.
6. TEC will perform the role of warehouse for purposes of work management and update the workflow for construction jobs.
7. COG will use Partnersoft job management system to notify TEC of job's ready for construction, material needed by date, and other job-related information.
    a. TEC will have access to the COG's Partnersoft job management system.
    b. TEC will update the required job statuses related to material availability.
    c. TEC will use COG's Partnersoft job management system to access material picklists and bill of material.

F. INVOICING:

1. TEC invoices will be based on the material type (Stock Inventory, Non-Stock Material, Critical Material, etc.) and the Time of Sale requirements as agreed upon.
2. TEC invoicing will always have an appropriate Workday project number and Partnersoft job number.

3. Any services offered and/or products supplied by TEC's partners shall be a direct pass-through of costs with no additional costs from TEC. These costs will be invoiced by TEC.

G. REPORTING:

1. At least on a monthly basis, TEC shall communicate/report to COG projected supply risks and TEC's plan to mitigate on an item-by-item basis.

2. At least on a monthly basis, TEC shall issue long-lead item reservation report with the following information:
   - Items on reservation by job number
   - Lead times

3. At least on a monthly basis, TEC shall issue Stock Inventory/Critical Material inventory report with the following information:
   - Item description
   - Quantity on hand
   - Lead times
   - Location
   - TEC's Pricing
   - Replacement cost on High Risk Items.

4. At least on a monthly basis, TEC shall issue Critical Material – Non-Stock Material report with the following information:
   - Item description
   - Quantity on hand
   - Location
   - Manufacturer's cost
   - Warranty expiry information etc.

5. At least on a monthly basis, TEC shall issue pole yard report with the following information:
   - Poles issued items
   - Poles starting and ending quantity by type and size

6. At least on a weekly basis, TEC shall issue an Emergency/Outage Material inventory report with the following information:
   - Item description
   - Quantity on hand/staged at COG location

7. At least on a monthly basis, TEC shall issue equipment repair/scrap report with the following information:
   - Items sent for repairs by type and size

- Items scrapped by type and size
- Scrap value net of costs.
- Repaired Quantity on hand by type and size
  - For example: 50 kVa pad mount transformer – 2 (available)

8. At least on a monthly basis, TEC shall issue wire ownership report with the following information:
   - Partial reels by conductor type and available footage

9. At least on a monthly basis, TEC shall issue pole yard report with the following information:
   - Poles issued by type and size
   - Poles starting and ending quantity by type and size

10. At least on a monthly basis, TEC shall provide an open purchase order report with the following information:
    - Estimated Delivery Date

11. At least on an annual basis, TEC shall provide a competitive analysis of material pricing using the mutually agreed upon methodology.

12. At least on an annual basis TEC shall provide TEC's Emergency Operations plan with details relevant to COG.

H. SOFTWARE ACCESS AND INTEGRATION

1. On a weekly basis, TEC will provide COG, at a minimum, the Stock Inventory pricing (with the TEC's fixed margin per item included), the lead times, and the minimum quantity on hand. The format and the delivery method will be mutually agreed upon. This data transfer process shall be in place no later than 15 days from the Effective Date.

2. COG will have access to TEC's warehouse inventory management system that will help to manage inventory reserved for COG, preferably via some form of web interface that shall be available to authorized COG employees.

3. TEC will have access to COG's Partnersoft job management system. TEC will work collaboratively with COG IT to ensure that the access is established within 15 days of the Effective Date.

I. PERFORMANCE METRICS

1. The following metrics will be used to measure the accuracy and performance of this Agreement:
    a. On-time delivery (measured by projected delivery date vs actual delivery date)
    b. Fill rate accuracy of 95% or greater
    c. Delivery to proper location
    d. Accuracy of packing lists
    e. TEC's use of COG's Partnersoft job management system for material orders and updating the job status related to material.
2. Availability and on-time delivery of different material.
3. These metrics will be made available to appropriate COG staff via TEC's KPI dashboard.

J. EMERGENCY OPERATIONS

TEC and COG shall work collaboratively to ensure COG's material needs are adequately planned for and met during all emergencies. TEC will dedicate enough staff, as determined by COG, to cover all material needs outside of normal business hours.

K. IMPLEMENTATION AND TRANSITION PLAN

TEC and COG will employ a multi-phase approach to implement and fully functionalize the warehouse outsourcing, as described in Section 4(b) of the Agreement. The multi-phase approach will include the processes and deliverables described below.

PHASE 1 PROCESS AND DELIVERABLES

On the Effective Date,

1. **Assessment**: TEC will identify the project team, assign roles and responsibilities, establish timeline for project, have preliminary meetings with COG to discuss implementation, host kick-off meetings, begin data discovery with COG to gain historical usage data, assess current inventory levels, define brand requirements, identify critical item requirements, identify staffing and equipment needs, and make other similar assessments necessary to proceed with the Agreement.

2. **Setup**: TEC will set up IT infrastructure (internet, WMS capabilities, workstations, printers, etc.), identify all items in COG stock, perform internal item maintenance (linking TEC item number to COG item number, ensuring all items are set up and ready to buy from the manufacturer into TEC inventory, ensuring correct lead times are loaded, ensuring correct costs, etc.). All items will be barcoded for efficiency in managing the inventory. COG historical usage and/or forecasts will be imported into the replenishment software and TEC will begin procuring materials before the Phase 2 date so that inventory levels are adequate and ready for Phase 2.

3. **Preliminary List of Inventory**: COG will provide a preliminary list of its owned inventory, located at the Stocking Site and described in greater detail in Appendix A

("City of Georgetown Inventory"), as of the Effective Date. Appendix A shall set forth the agreed-upon price per unit for each piece of inventory, and such price shall not change after the quantities of the City of Georgetown Inventory has been finalized.

4. **Place Material Orders**: COG will begin placing material orders for construction jobs with TEC, and the parties will collaboratively develop a list of tasks required to accomplish such jobs, including determining interim, transitional, and long-term processes for placing material orders going forward.

No later than **15 days from the Effective Date**, TEC and COG shall develop a Phase 1 implementation plan. The Phase 1implementation plan shall have the following elements:

1. Formalize the job/material ordering processes considering the appropriate software system integration issues and other issues, and arrange details regarding procedures for ordering, staging, and picking up of material from TEC.
2. Identify material TEC already has in stock that will be readily available.
3. Identify additional material required for jobs that TEC will stock and keep on hand.
4. Bring desired material into stock if not already in stock to be made available for COG.
5. TEC will associate COG item/stock numbers to equivalent TEC stock number(s) to enable COG to continue to order by COG stock number or naming scheme.
6. COG critical material that can be included in the stock inventory.
7. Order COG Critical Material that is not included in the Stock Inventory.
8. COG and TEC shall establish a process for receiving the equipment that has been returned from the field before it is evaluated for repairs/refurbishment.
9. Identify the staging areas for material pick-ups, returns, etc.

PHASE 2 PROCESS AND DELIVERABLES

No later than 45 days from the Effective Date,

1. **Implementation Plan**: TEC and COG shall have developed a Phase 2 implementation plan. The implementation plan will include all tasks necessary to address issues related to the sale and transfer of inventory.

2. **Finalize and Purchase Inventory**: The parties will have finalized the inventory counts of City of Georgetown's Inventory, and TEC will have verified all items are barcoded and ready to purchase. TEC will then complete the purchase of the City of Georgetown Inventory no later than 45 days from the Effective Date. COG will issue the invoice for the sale of the City of Georgetown Inventory no later than July 1, 2022, and TEC's payment will be due within sixty (60) days.

3. **Emergency Operations Plan**: TEC shall provide TEC's emergency operations plan with details relevant to COG.

No later than 60 days from the Effective Date,

1. TEC must install an RFID portal and place RFID tags on all existing COG Poles located at the pole yard location to track the movement of poles in and out of this location. COG shall assist as availability allows.

OVERALL DELIVERABLES:

TEC shall take all steps to ensure that the Agreement is fully operational within 200 calendar days of the Effective Date. "Fully operational" includes all obligations in this SOW and the Agreement, and most crucially the following:

1. Complete sale and transfer of City of Georgetown Inventory.
2. Make available at TEC Georgetown location all the Critical Material needed by COG.
3. Identify all material requirements of COG and confirm the Critical Material availability within TEC system.
4. Ensure the availability of items at TEC facility are ready to be sent or picked up by COG.
5. Finalize all storing and staging details.
6. Ensure all system integration and data transfers are fully functional.
7. Ensure all reporting requirements are fully functional.
8. Finalize competitive cost analysis methodology and approve by both parties.

List of Appendices:

- Appendix A: City of Georgetown Inventory
- Appendix B: Stock Inventory
- Appendix C: Emergency/Outage Material
- Appendix D: Critical Material
- Appendix E: Truck Stock
- Appendix F: Insurance Requirements

Appendix A - City of Georgetown Inventory considered for Purchase by TEC

STORE	PART	Description	ON HAND QTY	Qty On Order	Total Buy Back Qty	Buyback cost	Extended Cost
EL	360000	Cable, Hendrix 4/0 Stranded Tap Wire (TAP40CUSTR-05)	1000	0	1000	$ 3.99	$ 3,987.50
EL	360002	Cable, Jumper, 5kV 2/0 Cu Stranded	1500	0	1500	$ 2.09	$ 3,131.85
EL	360004	Cable, Jumper, 5kV 500 Cu Stranded	1000	0	1000	$ 9.70	$ 9,703.00
EL	360005	Cable, Hendrix Tap Wire #6 Solid (TAP06CUSOL-03)	7000	0	7000	$ 2.03	$ 14,243.60
EL	360008	Feed Thru, 200 amp 12kV	22	0	22	$ 57.23	$ 1,259.01
EL	360010	Lube,SLS Silicone Assembly Lab	30	0	30	$ 5.54	$ 166.13
EL	360011	Cap, Protective, 200 amp Bushing, 15kV	3	0	3	$ 17.64	$ 52.93
EL	360012	Elbow, LB 200 amp, 4/0 Al 175-220 mil 15kV	11	0	11	$ 19.43	$ 213.77
EL	360013	Elbow, LB 200 amp, 1/0 Al 175-220 mil 7.2 KV	9	0	9	$ 16.30	$ 146.66
EL	360014	Cable, URD Secondary, #4 DPLX, Delgado	3410	0	3410	$ 0.34	$ 1,154.63
EL	360015	Parking Stand, 200 amp 15kV	6	0	6	$ 22.73	$ 136.40
EL	360016	Cable, Primary 1/0 AL 260mil 25 kV	6365	0	6365	$ 2.65	$ 16,841.15
EL	360017	Cable, Primary 4/0 Al 260mil 25 kV	5419	0	5419	$ 2.09	$ 11,351.72
EL	360018	Sealing Kit, 200 amp Elbow, Cold Shrink, 1/0 Al 260mil, .95"-1.94" Jacketed	126	0	126	$ 39.64	$ 4,994.45
EL	360019	Junction Point, Load break 200 amp, 3-Way Pull Box w/ Brackets	19	0	19	$ 249.81	$ 4,746.35
EL	360020	Junction Point, Load break 200 amp, 3-Way J-Box no Brackets	9	0	9	$ 160.02	$ 1,440.17
EL	360021	Junction Point, Load break 200 amp, 4-Way Pull Box w/ Brackets	12	0	12	$ 187.74	$ 2,252.83
EL	360022	Junction Point, Load break 200 amp, 4-Way J-Box no Brackets	4	0	4	$ 109.31	$ 437.22
EL	360024	Elbow, 1/0, 14,400 Load break	43	0	43	$ 40.93	$ 1,760.03
EL	360025	Elbow, LB 200 amp, 4/0 Al 260 mil 25kV	15	0	15	$ 38.42	$ 576.27
EL	360026	Junction Point, 600 amp, 25kV, 4-Way Pull Box w/ Brackets	15	0	15	$ 167.59	$ 2,513.92
EL	360027	T-Body, 200 Amp Elbow Reducing Tap Plug	12	0	12	$ 115.30	$ 1,383.61
EL	360028	Parking Stand, 200 amp 25kV	18	0	18	$ 54.70	$ 984.54
EL	360029	T-Body, Bushing Extension	5	0	5	$ 48.17	$ 240.85
EL	360030	Cap, Protective, 200 amp Bushing, 25kV	17	0	17	$ 32.20	$ 547.42
EL	360031	T-Body, Protective Cap	9	0	9	$ 52.12	$ 469.10
EL	360032	T-Body, Elbow Housing Kit, 500 Cu	7	0	7	$ 139.16	$ 974.12
EL	360033	Junction Point, 600 amp, 25kV, 4-Way J-Box W/ Brackets	6	0	6	$ 124.66	$ 747.97
EL	360034	Bracket, Mounting Outdoor Term 500 Cu, O.D. 1.45"-1.95"(MB-5)	19	0	19	$ 27.31	$ 518.87
EL	360035	Splice, Straight 500 Cu 25kV w/Connector	7	0	7	$ 264.96	$ 1,854.70
EL	360036	Termination, Pref. Stress, 500 MCM	3	0	3	$ 179.11	$ 537.32
EL	360037	Termination, Outdoor 1/0 Al, 260 mil 25kV	14	0	14	$ 46.29	$ 648.13
EL	360038	Termination, Outdoor 4/0 Al, 260 mil 25kV	15	0	15	$ 116.51	$ 1,747.67
EL	360039	Elbow, Arrester, 18kV MCOV	11	0	11	$ 105.01	$ 1,155.16
EL	360040	Junction Box, 1 PH, 30x30x20	2	0	2	$ 345.26	$ 690.52
EL	360041	Junction Box, 3 PH, 30x48x18 (AM304822262)	4	0	4	$ 351.83	$ 1,407.32
EL	360042	Junction Box, 3 PH, 30x66x22	4	0	4	$ 435.72	$ 1,742.87
EL	360043	Tape, Arc and Fireproofing 1.5"x20' 3M77	15	0	15	$ 8.53	$ 127.88
EL	360044	Bracket, Mounting Outdoor Term 1000 Al, O.D. 1.80"-2.40" (MB-6)	15	0	15	$ 31.27	$ 469.01
EL	360046	Tape, Glass Cloth 1/2" x 20' 3#27	20	0	20	$ 5.89	$ 117.78
EL	360047	Tape, Arc and Fireproofing 3"x20' 3M77	34	0	34	$ 10.41	$ 353.88
EL	360048	Cable, URD Secondary, 500 MCM Al QPLX, Wofford	1000	0	1000	$ 3.74	$ 3,741.30
EL	360050	Sectionalizer, Hubbell PRS Fuse Barrel Style 25kV, with Polymer Cutout	3	0	3	$ 825.00	$ 2,475.00
EL	360051	Switchgear, PVI41-386-12-12 1S-3L 27kV	3	0	3	$ 32,565.50	$ 97,696.50
EL	360052	Cable, Primary 500 Cu 260mil 25 kV	912	0	912	$ 4.75	$ 4,331.73
EL	360053	Cable, URD Secondary, 1/0 QPLX, Notre Dame	1116	0	1116	$ 1.15	$ 1,284.74
EL	360054	Cable, URD Secondary, 4/0 QPLX, Wake Forest	2000	0	2000	$ 1.94	$ 3,878.20
EL	360055	Cable , URD Secondary, 1/0 TPX, Brenau	4000	0	4000	$ 9.20	$ 36,819.20
EL	360056	Cable, URD Secondary 4/0 TPX Sweetbriar	5148	0	5148	$ 1.52	$ 7,821.87
EL	360057	Switch, Vacuum, 1 Phase Pad, 25kV, PA21-P302	2	0	2	$ 10,749.96	$ 21,499.92
EL	360058	Switchgear, PVI42-386-12-9 2S-2L 27kV	0	1	1	$ 47,776.56	$ 47,776.56
EL	360059	Switchgear, PVI43 3S-1L 27kV	1	0	1	$ 39,861.90	$ 39,861.90
EL	360060	XFMR, 1 PH Pad, 25 kVA, DV 120/240 Type 2	4	0	4	$ 1,408.01	$ 5,632.02
EL	360062	XFMR, 1 PH Pad, 50 kVA, DV 120/240 Type 2	0	5	5	$ 1,693.01	$ 8,465.07
EL	360063	XFMR, 1 PH Pad, 75 kVA, DV 120/240 Type 2	3	1	4	$ 2,071.49	$ 8,285.94
EL	360064	XFMR, 1 PH Pad, 100 kVA, DV 120/240 Type 2	7	0	7	$ 2,232.30	$ 15,626.11
EL	360065	XFMR, 1 PH Pad, 167 kVA, DV 120/240 Type 2	9	0	9	$ 3,301.43	$ 29,712.87
EL	360066	Cartridge, Blue, WPBBNBOX25, Shoot on Wedge Remover, Burndy,	110	0	110	$ 1.92	$ 211.38
EL	360067	XFMR, 3 PH Pad, 75 kVA, DV 120/208	0	4	4	$ 7,994.26	$ 31,977.04
EL	360069	XFMR, 3 PH Pad, 150 kVA, DV 120/208	2	2	4	$ 8,311.03	$ 33,244.13
EL	360070	XFMR, 3 PH Pad, 225 kVA, DV 120/208	0	2	2	$ -	$ -
EL	360071	XFMR, 3 PH Pad, 300 kVA, DV 120/208	2	0	2	$ 9,013.63	$ 18,027.26
EL	360073	XFMR, 3 PH Pad, 750 kVA, DV 120/208	1	0	1	$ 17,124.90	$ 17,124.90
EL	360074	XFMR, 3 PH Pad, 1000 kVA, DV 120/208	1	0	1	$ 19,168.89	$ 19,168.89
EL	360075	XFMR, 3 PH Pad, 1500 kVA, DV 120/208	1	0	1	$ 56,014.92	$ 56,014.92
EL	360076	XFMR, 3 PH Pad, 75 kVA, DV 277/480	1	2	3	$ 8,996.54	$ 26,989.62
EL	360078	XFMR, 3 PH Pad, 150 kVA, DV 277/480	2	1	3	$ 8,949.57	$ 26,848.72
EL	360079	XFMR, 3 PH Pad, 225 kVA, DV 277/480	0	2	2	$ -	$ -
EL	360080	XFMR, 3 PH Pad, 300 kVA, DV 277/480	1	0	1	$ 8,965.28	$ 8,965.28
EL	360081	XFMR, 3 PH Pad, 500 kVA, DV 277/480	1	0	1	$ 11,739.57	$ 11,739.57
EL	360082	XFMR, 3 PH Pad, 750 kVA, DV 277/480	1	0	1	$ 19,948.68	$ 19,948.68
EL	360087	XFMR, 1 PH Pole, 25 kVA, DV 120/240	1	18	19	$ 778.60	$ 14,793.47
EL	360089	XFMR, 1 PH Pole, 50 kVA, DV 120/240	2	4	6	$ 1,169.32	$ 7,015.94
EL	360090	XFMR, 1 PH Pole, 75 kVA, DV 120/240	3	0	3	$ 1,410.41	$ 4,231.22
EL	360091	XFMR, 1 PH Pole, 100 kVA, DV 120/240	1	0	1	$ 1,779.19	$ 1,779.19
EL	360092	XFMR, 1 PH Pole, 167 kVA, DV 120/240	3	0	3	$ 3,418.35	$ 10,255.05
EL	360093	XFMR, 1 PH Pole, 25 kVA, DV 277/480	4	0	4	$ 943.76	$ 3,775.05
EL	360094	XFMR, 1 PH Pole, 37.5 kVA, DV 277/480	0	3	3	$ -	$ -
EL	360095	XFMR, 1 PH Pole, 50 kVA, DV 277/480	3	0	3	$ 1,097.61	$ 3,292.83
EL	360096	XFMR, 1 PH Pole, 75 kVA, DV 277/480	6	0	6	$ 1,607.04	$ 9,642.23
EL	360097	XFMR, 1 PH Pole, 100 kVA, DV 277/480	3	0	3	$ 2,324.33	$ 6,972.99
EL	360099	XFMR, 1 PH Pole, 25 kVA, DV 240/480	2	3	5	$ 856.66	$ 4,283.28
EL	360100	Bushing, Secondary XFMR Spade, 6 Hole Set Screw, 1" Stud W/Cover	102	0	102	$ 16.40	$ 1,672.75
EL	360101	Bushing, Secondary XFMR Spade, 6 Hole Set Screw, 5/8 Stud W/Cover	166	45	211	$ 14.48	$ 3,054.94
EL	360102	XFMR, 1 PH Pole, 75 kVA, DV 240/480	3	0	3	$ 1,585.60	$ 4,756.80
EL	360103	XFMR, 1 PH Pole, 100 kVA, DV 240/480	2	0	2	$ 2,365.30	$ 4,730.60
EL	360104	Seal, Meter Maroon (X10NGVMR)	5000	0	5000	$ 0.08	$ 412.50

EL	360105	Seal, Meter Red	21000	0	21000	$	0.05	$ 982.80
EL	360106	Seal, Meter Orange	22000	0	22000	$	0.05	$ 1,029.60
EL	360107	Seal, Meter Gray	7000	0	7000	$	0.05	$ 327.60
EL	360109	Bushing, Insert, XFMR, 200 Amp Feed Thru 15kV	4	0	4	$	13.50	$ 54.00
EL	360110	Bracket, Secondary Rack 6" Extension	29	0	29	$	10.73	$ 311.03
EL	360111	Switch, Ruggedcom, 24 Volt	14	0	14	$	8.25	$ 115.50
EL	360113	Capacitor,Capacitor Unit 14.4 200 kva	6	0	6	$	830.67	$ 4,984.02
EL	360120	Seal, Blue Meter Rotary, Ringless Meter Sockets (7470803-27)	3000	0	3000	$	0.22	$ 651.90
EL	360122	Pole, Wood, 45 Foot Class 2	36	0	36	$	421.20	$ 15,163.20
EL	360124	Pole, Wood, 50 Foot Class 2	24	0	24	$	518.70	$ 12,448.80
EL	360125	Anchor, Expanding, 8" 22,000 lb., 5/8" or 3/4" Rod	11	0	11	$	21.11	$ 232.20
EL	360126	Anchor, Expanding, 10" 26,500 lb., 1" Rod	14	0	14	$	55.90	$ 782.54
EL	360127	Anchor, Expanding, 10" 26,500 lb., 3/4" Rod	11	0	11	$	27.97	$ 307.72
EL	360128	Anchor, Rod 5/8" x 8' Double Eye	51	0	51	$	19.69	$ 1,004.19
EL	360129	Anchor, Rod 1" x 8' Double Eye	8	0	8	$	41.92	$ 335.36
EL	360130	Anchor, Rod 1/2" x 7' Single Eye	43	0	43	$	10.99	$ 472.53
EL	360131	Anchor, Rod 3/4" x 8' Double Eye (C5358)	11	0	11	$	16.49	$ 181.42
EL	360132	Anchor, Shackle Clevis, 3/4" x 2.5" ID x 5/8" pin	32	0	32	$	1.73	$ 55.29
EL	360133	Arrester, Distribution Polymer, 10kV MOV, w/ xarm mount but	10	0	10	$	21.94	$ 219.38
EL	360134	Bolt, Double Arming, 5/8" x 26"	92	0	92	$	2.29	$ 211.08
EL	360135	Bolt, Carriage, 3/8"x 5"	332	0	332	$	0.25	$ 83.03
EL	360136	Bolt, Carriage, 1/2"x 6"	137	0	137	$	0.91	$ 124.99
EL	360139	Bolt, Double Arming, 5/8" x 14"	67	0	67	$	1.62	$ 108.46
EL	360140	Bolt, Double Arming, 5/8" x 16"	20	0	20	$	2.40	$ 48.06
EL	360141	Bolt, Double Arming, 5/8" x 18"	51	0	51	$	1.16	$ 59.30
EL	360142	Bolt, Double Arming, 5/8" x 20"	80	0	80	$	1.66	$ 132.50
EL	360143	Bolt, Double Arming, 5/8" x 22"	113	0	113	$	2.40	$ 271.03
EL	360144	Bolt, Double Arming, 5/8" x 24"	56	0	56	$	2.75	$ 153.73
EL	360145	Bolt, Machine, 5/8" x 10"	107	0	107	$	0.73	$ 77.64
EL	360146	Bolt, Machine, 5/8" x 12"	157	0	157	$	1.04	$ 163.77
EL	360147	Bolt, Machine, 5/8" x 14"	149	0	149	$	1.17	$ 173.60
EL	360148	Bolt, Machine, 5/8" x 18"	30	0	30	$	1.87	$ 56.06
EL	360149	Bolt, Machine, 5/8" x 20"	7	0	7	$	2.14	$ 14.97
EL	360150	Bolt, Machine, 5/8" x 16"	105	0	105	$	1.31	$ 137.84
EL	360151	Bolt, Machine, 3/4" x 12"	57	0	57	$	1.35	$ 76.71
EL	360152	Bolt, Machine, 3/4" x 14"	50	0	50	$	1.98	$ 98.90
EL	360153	Bolt, Penta Head, 1/2" x 1.5"	15	0	15	$	1.24	$ 18.65
EL	360154	Bolt, Penta Head, 1/2" x 2"	47	0	47	$	3.66	$ 172.16
EL	360156	Bolt, Oval Eye, 5/8" x 24"	39	0	39	$	2.38	$ 92.96
EL	360157	Bolt, Oval Eye, 5/8" x 12"	45	0	45	$	1.61	$ 72.35
EL	360158	Bolt, Oval Eye, 5/8" x 14"	19	0	19	$	2.78	$ 52.78
EL	360159	Bolt, Oval Eye, 5/8" x 16"	28	0	28	$	3.47	$ 97.09
EL	360160	Bolt, Oval Eye, 5/8" x 18"	16	0	16	$	2.20	$ 35.20
EL	360162	Bolt, Single Upset 5/8" x 14" w/o Spool	61	0	61	$	4.61	$ 281.12
EL	360163	Brace 60", Wood Crossarm, Alley Arm	3	0	3	$	54.73	$ 164.18
EL	360164	Clevis, Neutral Rack, w/o Spool	73	0	73	$	2.28	$ 166.44
EL	360165	Bracket, Xfmr Mount, 3-50kVA, Sgl Band, 1000 lbs. max/unit	8	0	8	$	100.50	$ 803.98
EL	360166	Bracket, Xfmr Mount, 3-100kVA, Dbl Band, 2000 lbs. max/unit	6	0	6	$	218.14	$ 1,308.85
EL	360167	Circuit Breaker, CA 2125, (125 Amp)	5	0	5	$	192.03	$ 960.16
EL	360168	Circuit Breaker, CA 2200, (200 Amp)	3	0	3	$	208.59	$ 625.76
EL	360169	Cover, Fuse Cutout, Kaddas	123	0	123	$	13.27	$ 1,631.96
EL	360171	Clamp, Ground Rod 5/8"	379	0	379	$	1.14	$ 433.01
EL	360172	Cover, Xfmr Bushing, Kaddas (KE1077RGR)	79	0	79	$	5.86	$ 463.22
EL	360173	Cover, Arrester, Kaddas (KE1053GR)	122	0	122	$	3.01	$ 367.66
EL	360174	Clamp, Hot Line, #8 - 2/0	230	0	230	$	7.29	$ 1,677.37
EL	360175	Tag,Decal,Fuse Size ID #7	9	0	9	$	0.30	$ 2.72
EL	360176	Clamp, Service Wedge, 1/0 - #4 ACSR	112	0	112	$	1.40	$ 157.08
EL	360177	Clamp, Service Wedge, 4/0 - 2/0 ACSR	38	0	38	$	1.59	$ 60.51
EL	360178	Clamp, Service Wedge, #2 - #6ACSR	26	0	26	$	1.86	$ 48.41
EL	360182	Tag, Decal, Holder, Fuse Size ID	1079	0	1079	$	1.60	$ 1,721.01
EL	360183	Compound, Oxide Inhibitor 8oz Bottle	7	0	7	$	5.87	$ 41.11
EL	360184	Cable, Bare #4 ACSR, Swanate	17910	0	17910	$	0.09	$ 1,620.86
EL	360185	Cable, Bare 336 AAC, Tulip	10930	0	10930	$	0.62	$ 6,731.79
EL	360186	Clamp, Deadend, Bare Conductor 4 to 336 - 556.5 w/ U-Bolt,	76	0	76	$	11.16	$ 848.05
EL	360187	Connector, Comp. H-Type, WR139, A 1/0-4 - B 8-10 C 8-10	132	0	132	$	0.37	$ 48.72
EL	360188	Connector, Comp. H-Type, A 3-1/0 - B 6-2, WR189 (#2)	255	0	255	$	0.28	$ 71.20
EL	360189	Connector, Comp., WR279 H-Type, A 2/0-1 - B 2/0-1, (#4)	341	0	341	$	0.62	$ 211.15
EL	360190	Connector, Comp. WR399, H-Type, A 3/0-4/0 - B 1-2/0, (#6)	350	0	350	$	0.53	$ 187.22
EL	360191	Connector, Comp. H-Type, A 3/0-4/0 - B 3/0-4/0, WR419 (#7)	328	0	328	$	0.50	$ 164.49
EL	360192	Connector, Comp. H-Type, A 3/0-4/0 - B 6-2, WR379 (#5)	176	0	176	$	0.44	$ 76.93
EL	360193	Connector, Comp. WR159, H-Type, A 6-2 - B 6-2, (#1)	152	0	152	$	0.37	$ 56.91
EL	360194	Connector, Comp. H-Type, A 477 - B 2/0-4/0, WR835	94	0	94	$	3.51	$ 330.08
EL	360195	Connector, Comp. H-Type, A 336 - B 336, WR775	116	0	116	$	2.79	$ 323.74
EL	360196	Connector, Comp. H-Type, A 477 - B 6-1/0, WR815	41	0	41	$	2.14	$ 87.59
EL	360198	Connector, Comp. H-Type, A 795 - B 795, WR989	25	0	25	$	22.41	$ 560.22
EL	360199	Connector, CU Comp, H-Type, A #4 - B #8	289	0	289	$	1.13	$ 326.66
EL	360200	Connector, Crimpit, #4-4 (YC4C4)	285	0	285	$	0.48	$ 135.60
EL	360201	Connector, Wedge, A 795 - B 4/0 (WCY80)	25	0	25	$	16.97	$ 424.30
EL	360202	Connector, Wedge, A 795 - B 336	13	0	13	$	29.84	$ 387.86
EL	360203	Connector, Wedge, A 336 - B 336 (WCY56)	40	0	40	$	17.80	$ 712.18
EL	360208	Connector, Wedge, A 795 - B #4 (WCY85)	32	0	32	$	24.05	$ 769.67
EL	360209	Switch, Disconnect, 900 AMP, Line-Tap Deadend	28	0	28	$	278.36	$ 7,793.94
EL	360210	Connector, Wedge, A 795 - B #2 (WCY84)	17	0	17	$	26.45	$ 449.67
EL	360211	Connector, Wedge, A 336 - B #4 (WCY49)	19	0	19	$	12.21	$ 232.05
EL	360212	Connector, 2 Bolt, A #6-2/0 - B #2-2/0	10	0	10	$	1.29	$ 12.93
EL	360213	Connector, Wedge, A 336 - B #2	35	0	35	$	11.12	$ 389.16
EL	360214	Connector, 2 Bolt, A #2-900 - B #2-1000	12	0	12	$	26.13	$ 313.50
EL	360215	Lug, Compression 2 Hole, 1/0, Yellow	18	0	18	$	1.66	$ 29.84
EL	360216	Crossarm, Wood, 3.75" x 4.75" x 8'	87	0	87	$	44.31	$ 3,855.06
EL	360217	Lug, Compression 2 Hole, 2/0, Gray	16	0	16	$	2.71	$ 43.32

EL	360218	Crossarm, Wood, 3.75" x 4.75" x 10'	17	0	17	$	39.31	$	668.22
EL	360219	Crossarm, Wood Hughes DE, 3 5/8"x7.5"x8', 12,200# rating	6	0	6	$	401.94	$	2,411.64
EL	360221	Connector, Wedge, A 336 - B #4/0 (WCY54)	9	0	9	$	11.96	$	107.63
EL	360222	Pin, Crossarm, 5/8" x 7" shank x 7" shaft	93	0	93	$	4.00	$	372.43
EL	360223	Pin, Crossarm, 5/8" x 5.75" shank x 5" shaft	33	0	33	$	6.71	$	221.51
EL	360224	Connector, Wedge, A 336 - B #1/0 (WCY51)	18	0	18	$	7.78	$	140.03
EL	360225	Connector, Wedge, A 795 - B #1/0 (WCY83)	6	0	6	$	20.80	$	124.79
EL	360226	Cutout, Solid Barrell, 300 amp, 27kV	16	0	16	$	79.22	$	1,267.57
EL	360228	Tag, Decal, Fuse Size ID #1	10	0	10	$	3.24	$	32.37
EL	360229	Guy, Grip, DE 3/8"	69	0	69	$	2.18	$	150.31
EL	360230	Switch Ruggedcom (110 Volt)	3	0	3	$	1,479.74	$	4,439.21
EL	360231	Street Light, Double Arm, Concrete Pole	3	0	3	$	565.71	$	1,697.14
EL	360232	Cartridge, Yellow, Wedge, WPBYNBOX25	75	0	75	$	1.33	$	99.72
EL	360233	Bolt, Oval Eye, 5/8" x 20"	11	0	11	$	8.20	$	90.22
EL	360234	Pole, Street Light, Concrete, Exp Agg, Berry Creek	3	0	3	$	1,048.44	$	3,145.31
EL	360235	Arm, Street Light, 6' upswept, Berry Creek	2	0	2	$	305.48	$	610.96
EL	360236	Ground, Butt Plate, Wood Pole, 7.5"	138	0	138	$	4.54	$	626.13
EL	360239	Clamp, Hot Line, #6 - 795	35	0	35	$	13.05	$	456.69
EL	360240	Guard, Guy, Yellow 8 foot	78	0	78	$	2.13	$	166.02
EL	360242	Clamp, Hot Line Stirrup, 336 .4 - 954MCM	32	0	32	$	34.52	$	1,104.63
EL	360243	Clamp, Hot Line Stirrup, #4 - 4/0	52	0	52	$	12.77	$	664.17
EL	360244	Seal, Duct Putty, 1lb bag	10	0	10	$	1.94	$	19.36
EL	360246	Cutout Polymer, Assembly 27kV w/100A 8kAIC Fuseholder	75	0	75	$	58.98	$	4,423.70
EL	360248	Indicator, Fault, Clamp Style, LED Indicator 1 phase	33	0	33	$	189.54	$	6,254.82
EL	360249	Insulator, Pin Type, J Neck	4	0	4	$	6.62	$	26.46
EL	360250	Indicator, Fault, Clamp Style, LED Indicator Kit 3 phase	3	0	3	$	263.09	$	789.28
EL	360251	Insulator, Spool, 3"	131	0	131	$	0.82	$	107.34
EL	360252	Fuse, Link, K-Speed, 20 Amp	25	0	25	$	2.71	$	67.69
EL	360253	Fuse, Link, K-Speed, 40 Amp	40	0	40	$	2.99	$	119.78
EL	360254	Fuse, Link, T-Speed, 8 Amp	41	0	41	$	2.96	$	121.42
EL	360255	Fuse, Link, T-Speed, 10 Amp	20	0	20	$	2.96	$	59.27
EL	360256	1/0 Cu Hendrix Tap Wire TAP10CUSTR-01 Primary Rated 50KV	500	0	500	$	3.47	$	1,736.40
EL	360257	Fuse, Link, T-Speed, 3 Amp	48	0	48	$	2.10	$	100.79
EL	360259	Fuse, Link, T-Speed, 6 Amp	323	0	323	$	2.10	$	678.62
EL	360260	Fuse, Link, T-Speed, 12 Amp T-Speed	620	0	620	$	2.10	$	1,302.62
EL	360261	Fuse, Link, T-Speed, 15 Amp	95	0	95	$	2.97	$	282.37
EL	360262	Fuse, Link, T-Speed, 20 Amp	14	0	14	$	2.98	$	41.67
EL	360263	Fuse, Link, T-Speed, 25 Amp	46	0	46	$	3.53	$	162.55
EL	360264	Fuse, Link, T-Speed, 30 Amp	32	0	32	$	3.11	$	99.59
EL	360265	Fuse, Link, T-Speed, 40 Amp	33	0	33	$	3.52	$	116.06
EL	360266	Fuse, Link, T-Speed, 50 Amp (M50TA23)	38	0	38	$	3.53	$	134.24
EL	360267	Fuselink, T SPeed, 65 AMP, M65TA23	11	0	11	$	5.60	$	61.64
EL	360268	Fuse, Link, T-Speed, 80 Amp	59	0	59	$	4.72	$	278.40
EL	360269	Fuse, Link, T-Speed, 100 Amp T-Speed	25	0	25	$	6.37	$	159.23
EL	360270	Meter Can, CI 200,(URD) Side Bus	4	0	4	$	24.17	$	96.68
EL	360271	Socket, Meter, 1 Ph, 200 Amp, 5 Terminal, Overhead	5	0	5	$	63.68	$	318.42
EL	360272	Washer, Spring Dbl. Coil Lock, 1/2"	716	0	716	$	0.10	$	71.53
EL	360273	Washer, Spring Dbl. Coil Lock, 3/8"	534	0	534	$	0.06	$	33.91
EL	360274	Washer, Spring Dbl. Coil Lock, 5/8"	1485	0	1485	$	0.18	$	267.89
EL	360275	Socket, Meter, Inst Rated, 3 Ph 8 Terminal w/ Test Switch	1	0	1	$	97.95	$	97.95
EL	360276	Box, Extension, 3"	4	0	4	$	71.86	$	287.45
EL	360277	Meter Socket , 45 Prewired &Switch (6Term.)	8	0	8	$	201.56	$	1,612.48
EL	360278	Socket, Meter, Inst Rated, 3 Ph 13 Terminal w/ Test Switch	0	15	15	$	215.19	$	3,227.89
EL	360279	Socket, Meter, 1 Ph, 200 Amp, 4 Terminal,, Overhead	44	0	44	$	22.89	$	1,007.29
EL	360280	Socket, Meter, 3 Ph, 200 Amp, 7 Terminal, Overhead	1	0	1	$	60.78	$	60.78
EL	360282	Nail, #8 Penny, Galvanized, 1 lb Box (4NEV6)	10	0	10	$	2.58	$	25.80
EL	360283	Nut, Eye, 5/8"	94	0	94	$	1.22	$	114.70
EL	360284	Nut, Eye, 3/4"	36	0	36	$	1.13	$	40.61
EL	360285	Nut, Thimble Eye, 5/8"	14	0	14	$	1.34	$	18.73
EL	360286	Pin, Pole Top, Single, 8" hole spacing 20" overall length, 1 3/8" Lead Head	20	0	20	$	10.36	$	207.18
EL	360287	Junction Box, Spacer, 18"x48" Fiberglass	4	0	4	$	215.88	$	863.50
EL	360289	StreetLight, Cobra Head, 100w HPS, Type 2 Full Cutoff, Berry Creek	1	0	1	$	86.53	$	86.53
EL	360290	Guy, Hook, 3/4" Bolt & 1/2" Lag (GH6)	21	0	21	$	3.55	$	74.58
EL	360291	Cover, Wire Way, For 360374	27	0	27	$	3.27	$	88.17
EL	360292	Screw, Lag 5/16" x 2"	3134	0	3134	$	0.11	$	331.58
EL	360293	Screw, Lag 1/2" x 4"	530	0	530	$	0.34	$	180.47
EL	360294	Cable, OH Street Light, #6 DPLX, Shepherd	1000	0	1000	$	0.17	$	169.00
EL	360295	Cable, OH Secondary, 4/0 QPLX, Appaloosa	1100	0	1100	$	1.98	$	2,183.39
EL	360296	Cable, OH Secondary, 4/0 TPX, Zuzara	1860	0	1860	$	1.38	$	2,566.43
EL	360297	Splice, OH Automatic, 1/0 ACSR	25	0	25	$	4.53	$	113.32
EL	360298	Splice, OH Automatic, 1/0-2/0 ACSR	22	0	22	$	8.37	$	184.06
EL	360299	Switch, Airbreak, Switch Handle Extension Kit	16	0	16	$	40.95	$	655.20
EL	360300	Splice, OH Automatic, #4 ACSR	38	0	38	$	2.77	$	105.39
EL	360301	Splice, OH Automatic, 336 AAC	44	0	44	$	14.75	$	649.14
EL	360302	Splice, OH Automatic, 795 AAC	22	0	22	$	35.36	$	777.96
EL	360303	Splice, OH Automatic, #6 Cu	60	0	60	$	2.46	$	147.85
EL	360304	Splice, OH Automatic, 336 ACSR	29	0	29	$	10.43	$	302.44
EL	360305	Link, Fig 8 Eye, 30,000# rating	61	0	61	$	8.94	$	545.19
EL	360307	Splice, OH Compression, 336 ACSR	21	0	21	$	14.41	$	302.61
EL	360308	Fuse, Link, T-Speed, 12 Amp K-Speed	15	0	15	$	2.64	$	39.64
EL	360309	Fuse, Link, K-Speed, 25 Amp	24	0	24	$	2.39	$	57.24
EL	360310	Fuse, Link, K-Speed, 65 Amp	36	0	36	$	4.10	$	147.54
EL	360311	Splice, OH Compression, 336 AAC	35	0	35	$	8.70	$	304.54
EL	360312	Switch, Airbreak, Switch Handle Extension Link	3	0	3	$	5,273.21	$	15,819.64
EL	360313	Staple, 1/4"x 1.5", Ground Wire	2	0	2	$	3.58	$	7.15
EL	360314	Cable, Guy Wire, 3/8" HS	2000	0	2000	$	0.29	$	574.40
EL	360315	Bracket, Crossarm, NEMA-B Cutout/Arrestor, C206-0283	77	0	77	$	5.65	$	435.28
EL	360316	Switch, Airbreak, Horiz Mount, Horiz Swing, Auto Ready	1	0	1	$	2,825.01	$	2,825.01
EL	360317	Tap Lug, #6-250 MCM	46	0	46	$	5.42	$	249.21
EL	360318	Tap Lug, 1/0-500 MCM	139	0	139	$	7.73	$	1,074.12

EL	360319	Lug, Ground Xfmr Tank #8-2/0	108	25	133	$	4.65	$ 618.26
CW	360319	Lug, Ground Xfmr Tank #8-2/0	0	25	25	$	4.65	$ 116.22
EL	360320	Meter, Terminal Lug, 5th Conductor Plug In (APP00035)	11	0	11	$	2.63	$ 28.92
EL	360321	Meter, Cluster, Primary 15KV	1	0	1	$	4,242.85	$ 4,242.85
EL	360324	XFMR, CT, Cabinet Mount 200:5	3	0	3	$	52.33	$ 156.99
EL	360325	XFMR, CT, Cabinet Mount, 400:5	3	0	3	$	51.08	$ 153.23
EL	360326	XFMR, 1 PH Pad, 25 kVA, DV 120/240 Type 1	4	0	4	$	1,384.01	$ 5,536.03
EL	360327	XFMR, 1 PH Pad, 50 kVA, DV 120/240 Type 1	0	3	3	$	1,976.58	$ 5,929.74
EL	360328	XFMR, 1 PH Pad, 75 kVA, DV 120/240 Type 1	14	0	14	$	1,216.15	$ 17,026.08
EL	360329	Lug, Compression 2 Hole, #2, Purple	29	0	29	$	2.23	$ 64.76
EL	360330	Tag, Decal, Fuse Size ID #2	19	0	19	$	4.63	$ 87.99
EL	360331	Tag, Decal, Fuse Size ID #3	29	0	29	$	3.77	$ 109.26
EL	360332	Tag, Decal, Fuse Size ID #4	13	0	13	$	4.05	$ 52.70
EL	360333	Tag, Decal, Fuse Size ID #5	21	0	21	$	4.05	$ 85.12
EL	360334	XFMR, CT, Bar Type 200:5	3	0	3	$	48.59	$ 145.77
EL	360335	Relay, Street Light, MR-DNX (277V) Spec 6863	1	0	1	$	837.71	$ 837.71
EL	360336	Elbow, 1" Rigid 90*, 24" Radius GALELB1X90X24	5	0	5	$	51.88	$ 259.38
EL	360337	Tie, Bare Wire, #4 ALUMINUM	3	0	3	$	1.67	$ 5.01
EL	360338	Tie, Bare Wire, #6 Al	7	0	7	$	1.67	$ 11.71
EL	360339	XFMR, CT, Bushing Mount, 200:5	6	0	6	$	48.59	$ 291.52
EL	360340	XFMR, CT, Pole Mount, 200:5, Lg. Hole	1	0	1	$	68.75	$ 68.75
EL	360341	XFMR, CT, Pole Mount, 400:5	6	0	6	$	54.73	$ 328.35
EL	360342	XFMR, CT, Pole Mount, 600:5	10	0	10	$	50.88	$ 508.81
EL	360344	XFMR, CT, Bushing Mount 600:5	3	0	3	$	51.43	$ 154.28
EL	360345	XFMR, CT, Bushing Mount 800:5	3	0	3	$	56.93	$ 170.78
EL	360346	XFMR, CT, Bushing Mount 1000:5	6	0	6	$	54.84	$ 329.01
EL	360347	XFMR, CT, Bushing Mount 1200:5	9	0	9	$	90.88	$ 817.89
EL	360348	XFMR, PT, 300-120 2.5:1	3	0	3	$	81.09	$ 243.28
EL	360349	XFMR, PT, 480-120 4:1	6	0	6	$	82.21	$ 493.27
EL	360350	Washer, Round, Galvanized, 1/2"	904	0	904	$	0.04	$ 36.88
EL	360351	Washer, Square Flat, 2.25"- 5/8" bolt	361	0	361	$	0.32	$ 114.08
EL	360352	Washer, Square Curved, 3" - 3/4" bolt	75	0	75	$	0.95	$ 71.20
EL	360353	Washer, Square Curved, 3" - 5/8" bolt	111	0	111	$	0.71	$ 78.58
EL	360354	Washer, Square Curved, 4" - 7/8" bolt	197	0	197	$	1.03	$ 202.48
EL	360355	Brace 28", Wood Crossarm, 18" Drop	210	0	210	$	3.74	$ 786.07
EL	360356	Brace 60", Wood Crossarm, 18" Drop	99	0	99	$	9.17	$ 907.65
EL	360357	XFMR, CT, Bar Type 400:5	9	0	9	$	49.59	$ 446.29
EL	360358	Pole, Wood, 50 Foot Class 1	11	0	11	$	623.22	$ 6,855.42
EL	360359	Switchgear, SPRAM4S 4S-BUSS TIE, 27kv	3	0	3	$	24,695.00	$ 74,085.00
EL	360360	Indicator, Fault, Overhead, F1-3AS24TRB, .25" - 1.26"	22	0	22	$	147.98	$ 3,255.63
EL	360361	Cable , Bare 1/0 ACSR Raven	12190	0	12190	$	0.25	$ 3,064.57
EL	360362	Cable, Bare 336 ACSR, Linnett	12292	0	12292	$	0.43	$ 5,284.33
EL	360363	Cable, Bare 795 AAC, Arbutus	14347	0	14347	$	1.31	$ 18,731.44
EL	360364	Crossarm, Wood Hughes DE, 3 5/8"x9.5"x10', 9,800# rating	6	0	6	$	0.84	$ 5.05
EL	360366	Lamp, Street Light 200W HPS	12	0	12	$	3.71	$ 44.55
EL	360367	Lamp, Street Light 400W HPS	31	0	31	$	3.95	$ 122.48
EL	360372	Lamp, Street Light 100W MH	5	0	5	$	2.81	$ 14.04
EL	360375	Pole, Breakaway Base, Street Light, 20"H, 11"-13" BC	8	0	8	$	134.24	$ 1,073.91
EL	360376	Pole, Street Light, Green Steel, 31' w/ 8' arm 11" BC	1	0	1	$	963.42	$ 963.42
EL	360377	Pole, Antique Street Light, Cast Aluminum, 10' T, 17" B, 10" BC, North Yorkshire	2	0	2	$	910.26	$ 1,820.52
EL	360378	Pole, Antique Street Light, Cast Aluminum, 12' T, 17" B, 10" BC, North Yorkshire	2	0	2	$	927.89	$ 1,855.78
EL	360379	Pole, Antique Street Light, Cast Aluminum, 14' T, 17" B, 10" BC, North Yorkshire	2	0	2	$	947.86	$ 1,895.71
EL	360382	LTt, GRN, 3000K CH, 100W LED, ATBS FMVOLT R3 XL P5 A0 NL RFD204077	3	0	3	$	148.50	$ 445.50
EL	360383	Switchgear, PVI62-386-12-62F 2S-4L 27kV	1	0	1	$	64,469.34	$ 64,469.34
EL	360385	LT, CH, 3KGRN, 250W LED, ATBM F MVOLT R3 3K XL P5 AO NL RFD214951	2	0	2	$	385.00	$ 770.00
EL	360386	Cable, Jumper, Bare #2 Cu stranded	5	0	5	$	5.46	$ 27.29
EL	360387	Lock, Rotary Shackle	317	0	317	$	5.38	$ 1,706.09
EL	360390	Pole, Antique Street Light, Base Cover, Green	7	0	7	$	113.30	$ 793.10
EL	360391	Pole, Street Light, 35 foot, Single Arm, Rivery	2	0	2	$	1,491.11	$ 2,982.22
EL	360392	Light, Cobra Head, 200w HPS, Type 2 Cutoff, Rivery	3	0	3	$	99.61	$ 298.84
EL	360394	Conduit, SCH 40 PVC. 2"X 20'ft. W/Bell End	169	0	169	$	48.05	$ 8,120.11
EL	360395	Conduit, SCH 40 PVC, 3" x 20', w/ Bell end	42	0	42	$	5.59	$ 234.81
EL	360396	Conduit, SCH 40 PVC, 4" x 20', w/ Bell end	119	0	119	$	113.72	$ 13,533.16
EL	360397	Conduit, SCH 40 PVC, 6" x 20', w/ Bell end	74	0	74	$	9.48	$ 701.35
EL	360399	Rod, Ground, 5/8" x 8'	93	0	93	$	9.44	$ 877.72
EL	360401	Cable, 600 Volt, #12 Cu THHN-THWN Single Strand	1	0	1	$	0.15	$ 0.15
EL	360402	Connector, 4 port,Gelport Submersible, GPRT-350-4P-C , #12-350	57	0	57	$	13.98	$ 796.60
EL	360403	A307 HEX BOLT WITH FIN HEX NUT ASSEMBLED 1/2"X 2"	150	0	150	$	0.38	$ 57.48
EL	360405	Breaker, Substation, Siemens SDV-7-SEW/TYPEVS2500BINT. 2000A 27.65KV	1	0	1	$	18,693.65	$ 18,693.65
EL	360407	Pad, Precast Switchgear 100"x86", Front/Rear Load Style	1	0	1	$	745.12	$ 745.12
EL	360409	Photo Control, LED, DLL127F 1.5 J50	56	0	56	$	10.50	$ 587.72
EL	360410	Washer, Bellville Stainless , 1/2"	651	0	651	$	0.08	$ 51.30
EL	360411	Wipes, cable, 304030, Brulin, 6 per case	13	0	13	$	22.00	$ 286.00
EL	360412	Fuse, Link, K-Speed, 80 Amp	27	0	27	$	3.71	$ 100.30
EL	360413	Fuse, Link, T-Speed, 1 Amp	38	0	38	$	1.89	$ 71.79
EL	360414	Cable, OH Secondary, #2 TPX, Conch	2500	0	2500	$	0.38	$ 943.50
EL	360415	XFMR, 3 PH Pad, 1500kVA, 14.4/4160 - 240	1	0	1	$	16,628.34	$ 16,628.34
EL	360416	Fuse, Link, T-Speed, 2 Amp	29	0	29	$	2.11	$ 61.17
EL	360417	Cable, OH Secondary, #4 TPX, Periwinkle	3000	0	3000	$	0.28	$ 840.60
EL	360419	Tag, Cable ID, Blue Phase, (remove only)	4	0	4	$	6.49	$ 25.96
EL	360420	Tag, Cable ID, Red Phase, (remove only)	4	0	4	$	6.49	$ 25.96
EL	360421	Cable, OH Secondary, #1/0 QPLX, Costena	2040	0	2040	$	1.11	$ 2,264.81
EL	360422	Cable, OH Secondary, #1/0 TPX, Neritina	4000	0	4000	$	0.93	$ 3,727.20
EL	360423	Ground Sleeve, Metal, for Junction Box, GS206622W, 20" x 66" x 22"	1	0	1	$	191.17	$ 191.17
EL	360424	Cable, URD Secondary, 350 MCM Al QPLX, Slippery Rock	2825	0	2825	$	2.85	$ 8,065.09
EL	360425	XFMR-VS, 1 PH Pad, 25 kVA, DV 120/240 Type 2	1	0	1	$	7,215.00	$ 7,215.00
EL	360426	XFMR, 15KVA, DV, 240/120 POLE 1PH	1	2	3	$	472.16	$ 1,416.48
EL	360428	Tag, Decal, Fuse Size ID #6 & #9	50	0	50	$	2.67	$ 133.38
EL	360429	Tag, Decal, Fuse Size ID #8	16	0	16	$	2.67	$ 42.68
EL	360430	Pole, Wood, 35 Foot Class 4	25	0	25	$	240.24	$ 6,006.00

EL	360431	Tag, Decal, Fuse Size ID #0	39	0	39	$	2.67	$ 104.03
EL	360432	Tag, Cable ID, White Phase, (remove only)	4	0	4	$	6.52	$ 26.07
EL	360433	Tag, Decal, Cable ID, Directional Arrow (Y653683)	550	0	550	$	1.09	$ 601.98
EL	360434	Bolt, Machine, 1/2" x 8"	39	0	39	$	0.41	$ 16.18
EL	360435	Bolt, Machine, 5/8" x 6"	71	0	71	$	0.63	$ 44.62
EL	360436	Tag, Decal, Pad XFMR Number ID	350	0	350	$	1.40	$ 490.88
EL	360437	Tag, Pole, GLN Metal Plate	234	0	234	$	0.61	$ 141.57
EL	360438	Tag, Pole, GLN Metal Plate, ID Logo	298	0	298	$	0.32	$ 96.70
EL	360439	Tag, Pole, GLN Adhesive Plate	147	0	147	$	0.83	$ 121.28
EL	360440	Tag, Decal, GLN #0	10	0	10	$	2.86	$ 28.60
EL	360441	Tag, Decal, GLN #1	15	0	15	$	2.86	$ 42.90
EL	360442	Tag, Decal, GLN #2	11	0	11	$	2.86	$ 31.46
EL	360443	Tag, Decal, GLN #3	14	0	14	$	2.86	$ 40.04
EL	360444	Tag, Decal, GLN #4	10	0	10	$	2.86	$ 28.60
EL	360445	Clamp, Deadend, Bare Conductor #6-2/0 w/ U-Bolt, 1 Bolt, ADSB48N	96	0	96	$	7.80	$ 748.80
EL	360446	Clamp, Deadend, Bare Conductor #336.4 - #954 w/ U-Bolt	12	0	12	$	78.72	$ 944.65
EL	360447	Guy, Tee, Double, 35000#	15	0	15	$	2.86	$ 42.90
EL	360448	Washer, Spring Dbl. Coil Lock, 3/4"	67	0	67	$	0.36	$ 24.01
EL	360450	Socket,Trans Socket, For 9S Meter	2	0	2	$	41.17	$ 82.34
EL	360451	Tag, Decal, GLN #5	10	0	10	$	2.86	$ 28.60
EL	360452	Tag, Decal, GLN #6	11	0	11	$	2.86	$ 31.46
EL	360453	Holder, Fuse Bayonet	1	0	1	$	15.13	$ 15.13
EL	360455	Decal, GLN, Letter A, U10B0SYB-120-A	16	0	16	$	2.86	$ 45.76
EL	360456	Decal, GLN, Letter B, U10B0SYB-120-B	16	0	16	$	2.86	$ 45.76
EL	360457	Decal, GLN Letter C, U10B0SYB-120-C	17	0	17	$	2.86	$ 48.62
EL	360458	Clamp, 2", CSTK2	30	0	30	$	2.39	$ 71.76
EL	360459	Clamp, 3" CSTK3	30	0	30	$	2.92	$ 87.58
EL	360460	Pad, 1 PH Xfmr Polymer, 42"x42"x3"	20	0	20	$	70.40	$ 1,407.96
EL	360461	Clamp, 4", CTSK4	30	0	30	$	2.63	$ 78.90
EL	360462	Clamp, 6" CSTK6	26	0	26	$	4.63	$ 120.39
EL	360463	XFMR, 3 PH Pad, 150 KVA, 14.4-120/208	0	2	2	$	-	$ -
EL	360464	XFMR, 3 PH Pad, 225 KVA, 14.4-120/208	0	2	2	$	-	$ -
EL	360465	Insulator, Universal, Vise Top, 25KV IP-25-VTU2, 1 3/8" thread	30	0	30	$	12.51	$ 375.34
EL	360468	Pad, 4- Way Meter Pedestal 30" X 30" (P3030)	6	0	6	$	196.56	$ 1,179.36
EL	360469	Tag, Decal, GLN #7	10	0	10	$	2.86	$ 28.60
EL	360470	Tag, Decal, GLN #8	10	0	10	$	2.86	$ 28.60
EL	360475	Tangent Assembly, Trunion, PLP 4450100, For Fiber Optic	13	0	13	$	34.59	$ 449.62
EL	360476	Battery, 12 Volt 8 AH (SLA1075)	16	0	16	$	10.99	$ 175.91
EL	360478	Tag, Decal, GLN #9	12	0	12	$	2.86	$ 34.32
EL	360479	Tag, Cable, Blank for Secondary/Service ID	10	0	10	$	14.30	$ 143.00
EL	360480	Marker, Sign, Red Electric Warning	10	0	10	$	40.26	$ 402.60
EL	360481	Paint, Spray can, Pad XFMR touchup	32	0	32	$	11.63	$ 372.31
EL	360484	Street light pole, antique, 16', green, NYA 16F5J 17 P07 ABG BN	1	0	1	$	1,250.07	$ 1,250.07
EL	360485	Router, Cellular, Vanguard 3000	2	0	2	$	457.19	$ 914.38
EL	360486	Controller, Street Light, 2 pole 60 amp	1	0	1	$	327.25	$ 327.25
EL	360487	Metal Ground Sleeve 48" , GS204822W	2	0	2	$	231.21	$ 462.42
EL	360488	Extension Link, AR13P For 360418	2	0	2	$	74.53	$ 149.05
EL	360489	Circuit Breaker UQFB-200	1	0	1	$	127.13	$ 127.13
EL	360490	Tag, 5X8" Wire Cut Footage	365	0	365	$	0.73	$ 266.71
EL	360491	Tag, Metal Holder, Vertical, TH-5A-SL	504	0	504	$	0.37	$ 188.09
EL	360492	Number, For Pole Tag, Vertical, V500 (0 through 9)	990	0	990	$	0.13	$ 133.45
EL	360493	50WLED LAMP AFIT-A1U-N30R40RWH FULL CUTOFF	7	0	7	$	-	$ -
EL	360494	CT, 500:5, .15%Accuracy, Bushing COV-6 NO Bar, No Base Plate	2	16	18	$	89.38	$ 1,608.75
EL	360495	Letter, A, 2RY-A-Sheet	6	0	6	$	3.12	$ 18.74
EL	360496	Letter, B, 2RY-B-Sheet	6	0	6	$	3.12	$ 18.74
EL	360497	Letter, C, 2RY-C-Sheet	7	0	7	$	3.12	$ 21.87
EL	360498	Street light, 2 head, green SSA1244C, 100W HPS, 12'	1	0	1	$	-	$ -
EL	360499	Switch, Airbreak, Vert Mount, Horiz Swing, Auto Ready	1	0	1	$	2,525.82	$ 2,525.82
EL	360500	Arm, Street Light, 8' upswept, Galv	13	0	13	$	142.35	$ 1,850.55
EL	360502	Pull Box, Fiber, 30" x 48" x 36" PCA304836-90248, Says "FIBER" on lid 4 Holes	7	0	7	$	543.18	$ 3,802.29
EL	360505	Splice, Guy Wire, Auto, 3/8", GLS5002, 50 per box	43	0	43	$	9.82	$ 422.06
EL	360506	Deadend, Auto, Guy Wire, GDES102,3/8" 50 per box	83	0	83	$	10.60	$ 879.92
EL	360507	Splice Box, Plus Lid Quazite, 12" X 12" X 12"	20	0	20	$	84.89	$ 1,697.85
EL	360508	Control, Cap Bank, SEL-07340N9F3D3626E8G6G3C0008	5	0	5	$	2,457.00	$ 12,285.00
EL	360509	Bracket, Cap Mtg, SEL-915900215 Mounting Bracket	10	0	10	$	117.00	$ 1,170.00
EL	360510	Sleeve, Security, SEL-9250011	5	0	5	$	2.46	$ 12.29
EL	360511	Cable, 40 Foot, SEL-C556-040 40' CABLE	2	0	2	$	1,002.49	$ 2,004.97
EL	360512	Sleeve, Security, SEL-915900311	4	0	4	$	124.32	$ 497.27
EL	360514	Elbow probe, 1/0 for 360024, Elasatimold # 274LRG	6	0	6	$	61.20	$ 367.22
EL	360517	Socket, Meter, 3 Ph, 320 Amp, 7 Terminal, Lever Bypass, Overhead	10	0	10	$	137.50	$ 1,375.00
EL	360519	Socket, Meter, 1 Ph, 320 Amp, 4 Terminal, Lever Bypass, Overhead	2	0	2	$	99.00	$ 198.00
EL	360520	Sealing Kit, 600 amp Elbow Cold Shrink, 500 Cu, 260 mil, 1.28"-2.67" Jacketed	3	0	3	$	15.60	$ 46.80
EL	360521	Socket, Meter, 1 Ph, 200 Amp, 4 Terminal, Offset Underground	7	54	61	$	51.78	$ 3,158.60
EL	360522	Socket, Meter, 1 Ph, 320 Amp, 4 Terminal, Lever Bypass, Offset Underground	7	0	7	$	123.75	$ 866.25
EL	360523	Socket, Meter, 3 Ph, 320 Amp, 7 Terminal, Lever Bypass, Offset Underground	10	0	10	$	162.53	$ 1,625.25
EL	360524	Tag, Cable ID, Red A Phase (URD-A)	46	0	46	$	1.60	$ 73.55
EL	360525	Tag, Cable ID, White B Phase (URD-B)	33	0	33	$	1.60	$ 52.77
EL	360526	Tag, Cable ID, Blue C Phase (URD-C)	38	0	38	$	1.60	$ 60.76
EL	360527	Decal, 4"x6" Normal Open	60	50	110	$	1.13	$ 124.39
EL	360529	Sealing Kit, 600 amp Elbow Cold Shrink, 1000 Al, 260 mil	18	0	18	$	11.83	$ 212.85
EL	360530	Meter Can, W/ 200AMP Brkr & Closing Plate (S-4067-XL-200)	7	0	7	$	153.07	$ 1,071.48
EL	360531	Box, Plus Lid, 17" X 30" X 18"	5	0	5	$	137.50	$ 687.50
EL	360535	METER,BOX, 7 Term Ringless, 200 Amp, 3PHASE, URD	5	0	5	$	122.20	$ 611.02
EL	360537	Band, Retaining, 11/4"X 62" (BAD2PLK-62)	18	0	18	$	12.76	$ 229.67
EL	360538	Bracket, Pole 12" Bar (BASOCL6-12-FW)	28	20	48	$	30.42	$ 1,460.16
EL	360539	Band, Retaining 11/4"X86" BAD2PLK-86	16	0	16	$	27.81	$ 444.91
EL	360540	Bracket, Pole 24" Bar (BASOCL624FW)	32	0	32	$	22.30	$ 713.74
EL	360541	Cut out barrell, for 360227	6	0	6	$	24.75	$ 148.50
EL	360544	Armor Rod, #4 ACSR, Orange	23	0	23	$	3.20	$ 73.67
EL	360545	Armor Rod, #1/0 ACSR, Yellow	63	0	63	$	6.01	$ 378.76

EL	360547	Armor Rod, #336 AAC, Brown	37	0	37	$	14.23	$ 526.66
EL	360548	Armor Rod, #336 ACSR, Green	50	0	50	$	15.59	$ 779.44
EL	360550	Light, LED Autobahn 100W EQ, 3K Type II, Gray Cobra Heads	117	0	117	$	50.70	$ 5,931.90
EL	360552	Bracket, XFMR, Secondary lead clamp	230	0	230	$	9.97	$ 2,294.09
EL	360553	Bracket, Fiberglass, 3 Phase Equipment, Clover Leaf	8	30	38	$	169.71	$ 6,448.91
EL	360554	Crossarm, Sgl. Standard Fiberglass,Tangent 3.5'x4.5'x8', 4,000# Rating	24	0	24	$	110.38	$ 2,649.14
EL	360555	Crossarm, Heavy Fiberglass,Deadend 3.5'x4.5'x8', 10,000# Rating	12	0	12	$	115.83	$ 1,389.96
EL	360557	Bracket, Alum, 3 Phase Term/Arr Mount,	7	0	7	$	195.00	$ 1,365.00
EL	360567	Insulator, Guy Strain, 78", 21,000" rating	22	0	22	$	18.44	$ 405.61
EL	360569	Moulding, Wood, Pole Ground Cover 3/4" x 8'	16	0	16	$	11.31	$ 180.96
EL	360570	Pin, Pole Top 21", 4.5" offset	82	0	82	$	10.36	$ 849.47
EL	360571	Pole, Foam Kit 25#	25	0	25	$	79.01	$ 1,975.20
EL	360572	Lube, Penetrating Gel Spray (1488911209)	10	0	10	$	7.33	$ 73.31
EL	360575	Sensor, Line post, 15KV, 9650/E1X04A/720/10M Lindsey, 7,200 V	9	0	9	$	792.30	$ 7,130.72
EL	360576	Sensor, Line Post, 25KV, 9660/E1X40A/1355/10M, Lindsey, 14,400 V	11	0	11	$	714.00	$ 7,853.98
EL	360577	Sensor, Neutral Assembly, With Socket, R-22981S	7	0	7	$	507.00	$ 3,549.00
EL	360579	Tag, Decal, Pole XFMR ID Number	400	0	400	$	0.69	$ 275.00
EL	360580	Pole Number, Location, 1" x 36"	500	0	500	$	0.33	$ 165.00
EL	360581	Pole Number ,#0 - #9, Blk On Yellow	49	0	49	$	3.14	$ 153.62
EL	360582	Tag, Decal, Phase ID A/B/C, 1.5"	183	0	183	$	4.37	$ 800.17
EL	360602	Street Light, 120W LED 3000KK Grey, ATBMEMVOLTR33KXLP5AONLRFD214953	12	0	12	$	368.83	$ 4,425.96
EL	360605	XFMR, 1.5KVA DV 120/240, For Cap Bank Controllers	4	0	4	$	499.94	$ 1,999.74
EL	360607	Conn. WR289 HTap 2/0- #6 Comp (#3)	100	0	100	$	0.45	$ 45.44
EL	360609	Tie, Preformed, 4/0 Spool Tie (SPL-1358P)	28	0	28	$	2.41	$ 67.44
EL	360611	Insulator, Polymer, 25kV, deadend	78	0	78	$	10.94	$ 852.99
EL	360616	Arm, Street Light, 1.25" x 16', wood pole	13	0	13	$	420.75	$ 5,469.75
EL	360621	XFMR, 1 PH Pole, 15 kVA, 14.4-277/480	1	0	1	$	630.55	$ 630.55
EL	360622	Pole, Street Light, 35 foot, Double Arm, Rivery	1	0	1	$	3,442.14	$ 3,442.14
EL	360623	Pole, Street Light, 40'ft. Double 8' Arm, Galvanized (SA/ST40S-8-8-GV-HH-AB	9	0	9	$	2,339.26	$ 21,053.36
EL	360624	Pole, Street Light, 25 foot,W/ 6' Single Arm, Aluminum	8	0	8	$	810.77	$ 6,486.17
EL	360625	Pole, Street Light, 25 foot, Single Arm, Aluminum, Handhole cover	4	0	4	$	36.12	$ 144.47
EL	360626	Pole, Street Light 40'ft, Single 8' Arm Galvanized (SA/ST 40S-8-GV-HH-AB)	1	0	1	$	1,482.25	$ 1,482.25
EL	360627	Shunt,Capacitor Shunt	8	0	8	$	634.11	$ 5,072.89
EL	360628	Shunt, Capacitor Shunt	4	0	4	$	748.81	$ 2,995.23
EL	360629	Bracket, Fiberglass, Single, Cloverleaf	34	0	34	$	37.99	$ 1,291.66
EL	360631	XFMR, 1 PH Pad, 167 kVA, DV 120/240 Type 1	0	2	2	$	-	$ -
EL	360632	Bend, Rigid, 2" x 90 deg, 36"radius	44	0	44	$	8.42	$ 370.30
EL	360633	Cable, URD Secondary, 350 TPX, Wesleyan	4346	0	4346	$	2.37	$ 10,288.29
EL	360634	Cable, URD Secondary, 500 TPX, Rider	1820	0	1820	$	4.37	$ 7,944.30
EL	360635	Bend, SCH 40 PVC, 6" x 90 deg, 36" radius	24	0	24	$	31.08	$ 745.92
EL	360636	Pole, Street light, 35'ft. Single 8' Arm Galv. (SA/ST35S-8-GV-HH-AB)	9	0	9	$	1,229.64	$ 11,066.79
EL	360637	Light Security, LED (BR1S) Head & Shield	58	0	58	$	96.25	$ 5,582.50
EL	360639	Bend, SCH 40 PVC, 2" x 90 deg, 24" radius, w/ 1 Bell end	3	20	23	$	8.96	$ 206.12
EL	360640	Elbow, 6", 45°, SCH40, 48" Radius	10	0	10	$	23.53	$ 235.33
EL	360641	Light, Cobra Head, 200w HPS, Type 3 Cutoff, Bronze	2	0	2	$	80.78	$ 161.56
EL	360642	Foundation, Street Light, Auger Style, 11"-17" Bolt Circle	7	0	7	$	370.50	$ 2,593.50
EL	360643	CT, 1000:5, 0.15% Accuracty, Bushing no baseplate, no bar, COV1000ANN	3	0	3	$	93.18	$ 279.53
EL	360645	Capacitor Rack, CCR-6, for Capacitors	4	0	4	$	520.36	$ 2,081.44
EL	360646	CT, 500:5 Baseplate, no bar, .15% acc. Com-6	4	0	4	$	95.56	$ 382.25
EL	360647	CT, 600:5 Low Baseplate W/Bar, .15% acc. COS-6	9	0	9	$	96.58	$ 869.22
EL	360650	Cable, Conn. Neutral 4 to 1, 3 Phase, R-22748/40, 35, 45' Cable for LPS	10	0	10	$	989.11	$ 9,891.10
EL	360652	Banding, SS, 5/8" x .030- 100' per roll SS201S625	5	0	5	$	231.61	$ 1,158.03
EL	360653	Buckles, SS, 5/8" 50/carton SS201B625	11	0	11	$	12.92	$ 142.10
EL	360658	Bracket,Mounting Outdoor Term. 1/0 O.D. 1.10"-1.50" (MB-4)	13	0	13	$	11.05	$ 143.60
EL	360675	XFMR, 1 PH Pad, 167 KVA 14.4 120/240 Type 2	3	0	3	$	4,137.06	$ 12,411.18
EL	360687	Connector, Insulink, #8-#8, Green/Green	175	0	175	$	0.11	$ 19.25
EL	360688	Connector, Insulink, #6-#10, Blue/Brown	175	0	175	$	0.11	$ 19.25
EL	360689	Connector, Insulink, #6-#8, Blue/Green	141	0	141	$	0.11	$ 15.51
EL	360690	Connector, Insulink, #6-#6, Blue/Blue (IC864-1)	50	0	50	$	0.25	$ 12.38
EL	360691	Connector, Insulink, #4-#10, Orange/Brown	205	0	205	$	0.11	$ 22.55
EL	360692	Connector, Insulink, #4-#8, Orange/Green	201	0	201	$	0.11	$ 22.11
EL	360693	Connector, Insulink, #4-#6, Orange/Blue	142	0	142	$	0.11	$ 15.62
EL	360694	Connector, Insulink, #4-#4, Orange/Orange	47	0	47	$	0.25	$ 11.63
EL	360695	Connector, Insulink, #2-#8, Red/Green	187	0	187	$	0.11	$ 20.57
EL	360696	Connector, Insulink, #2-#2, Red/Red	62	0	62	$	0.25	$ 15.35
EL	360697	Connector, Insulink, #2-#4, Red/Orange	40	0	40	$	0.25	$ 9.90
EL	360698	Connector, Insulink, #2-#6, Red/Blue	81	0	81	$	0.11	$ 8.91
EL	360699	Connector, Insulink, #1/0-#2, Yellow/Red	21	0	21	$	0.28	$ 5.78
EL	360701	Connector, Finger Mole, #12-350, 6 Tap, Blackburn	18	0	18	$	10.91	$ 196.33
EL	360702	Lug, Compression 2 Hole, 650-1000,	16	0	16	$	5.09	$ 81.40
EL	360703	Connector, Finger Mole, #6-500, 6 Tap, Burndy	2	0	2	$	-	$ -
EL	360704	Connector, Finger Mole, #12-500, 4 Tap, Raychem GPRT-500-4P-C (86)	31	0	31	$	25.63	$ 794.53
EL	360705	Connector, Finger Mole, #10-500, 4 Tap, Utilco	24	0	24	$	15.13	$ 363.00
EL	360706	Tag, Cable, White 2"x2.5" with cover	669	0	669	$	0.42	$ 281.78
EL	360707	Tag, Cable, Red 2"x2.5" with cover	567	0	567	$	0.42	$ 238.82
EL	360708	Tag, Cable, Blue 2"x2.5" with cover	399	0	399	$	0.42	$ 168.06
EL	360709	Termination, Outdoor 500 MCM Cu, 260 mil 25kV	3	0	3	$	193.88	$ 581.64
EL	360710	Grip, Riser Cable, Offset Eye Type, 1"-1.24'	17	0	17	$	16.23	$ 275.83
EL	360711	Grip, Riser Cable, Offset Eye Type, 2"-2.5"	5	0	5	$	23.33	$ 116.67
EL	360712	Grip, Riser Cable, Offset Eye Type, 3.5"-4"	3	0	3	$	11.28	$ 33.85
EL	360713	U-Guard, Back Plate, 6"x10'	9	0	9	$	77.06	$ 693.50
EL	360714	Pedestal, Meter, 14"x14"x35", 4 Position	3	0	3	$	199.68	$ 599.04
EL	360715	Pedestal, Secondary, 1PH, 10"x14"x30"	2	0	2	$	178.75	$ 357.50
EL	360716	Pedestal, Secondary, 3PH, 16"x28"x30"	3	0	3	$	436.54	$ 1,309.61
EL	360717	U-Guard, Back Plate, 2"x10'	17	0	17	$	2.79	$ 47.35
EL	360719	U-Guard, Back Plate, 4"x10'	18	0	18	$	3.88	$ 69.81
EL	360720	U-Guard, Back Plate, 5"x10'	10	0	10	$	6.16	$ 61.60
EL	360721	U-Guard, 2"x10'	1	0	1	$	6.31	$ 6.31
EL	360722	U-Guard, 6"x10'	9	0	9	$	29.97	$ 269.71
EL	360723	U-Guard, 4"x10'	1	0	1	$	13.40	$ 13.40

EL	360724	U-Guard, 5"x10'	8	0	8	$	29.44	$ 235.52
EL	360725	U-Guard, Vent Boot, 2"-3"	3	0	3	$	10.04	$ 30.11
EL	360726	U-Guard, Vent Boot, 4"-6"	10	0	10	$	15.08	$ 150.83
EL	360727	Conduit, Fitting, SCH 40 PVC Conduit Bell End, 2"	45	0	45	$	2.24	$ 100.63
EL	360728	U Guard 36" x 16" Vent Boot ADPARBT	2	0	2	$	119.63	$ 239.25
EL	360729	Conduit, Fitting, SCH 40 PVC Conduit Bell End, 4"	51	0	51	$	1.51	$ 77.18
EL	360730	Conduit, Fitting, SCH 40 PVC Conduit Bell End, 5"	30	0	30	$	5.09	$ 152.63
EL	360731	Pedestal, Stake 40",36"	90	0	90	$	9.08	$ 816.75
EL	360733	Switchgear, PVI 21386043 , 2S-NO Load 27kV	1	0	1	$	24,375.00	$ 24,375.00
EL	360735	Connector, Insulink, #1/0-#4, Yellow/Orange	40	0	40	$	0.30	$ 12.10
EL	360737	Cable, Bare #4 Cu Solid	6	0	6	$	0.67	$ 4.02
EL	360739	Splice, OH Compression, #4 Cu Solid	85	0	85	$	2.78	$ 236.09
EL	360741	Anchor, Helix, Single 10", w/ 3/4"x7' rod	6	0	6	$	16.23	$ 97.35
EL	360742	Anchor, Helix, Double 8", w/ 1"x7' rod	5	0	5	$	20.08	$ 100.38
EL	360743	Bolt, Machine, 1/2" x 10"	111	0	111	$	0.45	$ 50.09
EL	360744	Bolt, Machine, 1/2" x 12"	178	0	178	$	0.88	$ 156.21
EL	360749	Bracket, Fiberglass Standoff, 20" Single Position Vertical Pin Type	11	0	11	$	28.85	$ 317.33
EL	360750	Clamp, Dead End, Clevis 5/8	50	0	50	$	3.44	$ 171.88
EL	360752	Crossarm, Sgl. Fiberglass Deadend 4" x 6" x 8'	6	0	6	$	173.23	$ 1,039.40
EL	360753	Crossarm, Sgl. Fiberglass Deadend 4" x 71/2" x 10'	6	0	6	$	361.14	$ 2,166.84
EL	360756	Pole, Foam Kit, 10lb, 3.5 CuFt	2	0	2	$	49.39	$ 98.78
EL	360757	Guy, Sidewalk Attachment Pole End, 2" pipe	2	0	2	$	8.58	$ 17.17
EL	360758	Guy, Sidewalk Attachment Strand End, 2" pipe	3	0	3	$	8.59	$ 25.77
EL	360759	Guy, Pole Eye Plate, 28,000 Lb. Cap	33	0	33	$	6.87	$ 226.59
EL	360760	Crossarm, Sgl. Fiberglass Tangent 3.5" x 4.5" x 10'	40	0	40	$	180.70	$ 7,227.86
EL	360761	Insulator, Guy Strain, 21", 21,000" rating	24	0	24	$	15.76	$ 378.21
EL	360762	Cable, Hendrix #2 Stranded Tap Wire (TAP02CUSTR-03)	750	0	750	$	3.72	$ 2,790.45
EL	360770	Label, Transformer Warning 10 1/2" X 10"	250	150	400	$	5.29	$ 2,114.72
EL	360778	Pole, Wood, 55 Foot Class 1	19	0	19	$	741.00	$ 14,079.00
EL	360779	Pole, Wood, 60 Foot Class 1	14	0	14	$	936.00	$ 13,104.00
EL	360780	Pole, Wood, 65 Foot Class 1	18	0	18	$	1,170.00	$ 21,060.00
EL	360781	Capacitor Bank, PM, 14.4, Switched, 600 KVAR 125kv bil Grnd. WYE PB06U2Y1UGE6X	3	0	3	$	5,014.95	$ 15,044.86
EL	360783	Capacitor Bank, PM, 14,4, Ind. Swtich 600 KVAR, PB06U2YUGESXGT002, BIL, GRND WYE	2	0	2	$	12,090.00	$ 24,180.00
EL	360785	Switch Disconnect 27 KV 900 AMP (M3C259B)	15	0	15	$	180.93	$ 2,714.01
EL	360788	Connector, Wedge A336 - B500 (WCY61)	17	0	17	$	10.57	$ 179.75
EL	360789	Connector, Wedge A500 - B795 W/Booster (ACY75PB)	28	0	28	$	-	$ -
EL	360790	Capacitor, 72000 200KVAR 26B 60HZ, CPE200A0720082	1	0	1	$	481.85	$ 481.85
EL	360796	Street Light, Ballast Kit, 100W Hps	6	0	6	$	67.08	$ 402.46
EL	360799	Light, Security Type 5 Replacement Lense	5	0	5	$	9.14	$ 45.71
EL	360803	XFMR, 3 PH Pad Delta , 75 kVA, DV-120/240	2	0	2	$	19,151.34	$ 38,302.68
EL	360804	Connector, Piercing for Metering Installation, A 2/0-#4 - B #10-#14	19	0	19	$	9.90	$ 188.10
EL	360805	XFMR, 3 PH Pad, 100 KVA 14.4 277/480	0	1	1	$	-	$ -
EL	360806	XFMR, 150KVA, Pad, DV, 120/240, 3PH	1	0	1	$	19,847.88	$ 19,847.88
EL	360807	XFMR, 225KVA, Pad, DV, 120/240, 3PH, Delta With Mid Tap	2	0	2	$	21,064.68	$ 42,129.36
EL	360809	Street Light, Fuse Holder, Disconnectable	20	10	30	$	12.38	$ 371.25
EL	360810	ARM, MAST ALUMINUM 1-1/4" X 24" (912401)	9	0	9	$	22.82	$ 205.36
EL	360811	Street Light, Termination, (2) Line (1) Load	116	0	116	$	23.40	$ 2,714.69
EL	360831	Connector, Insulink, #1/0-#6, Yellow/Blue	163	0	163	$	0.11	$ 17.93
EL	360833	Connector, Insulink, #1/0-#1/0, Yellow/Yellow	56	0	56	$	0.28	$ 15.40
EL	360840	XFMR, 1 PH Pad 25 KVA 14.4 120/240 Type 1	0	2	2	$	-	$ -
EL	360841	XFMR, 1 PH Pad, 50 KVA 14.4 120/240 Type 1	0	6	6	$	-	$ -
EL	360842	XFMR, 1 PH Pad, 75 KVA 14.4 120/240 Type1	1	0	1	$	-	$ -
EL	360843	Connector Sleeve, #1/0 Service splice, Yellow	150	0	150	$	0.96	$ 144.38
EL	360845	Connector Sleeve, #2 Neutral splice, Red	27	0	27	$	0.80	$ 21.53
EL	360852	Connector Sleeve, #4 Service splice, Orange	84	0	84	$	0.80	$ 66.99
EL	360871	Street Light, Photocell, Power Eye Adapter	11	0	11	$	68.75	$ 756.25
EL	360872	Pedestal Meter, 2-Position SKT/BRK/PED. 200 A (TBA23894A/1012626)	33	0	33	$	1,053.00	$ 34,749.00
EL	360874	Pedestal Meter, 1-Position SKT/BRK/PED. 320 A (TBA23932/1012625)	2	0	2	$	1,128.77	$ 2,257.54
EL	360876	Pedestal Meter 1-Position SKT/BRK/PED 200A (TBA23933/1012649)	25	0	25	$	323.78	$ 8,094.44
EL	360880	Arrester, Lightning, Mid Span, 602015BOX1001 18KV MOV/ 15.3KV MCOV	6	0	6	$	61.07	$ 366.42
EL	360882	Ballast Kit, Streetlight, Metal Hallide	17	0	17	$	42.35	$ 719.95
EL	360883	Elbow, Arrester, 8.3kV MCOV	5	0	5	$	60.50	$ 302.50
EL	360884	Connector Sleeve, #6 Service splice, Blue	42	0	42	$	0.30	$ 12.71
EL	360885	Arrester, Distribution Polymer, 18kv MOV, w/ xfmr mount bkt	45	6	51	$	45.07	$ 2,298.75
EL	360886	Connector Sleeve, #1/0 Neutral Splice, Yellow	59	0	59	$	0.50	$ 29.21
EL	360887	Streetlight, Starter Kit, 100W HPS	4	0	4	$	22.00	$ 88.00
EL	360888	Streetlight, Starter Kit, 200-400W	8	0	8	$	20.90	$ 167.20
EL	360894	Connector, Crimpit, #2 - #2Cu Stranded	227	0	227	$	0.90	$ 203.30
EL	360895	Connector, Crimpit, #2 - #4 Cu	197	0	197	$	0.55	$ 108.35
EL	360896	Connector Crimpit, 4/0 - #2 Cu Stranded	90	0	90	$	3.08	$ 277.04
EL	360898	Lug, Compression 2 Hole, 600, Green	18	0	18	$	16.23	$ 292.05
EL	360899	Lug, XFMR Buss Bar Extension	75	0	75	$	17.88	$ 1,340.63
EL	360900	Lug, Compression 2 Hole, 500, Pink	22	0	22	$	10.45	$ 229.90
EL	360901	Lug, Compression 2 Hole, 4/0, White	49	0	49	$	4.76	$ 233.48
EL	360902	Connector, Barrell Compression Type, for 500 CU Straight Splice	6	0	6	$	4.40	$ 26.40
EL	360903	Lug, Compression 2 Hole, 795, Gray	74	0	74	$	11.00	$ 814.00
EL	360904	Lug, XFMR Bushing, 4 single hole	37	0	37	$	13.75	$ 508.75
EL	360905	Lug, Compression 2 Hole, 500, Long Barrel, Brown	10	0	10	$	26.77	$ 267.68
EL	360906	Lug, Compression 2 Hole, 300-350, Brown	27	0	27	$	4.51	$ 121.68
EL	360908	Lug, Compression 2 Hole, 300-600, Orange	19	0	19	$	6.88	$ 130.63
EL	360909	Bushing Secondary XFMR Spade 6-Hole 5/8" Stud (RLSS350-6SLI	6	0	6	$	8.53	$ 51.15
EL	360914	Pin Adapter, 1-3/8" Thread Use On 5/8" Bolt (DP1A2)	27	0	27	$	8.44	$ 227.91
EL	360921	Socket, Meter for VT Pack (TS-PTS-GRGTWN-13)	10	0	10	$	321.75	$ 3,217.50
EL	360922	XFMR, VT Pack Ratio 2.5:1 12.5VA (A6003012)	9	0	9	$	325.88	$ 2,932.88
EL	360925	Lug, Compression 2 Hole, 750, Orange	52	0	52	$	5.17	$ 268.84
EL	360926	Connector, Piercing for Metering Installation, A 750-3/0 - B #10-#14	48	0	48	$	12.12	$ 581.82
EL	360931	Trans Socket 6 term, 600:5 CT .15% Low b/p w/bar 1ph Pt# 683-3660-T177 6T	2	0	2	$	552.75	$ 1,105.50
EL	360932	600 Amp 13 Terminal 3 PH Transocket W/600:5,0.15% Accuracy	6	0	6	$	687.50	$ 4,125.00
EL	360933	Pull Box, Fiber Crete, 36" x 72" x 36", Open Bottom	1	0	1	$	3,515.12	$ 3,515.12
EL	360934	Pull Box, Fiber Crete, Lids, w/ bolts	1	0	1	$	852.50	$ 852.50

EL	360937	Pull Box, Concrete, 4'x8'x4', H20 Load Bearing	2	5	7	$	4,831.67	$ 33,821.70
EL	360939	Bolt Swing Lock Assembly (7200366)	15	0	15	$	45.38	$ 680.63
EL	360945	800 Amp Transocket with 600:5 , o.15% Accuracy Low Base plate W/Bar	1	1	2	$	797.50	$ 1,595.00
EL	360948	Lamp, Street Light 250W HPS	5	0	5	$	3.99	$ 19.94
EL	360950	Fuse, Bayonette, 3 amp	20	0	20	$	6.12	$ 122.39
EL	360951	STREET LIGHT 250W HPS COBRA HEAD GRAY	5	0	5	$	178.75	$ 893.75
EL	360952	Fuse, Bayonette, 15 amp	9	0	9	$	7.02	$ 63.20
EL	360953	Fuse, Bayonette, 25 amp	17	0	17	$	12.81	$ 217.70
EL	360954	Fuse, Bayonette, 50 amp	14	0	14	$	12.80	$ 179.26
EL	360955	Fuse, Bayonette, 65 amp	7	0	7	$	17.49	$ 122.43
EL	360956	Fuse, Bayonette, 8 amp	20	0	20	$	7.77	$ 155.47
EL	360957	Street Light, Fuse, Holder Kit, Insulated Boot	6	0	6	$	7.12	$ 42.74
EL	360958	Connector, Comp. H-Type, A #6-#2 - B #14-#8, StLight (UB214)	620	0	620	$	0.02	$ 12.83
EL	360960	Fuse, Street Light, 10 Amp (KLKR10)	9	0	9	$	6.88	$ 61.88
EL	360961	Fuse, Street Light, 15 Amp (KLKR15)	20	0	20	$	5.78	$ 115.50
EL	360962	Fuse, Street Light, 30 Amp (KLKR30)	12	10	22	$	5.78	$ 127.05
EL	360998	Splice, Straight 4/0 Al 25kV w/Connector Cold Shrink (3M5456A-4/0-AL)	8	0	8	$	382.25	$ 3,058.00
EL	360999	Connector, Barrell Compression Type, for 4/0 AL Straight Splice	23	0	23	$	2.78	$ 63.88
EL	361000	Connector, For 361001	36	0	36	$	85.25	$ 3,069.00
EL	361001	Splice, Straight 1/0 Al 25kV w/Connector	6	0	6	$	139.23	$ 835.38
EL	361002	Splice, Straight 4/0 Al 25kV w/Connector (5452-CI-4/0)	7	0	7	$	160.23	$ 1,121.59
EL	361003	Splice, OH Compression, 336 ACSR, 2 Piece	15	0	15	$	23.93	$ 358.88
EL	361004	Tape, Scotch 35 Marking, Violet	11	0	11	$	2.59	$ 28.49
EL	361005	Tape, Scotch 35 Marking, Brown	11	0	11	$	2.59	$ 28.49
EL	361006	Tape, Scotch 35 Marking, Gray	8	0	8	$	2.59	$ 20.72
EL	361007	Tape, Scotch 35 Marking, Orange	16	0	16	$	2.59	$ 41.44
EL	361008	Tape, Scotch Super 88, Black	55	0	55	$	6.11	$ 336.16
EL	361009	Tape, Scotch 35 Marking, Yellow	19	0	19	$	2.59	$ 49.21
EL	361010	Pull Tape, 2500 Lb. (3000')	6	0	6	$	107.37	$ 644.24
EL	361011	Tape, Scotch 35 Marking, Red	28	0	28	$	3.63	$ 101.55
EL	361012	Tape, Scotch 35 Marking, White	35	0	35	$	3.49	$ 122.14
EL	361013	Tape, Scotch 35 Marking, Blue	8	10	18	$	3.63	$ 65.42
CW	361013	Tape, Scotch 35 Marking, Blue	0	10	10	$	3.63	$ 36.35
EL	361015	Bag, Pole XFMR Disposal 25" x 56"	3	0	3	$	30.25	$ 90.75
EL	361016	Bag, Pole XFMR Disposal 36" x 72"	5	0	5	$	50.60	$ 253.00
EL	361017	Decal, Safety/Danger 11" x 5"	174	0	174	$	1.60	$ 278.23
EL	361018	Bag, Pad XFMR Disposal 46" x 36" x 30" (TFS-085HD)	5	0	5	$	97.35	$ 486.75
EL	361019	Paint, Spray, Safety Yellow (5H898)	15	0	15	$	5.64	$ 84.56
EL	361020	Bolt, Machine, 5/8" x 22"	49	0	49	$	2.10	$ 102.95
EL	361021	Bag, Pad XFMR Disposal 8' x 6' (PAK 592)	1	0	1	$	649.00	$ 649.00
EL	361022	Bolt, Machine, 5/8" x 26"	17	0	17	$	2.36	$ 40.11
EL	361023	Bolt, Double Arming, 5/8" x 28"	20	0	20	$	3.11	$ 62.26
EL	361024	Tape, Electrical, 37, 1.5" Wide	248	0	248	$	4.13	$ 1,023.00
EL	361025	Seal, Meter Seal Ring	197	0	197	$	5.32	$ 1,047.19
EL	361026	Seal, Meter Seal Ring, Barrel Lock	40	0	40	$	3.85	$ 154.00
EL	361030	Bolt, Double Arming, 5/8" x 30"	90	0	90	$	2.17	$ 195.10
EL	361032	Bolt, Double Arming, 5/8" x 34"	27	0	27	$	8.53	$ 230.18
EL	361033	Bolt, Machine, 1/2" x 14"	109	0	109	$	0.66	$ 71.48
EL	361034	Bolt, Machine, 1/2" x 16"	56	0	56	$	2.89	$ 161.70
EL	361122	Single Bolt Aluminum Fargo Connector Run-4/0 - #2 / Tap-2/0 - #6 (GA9040GAA)	100	0	100	$	-	$ -
EL	361123	Single Bolt Aluminum Fargo Connector Run-336 - 3/0 / Tap-336 - 3/0 (GA9400GAA)	39	0	39	$	-	$ -
EL	361124	Single Bolt Aluminum Fargo Connector Run-336 - 3/0 / Tap-4/0 - #6 (GA9401GAA)	72	0	72	$	-	$ -
EL	361125	Single Bolt Aluminum Fargo Connector Run-795 - 4/0 / Tap-2/0 - #6 (GA9842GAA)	50	0	50	$	-	$ -
EL	361126	Two Bolt Extended Range Aluminum Fargo Connector Run-795 - 336 / Tap-795 - 336 (GA9820GAA)	17	20	37	$	-	$ -
EL	361210	Splice, Straight 1000 Al 25kV w/Connector Cold Shrink	10	0	10	$	344.26	$ 3,442.60
EL	361211	Termination, Outdoor 1000 MCM Al, 260 mil 25kV	7	0	7	$	121.21	$ 848.47
EL	361212	T-Body, Elbow Housing Kit, 1000 Al	9	0	9	$	312.16	$ 2,809.44
EL	361214	Connector, Bolted Vise Clamp, #10 - #6 solid	102	0	102	$	1.16	$ 118.37
EL	361215	Connector, Bolted Vise Clamp, #1 - 4/0 stranded	21	0	21	$	3.25	$ 68.15
EL	361216	Connector, 2 Bolt, A 500 - B 350	30	0	30	$	9.16	$ 274.73
EL	361387	Lock, Brass, Substation/Switch	36	15	51	$	8.97	$ 457.47
EL	361505	Surge Protectors, Residential	9	0	9	$	26.29	$ 236.58
EL	361577	Protector, Wildlife, X-Large	17	0	17	$	21.18	$ 359.98
EL	361578	Guard, Wildlife, Electrostatic	287	0	287	$	7.43	$ 2,130.98
EL	361750	Bolt, Machine, 3/4" x 20"	21	0	21	$	3.04	$ 63.79
EL	361751	Pin, Crossarm, 3/4" x 7" shank x 7" shaft	4	0	4	$	9.08	$ 36.30
EL	361752	Insulator, Pin Type, Corrosion Resistant, Bowl Type	12	0	12	$	12.38	$ 148.50
EL	361755	Tie, Preformed, #795 Spool Tie	32	0	32	$	11.96	$ 382.76
EL	361758	Bolt, Double Arming, 3/4" x 20"	18	0	18	$	2.29	$ 41.30
EL	361759	Bolt, Machine, 3/4" x 22"	23	0	23	$	2.16	$ 49.79
EL	361760	Tie, Preformed, #795 Double Side Tie	32	0	32	$	10.48	$ 335.27
EL	361763	Bolt, Double Arming, 3/4" x 28"	15	0	15	$	4.79	$ 71.83
EL	361764	Bolt, Machine, 3/4" x 24"	6	0	6	$	2.43	$ 14.60
EL	361765	Crossarm, Dbl. Fiberglass Deadend 4" x 7.5" x 12'	5	0	5	$	714.74	$ 3,573.68
EL	361803	Bracket, Photo Cell Mounting	4	0	4	$	5.50	$ 22.00
EL	361804	Anchor, Guy Wire Bonding Clamp, Forged Eye Rods 5/8"-1"	101	0	101	$	1.46	$ 147.21
EL	361805	Anchor, Guy Wire Bonding Clamp, Power Inst. Eye 5/8"-1"	38	0	38	$	0.63	$ 24.04
EL	361920	Meter, Kits, W/KYZ, (No Reorder)	7	0	7	$	41.25	$ 288.75
EL	361979	Tie, Cable, 24" Heavy Duty	550	0	550	$	0.08	$ 45.38
EL	361980	Tie, Cable, 8" (36J150)	6	0	6	$	1.01	$ 6.08
EL	361981	Tape, Flagging Red, 1 3/16 X 300' (1EC23)	10	0	10	$	0.80	$ 7.98
EL	361982	Bend, SCH 40 PVC, 4" x 90 deg, 48" radius	27	0	27	$	21.21	$ 572.68
EL	361988	Riser, Pipe Strap, 6" (USE STOCK #362175)	1	0	1	$	4.57	$ 4.57
EL	361989	Riser, Ground Clamp, 6"	6	0	6	$	186.15	$ 1,116.88
EL	361993	Bell End, Pvc 6", (NR)	20	0	20	$	7.81	$ 156.30
EL	361994	Riser, Ground Bushing, 6", #6 - 250	1	0	1	$	20.90	$ 20.90
EL	361995	Conduit, Adapter, PVC to Galvanized, 6"	23	0	23	$	5.58	$ 128.27
EL	361996	Bend, Rigid, 6" x 90 deg, 48"radius	6	0	6	$	326.23	$ 1,957.40
EL	361997	Bend, Rigid, 4" x 90 deg, 36"radius	6	0	6	$	130.45	$ 782.67
EL	361998	Bend, SCH 40 PVC, 4" x 90 deg, 24" radius	12	0	12	$	14.57	$ 174.80

EL	361999	Conduit, Fitting, SCH 40 PVC Conduit Bell End, 6"	37	0	37	$	13.06	$ 483.18
EL	362000	Conduit, Rigid, 2" x 10'	12	0	12	$	88.92	$ 1,067.04
EL	362001	Bend, Rigid, 3" x 45 deg, 48"radius	20	0	20	$	180.51	$ 3,610.15
EL	362002	Bend, SCH 40 PVC, 4" x 90 deg, 36" radius	4	0	4	$	24.59	$ 98.35
EL	362003	Bend, SCH 40 PVC, 3" x 90 deg, 48" radius	25	0	25	$	14.35	$ 358.65
EL	362004	Bend, Rigid, 3" x 90 deg, 48"radius	23	0	23	$	204.07	$ 4,693.64
EL	362005	Bend, Rigid, 3" x 90 deg, 36"radius	44	0	44	$	9.29	$ 408.91
EL	362006	Bend, SCH 40 PVC, 3" x 90 deg, 24" radius	16	0	16	$	13.54	$ 216.64
EL	362007	Bend, SCH 40 PVC, 2" x 45 deg, 24" radius, w/ 1 Bell end	17	0	17	$	5.74	$ 97.55
EL	362009	Conduit, SCH 40 PVC, 1" x 10', w/ Bell end	29	0	29	$	9.44	$ 273.70
EL	362013	Conduit, Fitting, SCH 40 PVC Conduit Bell End, 3"	47	0	47	$	3.62	$ 170.23
EL	362014	Conduit, Rigid, 3" x 10'	10	0	10	$	92.62	$ 926.19
EL	362015	Bend, SCH 40 PVC, 1" x 90 deg, 24" radius, w/ 1 Bell end	18	0	18	$	0.62	$ 11.18
EL	362016	Bend, Rigid, 4" x 90 deg, 48" radius	6	0	6	$	250.85	$ 1,505.09
EL	362017	Bend, SCH 40 PVC, 4" x 45 deg, 48" radius	15	0	15	$	10.03	$ 150.47
EL	362019	Ballast, 175W, Metal Halide	6	0	6	$	72.83	$ 436.98
EL	362020	Bend, SCH 40 PVC, 6" X 45 Deg 36" Raduis	19	0	19	$	39.19	$ 744.67
EL	362022	Bushing Insert, Load break 200 amp, 15kV	16	0	16	$	13.75	$ 220.00
EL	362023	Ballast Kit, 400W, HPSs	6	0	6	$	44.55	$ 267.30
EL	362028	Bend, SCH 40 PVC, 6" x 22.5 DEG. W/STD RADUIS	21	0	21	$	19.89	$ 417.76
EL	362030	Connector, Threadless, 2" Mall Iron	9	0	9	$	19.24	$ 173.20
EL	362031	Connector, Threadless, 3" Mall Iron	7	0	7	$	45.38	$ 317.63
EL	362032	Bushing, Mall Iron 2"	12	0	12	$	4.84	$ 58.08
EL	362033	Bushing, Mall Iron 3"	7	0	7	$	3.69	$ 25.80
EL	362034	Socket, Meter, 4" Hub Lock Off	9	21	30	$	2.08	$ 62.27
EL	362035	Meter, Socket Cover Clear	34	0	34	$	1.44	$ 48.90
EL	362036	Screw, Lag 3" Wireholder (House Knob)	48	0	48	$	0.34	$ 16.11
EL	362037	Conduit, Spacer, 2" Base	219	0	219	$	0.46	$ 100.74
EL	362038	Conduit, Spacer, 3" Base	120	0	120	$	1.00	$ 120.00
EL	362039	Conduit, Spacer, 2" Intermediate	160	0	160	$	0.73	$ 117.54
EL	362040	Bend, Rigid, 6" x 45 deg, 36" radius	10	0	10	$	285.55	$ 2,855.49
EL	362041	Conduit, Spacer, 3" Intermediate	120	0	120	$	0.76	$ 91.36
EL	362042	Cable Rack Stanchion, 36" (CR-36-B)	18	0	18	$	50.27	$ 904.79
EL	362043	Cable Rack Stanchion, 24"	15	0	15	$	37.00	$ 555.05
EL	362044	Cable Rack Arm, 14"	16	0	16	$	29.50	$ 471.99
EL	362045	Cable Rack Arm, 20" (RA20)	10	0	10	$	50.93	$ 509.25
EL	362046	Cable Rack, Arm Lock	63	0	63	$	1.33	$ 83.54
EL	362047	Bend, SCH 40 PVC, 4" x 45 deg, 24" radius	26	0	26	$	8.60	$ 223.48
EL	362050	Socket, Meter, 200A, Combo with Disconnect	12	0	12	$	122.93	$ 1,475.11
EL	362053	Conduit, Spacer, 4" Intermediate	82	0	82	$	1.40	$ 114.49
EL	362055	Conduit, Spacer, 4" Base	168	0	168	$	0.69	$ 115.25
EL	362056	Conduit, Spacer, 6" Base	719	0	719	$	11.70	$ 8,412.30
EL	362060	Strap/Nail, Wood Moulding 1-3/16" x 1-11/16"	701	0	701	$	0.26	$ 181.21
EL	362061	Conduit, Rigid, Galvanized 4" x 10'	8	10	18	$	174.17	$ 3,135.03
EL	362062	Conduit, Rigid, 6" x 10'	20	0	20	$	479.24	$ 9,584.82
EL	362063	XFMR, 1 PH Pad, Cable Spreader (CT5)	133	0	133	$	51.45	$ 6,842.26
EL	362065	Marker, Electronic, Red Marker Ball	35	0	35	$	8.30	$ 290.64
EL	362066	Connector, CU Comp, H-Type, A 4/0 - B 2/0	160	0	160	$	2.89	$ 462.00
EL	362069	Parking Stand, 600 amp 25kV	11	0	11	$	41.25	$ 453.75
EL	362070	Junction Point, 600 amp, 25kV, 3-Way Pull Box w/ Brackets	10	0	10	$	148.21	$ 1,482.14
EL	362078	Grip, Riser Cable, Ring Type, 6" conduit, 3.5"-4.5" (#LR 6-3.50)	19	0	19	$	50.93	$ 967.60
EL	362079	Grip, Riser Cable, Offset Eye Type, 4.5"-5.5"	2	0	2	$	23.38	$ 46.75
EL	362080	Grip, Riser Cable, Ring Type, 3" conduit, 1.62"-2.5"	20	0	20	$	26.43	$ 528.60
EL	362081	Grip, Riser Cable, Ring Type, 4" conduit, 2.5"-3.5" (LR-4-2.5)	20	0	20	$	38.97	$ 779.36
EL	362082	Pole, Street Light, Concrete, w/ 1 arm, Sun City	3	0	3	$	1,491.19	$ 4,473.56
EL	362083	Pole, Street Light, Concrete, w/ 2 arms, Sun City	2	0	2	$	1,789.26	$ 3,578.52
EL	362084	Pole, Street Light, Concrete, Hand Hole Cover, Sun City	10	0	10	$	7.98	$ 79.75
EL	362085	Screw, Streetlight Pole	46	0	46	$	0.29	$ 13.16
EL	362089	Bolt, Machine, SS, 1/2"x2"	50	0	50	$	0.28	$ 13.75
EL	362090	Connector, Crimpit, #4/0 - #4/0 Cu Stranded	101	0	101	$	7.15	$ 722.15
EL	362091	Connector, Crimpit, #3/0 Cu Solid - #4/0 Cu Stranded	120	0	120	$	1.87	$ 224.40
EL	362092	Anchor, Drop-in Wedge, 1/2"x2.75"	337	0	337	$	0.20	$ 68.58
EL	362093	Bolt, Machine, SS, 1/2"x1.5"	958	0	958	$	0.57	$ 542.99
EL	362094	Washer, Flat, SS, 1/2"	258	150	408	$	0.06	$ 24.48
EL	362095	Nut, SS, 1/2"	595	0	595	$	0.10	$ 58.91
EL	362096	Washer, Lock, SS, 1/2"	995	0	995	$	0.09	$ 86.66
EL	362097	Anchor, Drop-in SS, 1/2"- 2"	603	0	603	$	3.69	$ 2,222.06
EL	362098	Bolt, Double Arming, 3/4" x 10 foot	7	0	7	$	27.50	$ 192.50
EL	362100	Nut, Galvanized, 3/4"	110	0	110	$	0.14	$ 15.13
EL	362101	Wire, THHN, #12 solid, Yellow	2	0	2	$	61.56	$ 123.11
EL	362102	Wire, THHN, #12 solid, White	2	0	2	$	61.56	$ 123.11
EL	362103	Wire, THHN, #12 solid, Black	2	0	2	$	61.56	$ 123.11
EL	362104	Wire, THHN, #12 solid, Red	3	0	3	$	61.56	$ 184.67
EL	362105	Wire, THHN, #12 solid, Blue	2	0	2	$	61.56	$ 123.11
EL	362106	Wire, THHN, #12 solid, Green	3	0	3	$	61.56	$ 184.67
EL	362107	Wire, THHN, #14 solid, Black	1	0	1	$	44.22	$ 44.22
EL	362108	Wire, THHN, #14 solid, Red	2	0	2	$	44.22	$ 88.44
EL	362110	Wire, THHN, #14 solid, Green	1	0	1	$	44.22	$ 44.22
EL	362111	Wire, THHN, #12 solid, Brown	6	0	6	$	61.56	$ 369.34
EL	362115	Meter, Seal Ring, SS, Screw Type	167	0	167	$	2.56	$ 427.10
EL	362133	Riser, Ground Clamp, 4"	5	0	5	$	20.63	$ 103.13
EL	362135	Conduit Plug w/tap 2"	135	0	135	$	0.77	$ 104.29
EL	362136	Conduit Plug 3"	263	0	263	$	0.83	$ 216.98
EL	362137	Conduit Plug 4"	16	0	16	$	1.15	$ 18.45
EL	362138	Conduit Plug 6"	154	0	154	$	1.64	$ 252.25
EL	362142	COUPLING 6" PVC (#59612)	13	0	13	$	9.21	$ 119.79
EL	362150	Cable, 600 Volt, 1/0 Cu THHN, Stranded	500	500	1000	$	2.52	$ 2,517.70
EL	362154	CABLE,600 VOLT #2 Cu THHN Stranded	500	0	500	$	1.24	$ 618.20
EL	362155	Cable, 600 Volt, 4/0 Cu THWN, Stranded	1000	0	1000	$	4.83	$ 4,829.80
EL	362160	Cable, 600 Volt, 350 Cu THWN, Stranded	500	0	500	$	6.69	$ 3,342.60

EL	362170	Bracket, Unistrut, 1.625" x 10'	6	0	6	$	17.33	$ 103.95
EL	362171	Bolt, Double Arming, 5/8" x 10' foot	10	0	10	$	16.50	$ 165.00
EL	362172	Nut, Galvanized, 5/8" (C55084P)	59	0	59	$	0.19	$ 11.42
EL	362173	Clamp, Conduit, Unistrut Style, 2"	67	0	67	$	0.61	$ 40.54
EL	362174	Clamp, Conduit, Unistrut Style, 4"	44	0	44	$	0.88	$ 38.72
EL	362175	Clamp, Conduit, Unistrut Style, 6"	44	0	44	$	1.68	$ 73.81
EL	362176	Clamp, Conduit, Unistrut Style, 3"	80	0	80	$	0.62	$ 49.72
EL	362180	Nut, Galvanized 1/2"	100	0	100	$	0.08	$ 8.46
EL	362226	Bushing, Insert, XFMR, Feed Thru	7	0	7	$	104.50	$ 731.50
EL	362227	Cutout, Assembly 27kV 200 amp, load break, w/ bracket	27	0	27	$	105.41	$ 2,846.19
EL	362228	Cover, Load Break Cutout, KE1079-GR	22	0	22	$	40.95	$ 900.90
EL	362451	Cleaner, Cable Degreaser, 1 Spray Can (CRC 02064)	29	0	29	$	18.15	$ 526.33
EL	363050	XFMR, 1 PH Pole, 5 kVA, DV-120/240	2	0	2	$	519.03	$ 1,038.05
EL	363401	XFMR, CT, Pole Mount, 200:5, Sm Hole	2	0	2	$	68.91	$ 137.81
EL	363450	Cable, Pulling Lubricant, Gallon	5	0	5	$	7.43	$ 37.13
EL	363455	Cleaner, Fiberglass Gallon (10-169)	4	0	4	$	14.58	$ 58.30
EL	363456	Wax , Boom Truck	2	0	2	$	15.68	$ 31.35
EL	364000	Indicator, Fault, Test Point, SEL	41	0	41	$	72.93	$ 2,990.13
EL	364001	Indicator, Fault, Test Point, FI-3CS04NC-M-F SMART GRID 1 PHASE URD	1	0	1	$	130.48	$ 130.48
EL	364074	Socket, Meter, 2" Hub Block Off	33	0	33	$	1.69	$ 55.76
EL	364100	Top Ties, Double, #4 ACSR, Orange, DST0350	43	0	43	$	7.25	$ 311.93
EL	364101	Tie, Preformed, #336 Top Tie (UTJ-1310)	84	0	84	$	5.65	$ 474.26
EL	364102	Tie, Preformed, #1/0 ACSR, Top Tie	93	0	93	$	2.28	$ 211.85
EL	364103	Tie, Preformed, #4 Top Tie	18	0	18	$	5.19	$ 93.36
EL	364108	Tie, Preformed, #795 Top Tie	34	0	34	$	6.80	$ 231.03
EL	364109	Guard, Line 795 AAC, 47"	50	0	50	$	16.50	$ 825.00
EL	364110	Tie, Preformed, #4 Spool Tie	33	0	33	$	1.95	$ 64.30
EL	364111	Tie, Preformed, #1/0 ACSR, Spool Tie	86	0	86	$	6.03	$ 518.47
EL	364112	Tie, Dbl Sided, # 795AAC, DBST-1311	22	0	22	$	7.39	$ 162.53
EL	364113	Tie, Preformed, #336 Spool Tie	49	0	49	$	4.09	$ 200.21
EL	364114	Tie, Preformed, #795 Top Double Tie	43	0	43	$	20.13	$ 865.47
EL	364120	Tie, Preformed, #1/0 ACSR, Side Tie	93	0	93	$	4.25	$ 395.62
EL	364121	Tie, Preformed, #336 Side Tie	18	0	18	$	6.35	$ 114.35
EL	364125	Tie, Preformed, #1/0 ACSR, Double Side Tie	54	0	54	$	6.03	$ 325.78
EL	364126	Tie, Preformed, #336 Double Side Tie	48	0	48	$	9.01	$ 432.43
EL	364130	Tie, Preformed, #1/0 ACSR, Top Double Tie (DST-0353)	34	0	34	$	11.45	$ 389.21
EL	364131	Tie, Preformed, #336 Top Double Tie	47	0	47	$	18.35	$ 862.30
EL	366063	XFMR, Refurb, 75VA, DV, 120/240, Pad, 1PH	0	1	1	$	-	$ -
EL	366064	XFMR, Refurb, 100KVA, DV, 120/240, Pad, 1PH	0	1	1	$	-	$ -
EL	366083	XFMR, Refurb, 1000 KVA, DV, 480/277, Pad, 3 PH	0	1	1	$	-	$ -
EL	366089	XFMR, Refurb, 50KVA, DV, 120/240, Pole, 1PH	0	1	1	$	-	$ -
EL	366678	XFMR, Refurb, 3 PH Pad, 500 KVA 14.4 120/208	1	0	1	$	10,444.16	$ 10,444.16
EL	366808	XFMR, Refurb, 3 PH Pad, 500 KVA , DV 120/240	1	0	1	$	10,000.00	$ 10,000.00
EL	366841	XFMR, Refurb, 1 PH Pad, 50 KVA 14.4 120/240 Type 1	0	1	1	$	-	$ -
EL	366900	Meter, Form 1S, Type R2S, REX2 w/o Disconnect	8	0	8	$	66.00	$ 528.00
EL	366901	Meter, Form 2S, Type R2S, NET 200 amp REXU	208	0	208	$	60.50	$ 12,584.00
EL	366902	Meter, Form 2S, Type R2S, NET 320 amp REXU	0	2	2	$	77.00	$ 154.00
EL	366910	Meter, Form 4S, Type A3TL, Class 20	7	0	7	$	250.25	$ 1,751.75
EL	366911	Meter, Form 9S, Type A3TL, Class 20	26	18	44	$	250.25	$ 11,011.00
EL	366912	Meter, Form 16S, Type A3TL, Class 200 Amp	61	0	61	$	253.00	$ 15,433.00
EL	366913	Meter, Form 16S, Type A3TL, Class 320 Amp	0	12	12	$	264.00	$ 3,168.00
EL	366914	Meter, Form 35S, Type A3TL, Class 20 Amp	4	0	4	$	206.25	$ 825.00
EL	366915	Meter, Form 3S, Type A3TL, Class 20 Instrument	5	0	5	$	206.25	$ 1,031.25
EL	366917	Meter, Form 36S, Type A3TL, Class 20 Amp	1	4	5	$	206.25	$ 1,031.25
EL	366918	Meter, Form 2S, Type 3W 30A, 200amp, with Disconnect REXU	2087	2000	4087	$	57.75	$ 236,024.25
EL	366919	Meter, Form 2S, Type A3TL, 480 Volt, 200 amp	1	8	9	$	96.25	$ 866.25
EL	366920	Meter, Electric, Form 2S, Type R2S, House 200 amp REXU	962	0	962	$	50.20	$ 48,296.06
EL	366922	Meter, Form 12S, Type R2SD,Network with Disconnect	11	11	22	$	96.25	$ 2,117.50
EL	366923	Meter, Form 2S, Type R2S, 320 amp, REXU	7	0	7	$	74.25	$ 519.75
EL	366925	Meter, Form 16S, Type A3RL, Class 320 Amp	0	4	4	$	-	$ -
EL	366927	Meter, Form 12S, Type R2S, Class 200 w/o Disconnect	21	0	21	$	96.25	$ 2,021.25
EL	366928	Meter, Form 12S, Type A3TL, Class 200 Amp	7	0	7	$	206.25	$ 1,443.75
EL	366931	Box, Fiber, For AME / (Ham*Ej14128)	3	0	3	$	79.75	$ 239.25
EL	366932	Adapter, Padlock, For 366931	10	0	10	$	6.96	$ 69.58
EL	366933	Repeater, EA, Large, Pole Mounting Kit, 7S1852G002	4	0	4	$	17.88	$ 71.50
EL	366934	Repeater, EA, 120 VAC Power	12	0	12	$	78.38	$ 940.50
EL	366935	Gatekeeper, EA, AC, W/Battery	5	0	5	$	1,999.08	$ 9,995.40
EL	366936	Kit, Mounting, Repeater, Single Bolt	13	0	13	$	24.75	$ 321.75
EL	366937	Meter, Electric, 16S Cl 200, ZD3310P80L4, Bi-Directional for Solar	2	0	2	$	206.25	$ 412.50
EL	366938	Meter, Electric, 16S, CL320, ZD3410P80L4, Bi-Directional for Solar	3	0	3	$	220.00	$ 660.00
EL	366940	Meter, 16S, Cl 200, 120-480V, Remote DS, ZD3310P80L4	4	0	4	$	-	$ -
EL	366941	Meter, CL 320 120-480 RD ZD3410P80L4	3	0	3	$	-	$ -
								$ 2,349,113.49

Appendix B - Stock Items

PART	Description	Stock Item
360051	Switchgear, PVI41-386-12-12 1S-3L 27kV	X
360057	Switch, Vacuum, 1 Phase Pad, 25kV, PA21-P302	X
360058	Switchgear, PVI42-386-12-9 2S-2L 27kV	X
360059	Switchgear, PVI43 3S-1L 27kV	X
360072	XFMR, 3 PH Pad, 500 kVA, DV 120/208	X
360073	XFMR, 3 PH Pad, 750 kVA, DV 120/208	X
360074	XFMR, 3 PH Pad, 1000 kVA, DV 120/208	X
360075	XFMR, 3 PH Pad, 1500 kVA, DV 120/208	X
360081	XFMR, 3 PH Pad, 500 kVA, DV 277/480	X
360082	XFMR, 3 PH Pad, 750 kVA, DV 277/480	X
360083	XFMR, 3 PH Pad, 1000 kVA, DV 277/480	X
360084	XFMR, 3 PH Pad, 1500 kVA, DV 277/480	X
360085	XFMR, 3 PH Pad, 2000 kVA, DV 277/480	X
360086	XFMR, 3 PH Pad, 2500 kVA, DV 277/480	X
360383	Switchgear, PVI62-386-12-62F 2S-4L 27kV	X
360000	Cable, Hendrix 4/0 Stranded Tap Wire (TAP40CUSTR-05)	X
360005	Cable, Hendrix Tap Wire #6 Solid (TAP06CUSOL-03)	X
360009	Feed Thru, 200 amp 25kV	X
360010	Lube,SL5 Silicone Assembly Lab	X
360011	Cap, Protective, 200 amp Bushing, 15kV	X
360014	Cable, URD Secondary, #4 DPLX, Delgado	X
360015	Parking Stand, 200 amp 15kV	X
360016	Cable, Primary 1/0 AL 260mil 25 kV	X
360017	Cable, Primary 4/0 Al 260mil 25 kV	X
360018	Sealing Kit, 200 amp Elbow, Cold Shrink, 1/0 Al 260mil, .95"-1.94" Jacketed	X
360019	Junction Point, Load break 200 amp, 3-Way Pull Box w/ Brackets	X
360020	Junction Point, Load break 200 amp, 3-Way J-Box no Brackets	X
360021	Junction Point, Load break 200 amp, 4-Way Pull Box w/ Brackets	X
360022	Junction Point, Load break 200 amp, 4-Way J-Box no Brackets	X
360023	Bushing Insert, Load break 200 amp, 25kV	X
360024	Elbow, 1/0, 14,400 Load break	X
360025	Elbow, LB 200 amp, 4/0 Al 260 mil 25kV	X
360026	Junction Point, 600 amp, 25kV, 4-Way Pull Box w/ Brackets	X
360027	T-Body, 200 Amp Elbow Reducing Tap Plug	X
360028	Parking Stand, 200 amp 25kV	X
360028	Parking Stand, 200 amp 25kV	X
360029	T-Body, Bushing Extension	X
360030	Cap, Protective, 200 amp Bushing, 25kV	X
360031	T-Body, Protective Cap	X
360032	T-Body, Elbow Housing Kit, 500 Cu	X
360033	Junction Point, 600 amp, 25kV, 4-Way J-Box W/ Brackets	X
360035	Splice, Straight 500 Cu 25kV w/Connector	X
360037	Termination, Outdoor 1/0 Al, 260 mil 25kV	X
360038	Termination, Outdoor 4/0 Al, 260 mil 25kV	X
360039	Elbow, Arrester, 18kV MCOV	X
360040	Junction Box, 1 PH, 30x30x20	X
360041	Junction Box, 3 PH, 30x48x18 (AM304822262)	X
360042	Junction Box, 3 PH, 30x66x22	X
360046	Tape, Glass Cloth 1/2" x 20' 3#27	X
360046	Tape, Glass Cloth 1/2" x 20' 3#27	X
360047	Tape, Arc and Fireproofing 3"x20' 3M77	X

360047	Tape, Arc and Fireproofing 3"x20' 3M77	X
360048	Cable, URD Secondary, 500 MCM Al QPLX, Wofford	X
360052	Cable, Primary 500 Cu 260mil 25 kV	X
360053	Cable, URD Secondary, 1/0 QPLX, Notre Dame	X
360054	Cable, URD Secondary, 4/0 QPLX, Wake Forest	X
360055	Cable , URD Secondary, 1/0 TPX, Brenau	X
360056	Cable, URD Secondary 4/0 TPX Sweetbriar	X
360060	XFMR, 1 PH Pad, 25 kVA, DV 120/240 Type 2	X
360062	XFMR, 1 PH Pad, 50 kVA, DV 120/240 Type 2	X
360063	XFMR, 1 PH Pad, 75 kVA, DV 120/240 Type 2	X
360064	XFMR, 1 PH Pad, 100 kVA, DV 120/240 Type 2	X
360065	XFMR, 1 PH Pad, 167 kVA, DV 120/240 Type 2	X
360067	XFMR, 3 PH Pad, 75 kVA, DV 120/208	X
360068	XFMR, 3 PH Pad, 112.5 KVA, DV 120/208	X
360069	XFMR, 3 PH Pad, 150 kVA, DV 120/208	X
360070	XFMR, 3 PH Pad, 225 kVA, DV 120/208	X
360071	XFMR, 3 PH Pad, 300 kVA, DV 120/208	X
360076	XFMR, 3 PH Pad, 75 kVA, DV 277/480	X
360077	XFMR, 3 PH Pad, 112.5 kVA, DV 277/480	X
360078	XFMR, 3 PH Pad, 150 kVA, DV 277/480	X
360079	XFMR, 3 PH Pad, 225 kVA, DV 277/480	X
360080	XFMR, 3 PH Pad, 300 kVA, DV 277/480	X
360087	XFMR, 1 PH Pole, 25 kVA, DV 120/240	X
360089	XFMR, 1 PH Pole, 50 kVA, DV 120/240	X
360090	XFMR, 1 PH Pole, 75 kVA, DV 120/240	X
360091	XFMR, 1 PH Pole, 100 kVA, DV 120/240	X
360092	XFMR, 1 PH Pole, 167 kVA, DV 120/240	X
360093	XFMR, 1 PH Pole, 25 kVA, DV 277/480	X
360095	XFMR, 1 PH Pole, 50 kVA, DV 277/480	X
360096	XFMR, 1 PH Pole, 75 kVA, DV 277/480	X
360097	XFMR, 1 PH Pole, 100 kVA, DV 277/480	X
360099	XFMR, 1 PH Pole, 25 kVA, DV 240/480	X
360100	Bushing, Secondary XFMR Spade, 6 Hole Set Screw, 1" Stud W/Cover	X
360101	Bushing, Secondary XFMR Spade, 6 Hole Set Screw, 5/8 Stud W/Cover	X
360102	XFMR, 1 PH Pole, 75 kVA, DV 240/480	X
360103	XFMR, 1 PH Pole, 100 kVA, DV 240/480	X
360104	Seal, Meter Maroon (X10NGVMR)	X
360105	Seal, Meter Red	X
360106	Seal, Meter Orange	X
360107	Seal, Meter Gray	X
360108	Seal, Meter Medical	X
360109	Bushing, Insert, XFMR, 200 Amp Feed Thru 15kV	X
360120	Seal, Blue Meter Rotary, Ringless Meter Sockets (7470803-27)	X
360122	Pole, Wood, 45 Foot Class 2	X
360124	Pole, Wood, 50 Foot Class 2	X
360126	Anchor, Expanding, 10" 26,500 lb., 1" Rod	X
360129	Anchor, Rod 1" x 8' Double Eye	X
360132	Anchor, Shackle Clevis, 3/4" x 2.5" ID x 5/8" pin	X
360134	Bolt, Double Arming, 5/8" x 26"	X
360143	Bolt, Double Arming, 5/8" x 22"	X
360144	Bolt, Double Arming, 5/8" x 24"	X
360146	Bolt, Machine, 5/8" x 12"	X
360147	Bolt, Machine, 5/8" x 14"	X
360148	Bolt, Machine, 5/8" x 18"	X
360149	Bolt, Machine, 5/8" x 20"	X

360150	Bolt, Machine, 5/8" x 16"	X
360154	Bolt, Penta Head, 1/2" x 2"	X
360156	Bolt, Oval Eye, 5/8" x 24"	X
360158	Bolt, Oval Eye, 5/8" x 14"	X
360158	Bolt, Oval Eye, 5/8" x 14"	X
360159	Bolt, Oval Eye, 5/8" x 16"	X
360160	Bolt, Oval Eye, 5/8" x 18"	X
360162	Bolt, Single Upset 5/8" x 14" w/o Spool	X
360162	Bolt, Single Upset 5/8" x 14" w/o Spool	X
360164	Clevis, Neutral Rack, w/o Spool	X
360166	Bracket, Xfmr Mount, 3-100kVA, Dbl Band, 2000 lbs. max/unit	X
360169	Cover, Fuse Cutout, Kaddas	X
360171	Clamp, Ground Rod 5/8"	X
360171	Clamp, Ground Rod 5/8"	X
360172	Cover, Xfmr Bushing, Kaddas (KE1077RGR)	X
360173	Cover, Arrester, Kaddas (KE1053GR)	X
360174	Clamp, Hot Line, #8 - 2/0	X
360174	Clamp, Hot Line, #8 - 2/0	X
360176	Clamp, Service Wedge, 1/0 - #4 ACSR	X
360177	Clamp, Service Wedge, 4/0 - 2/0 ACSR	X
360178	Clamp, Service Wedge, #2 - #6ACSR	X
360178	Clamp, Service Wedge, #2 - #6ACSR	X
360183	Compound, Oxide Inhibitor 8oz Bottle	X
360184	Cable, Bare #4 ACSR, Swanate	X
360185	Cable, Bare 336 AAC, Tulip	X
360186	Clamp, Deadend, Bare Conductor 4 to 336 - 556.5 w/ U-Bolt,	X
360187	Connector, Comp. H-Type, WR139, A 1/0-4 - B 8-10 C 8-10	X
360188	Connector, Comp. H-Type, A 3-1/0 - B 6-2, WR189 (#2)	X
360188	Connector, Comp. H-Type, A 3-1/0 - B 6-2, WR189 (#2)	X
360189	Connector, Comp., WR279 H-Type, A 2/0-1 - B 2/0-1, (#4)	X
360189	Connector, Comp., WR279 H-Type, A 2/0-1 - B 2/0-1, (#4)	X
360190	Connector, Comp. WR399, H-Type, A 3/0-4/0 - B 1-2/0, (#6)	X
360190	Connector, Comp. WR399, H-Type, A 3/0-4/0 - B 1-2/0, (#6)	X
360191	Connector, Comp. H-Type, A 3/0-4/0 - B 3/0-4/0, WR419 (#7)	X
360192	Connector, Comp. H-Type, A 3/0-4/0 - B 6-2, WR379 (#5)	X
360192	Connector, Comp. H-Type, A 3/0-4/0 - B 6-2, WR379 (#5)	X
360193	Connector, Comp. WR159, H-Type, A 6-2 - B 6-2, (#1)	X
360200	Connector, Crimpit, #4-4 (YC4C4)	X
360222	Pin, Crossarm, 5/8" x 7" shank x 7" shaft	X
360222	Pin, Crossarm, 5/8" x 7" shank x 7" shaft	X
360224	Connector, Wedge, A 336 - B #1/0 (WCY51)	Y
360226	Cutout, Solid Barrell, 300 amp, 27kV	X
360227	Cutout, Assembly 27kV 100 amp, w/ bracket	Y
360229	Guy, Grip, DE 3/8"	X
360231	Street Light, Double Arm, Concrete Pole	X
360233	Bolt, Oval Eye, 5/8" x 20"	X
360234	Pole, Street Light, Concrete, Exp Agg, Berry Creek	X
360235	Arm, Street Light, 6' upswept, Berry Creek	X
360237	Cable, Primary 500 Cu 260mil 25 kV, Kerite	X
360239	Clamp, Hot Line, #6 - 795	X
360240	Guard, Guy, Yellow 8 foot	X
360241	AAC301--Suspension Clamp	X
360242	Clamp, Hot Line Stirrup, 336 .4 - 954MCM	X
360243	Clamp, Hot Line Stirrup, #4 - 4/0	X
360244	Seal, Duct Putty, 1lb bag	X

360246	Cutout Polymer, Assembly 27kV w/100A 8kAIC Fuseholder	X
360247	XFMR, 1PH Pole, 5 KVA 14.4 120/240	X
360249	Insulator, Pin Type, J Neck	X
360251	Insulator, Spool, 3"	X
360251	Insulator, Spool, 3"	X
360252	Fuse, Link, K-Speed, 20 Amp	X
360253	Fuse, Link, K-Speed, 40 Amp	X
360254	Fuse, Link, T-Speed, 8 Amp	X
360255	Fuse, Link, T-Speed, 10 Amp	X
360256	1/0 Cu Hendrix Tap Wire TAP10CUSTR-01 Primary Rated 50KV	X
360257	Fuse, Link, T-Speed, 3 Amp	X
360259	Fuse, Link, T-Speed, 6 Amp	X
360260	Fuse, Link, T-Speed, 12 Amp T-Speed	X
360261	Fuse, Link, T-Speed, 15 Amp	X
360262	Fuse, Link, T-Speed, 20 Amp	X
360263	Fuse, Link, T-Speed, 25 Amp	X
360264	Fuse, Link, T-Speed, 30 Amp	X
360265	Fuse, Link, T-Speed, 40 Amp	X
360266	Fuse, Link, T-Speed, 50 Amp (M50TA23)	X
360267	Fuselink, T SPeed, 65 AMP, M65TA23	X
360268	Fuse, Link, T-Speed, 80 Amp	X
360269	Fuse, Link, T-Speed, 100 Amp T-Speed	X
360270	Meter Can, Cl 200,(URD) Side Bus	X
360271	Socket, Meter, 1 Ph, 200 Amp, 5 Terminal, Overhead	X
360274	Washer, Spring Dbl. Coil Lock, 5/8"	X
360275	Socket, Meter, Inst Rated, 3 Ph 8 Terminal w/ Test Switch	X
360276	Box, Extension, 3"	X
360277	Meter Socket , 4S Prewired &Switch (6Term.)	X
360278	Socket, Meter, Inst Rated, 3 Ph 13 Terminal w/ Test Switch	X
360279	Socket, Meter, 1 Ph, 200 Amp, 4 Terminal,, Overhead	X
360280	Socket, Meter, 3 Ph, 200 Amp, 7 Terminal, Overhead	X
360281	Meter Can, 200A, 13 Term 1Hub(N/R)"	X
360282	Nail, #8 Penny, Galvanized, 1 lb Box (4NEV6)	X
360283	Nut, Eye, 5/8"	X
360286	Pin, Pole Top, Single, 8" hole spacing 20" overall length, 1 3/8" Lead Head	X
360287	Junction Box, Spacer, 18"x48" Fiberglass	X
360290	Guy, Hook, 3/4" Bolt & 1/2" Lag (GH6)	X
360292	Screw, Lag 5/16" x 2"	Y
360293	Screw, Lag 1/2" x 4"	X
360294	Cable, OH Street Light, #6 DPLX, Shepherd	X
360295	Cable, OH Secondary, 4/0 QPLX, Appaloosa	X
360296	Cable, OH Secondary, 4/0 TPX, Zuzara	X
360298	Splice, OH Automatic, 1/0-2/0 ACSR	X
360299	Switch, Airbreak, Switch Handle Extension Kit	X
360300	Splice, OH Automatic, #4 ACSR	X
360301	Splice, OH Automatic, 336 AAC	X
360302	Splice, OH Automatic, 795 AAC	X
360304	Splice, OH Automatic, 336 ACSR	X
360305	Link, Fig 8 Eye, 30,000# rating	X
360306	Pad, 1 PH Xfmr Concrete, 45"x30"x3"	X
360312	Switch, Airbreak, Switch Handle Extension Link	X
360313	Staple, 1/4"x 1.5", Ground Wire	X
360314	Cable, Guy Wire, 3/8" HS	X
360315	Bracket, Crossarm, NEMA-B Cutout/Arrestor, C206-0283	X
360316	Switch, Airbreak, Horiz Mount, Horiz Swing, Auto Ready	X

360317	Tap Lug, #6-250 MCM	X
360317	Tap Lug, #6-250 MCM	X
360318	Tap Lug, 1/0-500 MCM	X
360319	Lug, Ground Xfmr Tank #8-2/0	X
360319	Lug, Ground Xfmr Tank #8-2/0	X
360321	Meter, Cluster, Primary 15KV	X
360322	Meter, Cluster, Primary 25KV Primary Meter Cluster	X
360324	XFMR, CT, Cabinet Mount 200:5	X
360325	XFMR, CT, Cabinet Mount, 400:5	X
360326	XFMR, 1 PH Pad, 25 kVA, DV 120/240 Type 1	X
360327	XFMR, 1 PH Pad, 50 kVA, DV 120/240 Type 1	X
360328	XFMR, 1 PH Pad, 75 kVA, DV 120/240 Type 1	X
360329	Lug, Compression 2 Hole, #2, Purple	X
360337	Tie, Bare Wire, #4 AlUMINUM	X
360337	Tie, Bare Wire, #4 AlUMINUM	X
360338	Tie, Bare Wire, #6 Al	X
360340	XFMR, CT, Pole Mount, 200:5, Lg. Hole	X
360341	XFMR, CT, Pole Mount, 400:5	X
360342	XFMR, CT, Pole Mount, 600:5	X
360344	XFMR, CT, Bushing Mount 600:5	X
360345	XFMR, CT, Bushing Mount 800:5	X
360346	XFMR, CT, Bushing Mount 1000:5	X
360347	XFMR, CT, Bushing Mount 1200:5	X
360348	XFMR, PT, 300-120 2.5:1	X
360349	XFMR, PT, 480-120 4:1	X
360350	Washer, Round, Galvanized, 1/2"	X
360351	Washer, Square Flat, 2.25"- 5/8" bolt	X
360351	Washer, Square Flat, 2.25"- 5/8" bolt	X
360352	Washer, Square Curved, 3" - 3/4" bolt	X
360353	Washer, Square Curved, 3" - 5/8" bolt	X
360353	Washer, Square Curved, 3" - 5/8" bolt	X
360357	XFMR, CT, Bar Type 400:5	X
360358	Pole, Wood, 50 Foot Class 1	X
360361	Cable , Bare 1/0 ACSR Raven	X
360363	Cable, Bare 795 AAC, Arbutus	X
360375	Pole, Breakaway Base, Street Light, 20"H, 11"-13" BC	X
360378	Pole, Antique Street Light, Cast Aluminum, 12' T, 17" B, 10" BC, North Yorkshire	X
360379	Pole, Antique Street Light, Cast Aluminum, 14' T, 17" B, 10" BC, North Yorkshire	X
360382	LTt, GRN, 3000K CH, 100W LED, ATBS FMVOLT R3 XL P5 A0 NL RFD204077	X
360384	Switchgear, PVI42 2S-2L, Auto Transfer, 27kV	X
360385	LT, CH, 3KGRN, 250W LED, ATBM F MVOLT R3 3K XL P5 AO NL RFD214951	X
360386	Cable, Jumper, Bare #2 Cu stranded	X
360387	Lock, Rotary Shackle	X
360389	Lock, Padlock Key,(ONLY) Rotary Shackle (#010-BRASS KEY)	X
360394	Conduit, SCH 40 PVC. 2"X 20'ft. W/Bell End	X
360395	Conduit, SCH 40 PVC, 3" x 20', w/ Bell end	X
360396	Conduit, SCH 40 PVC, 4" x 20', w/ Bell end	X
360397	Conduit, SCH 40 PVC, 6" x 20', w/ Bell end	X
360399	Rod, Ground, 5/8" x 8'	X
360401	Cable, 600 Volt, #12 Cu THHN-THWN Single Strand	X
360402	Connector, 4 port,Gelport Submersible, GPRT-350-4P-C , #12-350	X
360403	A307 HEX BOLT WITH FIN HEX NUT ASSEMBLED 1/2"X 2"	X
360404	Washer, Round, Galvanized, 9/16"	Y
360405	Breaker, Substation, Siemens SDV-7-SEW/TYPEVS25008INT. 2000A 27.65KV	X
360407	Pad, Precast Switchgear 100"x86", Front/Rear Load Style	X

360408	Bend, Rigid, 6" x 90 deg, 36"radius	X
360409	Photo Control, LED, DLL127F 1.5 J50	X
360410	Washer, Bellville Stainless , 1/2"	X
360410	Washer, Bellville Stainless , 1/2"	X
360411	Wipes, cable, 304030, Brulin, 6 per case	X
360412	Fuse, Link, K-Speed, 80 Amp	X
360413	Fuse, Link, T-Speed, 1 Amp	X
360414	Cable, OH Secondary, #2 TPX, Conch	X
360415	XFMR, 3 PH Pad, 1500kVA, 14.4/4160 - 240	X
360416	Fuse, Link, T-Speed, 2 Amp	X
360417	Cable, OH Secondary, #4 TPX, Periwinkle	X
360418	Switch, Airbreak, Vert Mount, Vert Swing, Auto Ready	X
360421	Cable, OH Secondary, #1/0 QPLX, Costena	X
360422	Cable, OH Secondary, #1/0 TPX, Neritina	X
360423	Ground Sleeve, Metal, for Junction Box, GS206622W, 20" x 66" x 22"	X
360424	Cable, URD Secondary, 350 MCM Al QPLX, Slippery Rock	X
360425	XFMR-VS, 1 PH Pad, 25 kVA, DV 120/240 Type 2	X
360426	XFMR, 15KVA, DV, 240/120 POLE 1PH	X
360430	Pole, Wood, 35 Foot Class 4	X
360433	Tag, Decal, Cable ID, Directional Arrow (Y653683)	X
360436	Tag, Decal, Pad XFMR Number ID	X
360445	Clamp, Deadend, Bare Conductor #6-2/0 w/ U-Bolt, 1 Bolt, ADSB48N	X
360446	Clamp, Deadend, Bare Conductor #336.4 - #954 w/ U-Bolt	X
360448	Washer, Spring Dbl. Coil Lock, 3/4"	X
360450	Socket,Trans Socket, For 9S Meter	X
360453	Holder, Fuse Bayonet	X
360454	XFMR, 1 PH Pad, 25 kVA, 14.4-120/240 Type 2	X
360458	Clamp, 2", CSTK2	X
360459	Clamp, 3" CSTK3	X
360461	Clamp, 4", CTSK4	X
360462	Clamp, 6" CSTK6	X
360463	XFMR, 3 PH Pad, 150 kVA, 14.4-120/208	X
360464	XFMR, 3 PH Pad, 225 kVA, 14.4-120/208	X
360465	Insulator, Universal, Vise Top, 25KV IP-25-VTU2, 1 3/8" thread	X
360466	XFMR, 3 PH Pad, 1000 kVA, 14.4 240/480	X
360467	XFMR, 3 PH Pad, 2000 kVA, 14.4-277/480	X
360468	Pad, 4- Way Meter Pedestal 30" X 30" (P3030)	X
360471	XFMR, 3 PH Pad, 75 kVA, 14.4-277/480	X
360472	XFMR, 3 PH Pad, 112.5 kVA, 14.4-277/480	X
360473	Bracket, Conduit Standoff, 24" C6-CSO4	X
360474	XFMR, 3PH Pad, 225 KVA 14.4 277/480	X
360476	Battery, 12 Volt 8 AH (SLA1075)	X
360477	XFMR, 3PH Pad, 750 KVA 14.4 277/480	X
360479	Tag, Cable, Blank for Secondary/Service ID	X
360481	Paint, Spray can, Pad XFMR touchup	X
360483	XFMR, 1 PH Pole, 50 kVA, 14.4-120/240	X
360486	Controller, Street Light, 2 pole 60 amp	X
360487	Metal Ground Sleeve 48" , GS204822W	X
360488	Extension Link, AR13P For 360418	X
360491	Tag, Metal Holder, Vertical, TH-5A-SL	X
360492	Number, For Pole Tag, Vertical, V500 (0 through 9)	X
360494	CT, 500:5, .15%Accuracy, Bushing COV-6 NO Bar, No Base Plate	X
360495	Letter, A, 2RY-A-Sheet	X
360496	Letter, B, 2RY-B-Sheet	X
360497	Letter, C, 2RY-C-Sheet	X

360499	Switch, Airbreak, Vert Mount, Horiz Swing, Auto Ready	X
360500	Arm, Street Light, 8' upswept, Galv	X
360502	Pull Box, Fiber, 30" x 48" x 36" PCA304836-90248, Says "FIBER" on lid 4 Holes	X
360503	Pad, Precast, Switchgear, 174"x136", Front Load Style	X
360505	Splice, Guy Wire, Auto, 3/8", GLS5002, 50 per box	X
360506	Deadend, Auto, Guy Wire, GDE5102,3/8" 50 per box	X
360507	Splice Box, Plus Lid Quazite, 12" X 12" X 12"	X
360508	Control, Cap Bank, SEL-07340N9F3D3626E8G6G3C0008	X
360509	Bracket, Cap Mtg, SEL-915900215 Mounting Bracket	X
360510	Sleeve, Security, SEL-9250011	X
360511	Cable, 40 Foot, SEL-C556-040 40' CABLE	X
360512	Sleeve, Security, SEL-915900311	X
360514	Elbow probe, 1/0 for 360024, Elasatimold # 274LRG	X
360517	Socket, Meter, 3 Ph, 320 Amp, 7 Terminal, Lever Bypass, Overhead	X
360519	Socket, Meter, 1 Ph, 320 Amp, 4 Terminal, Lever Bypass, Overhead	X
360520	Sealing Kit, 600 amp Elbow Cold Shrink, 500 Cu, 260 mil, 1.28"-2.67" Jacketed	X
360521	Socket, Meter, 1 Ph, 200 Amp, 4 Terminal, Offset Underground	X
360522	Socket, Meter, 1 Ph, 320 Amp, 4 Terminal, Lever Bypass, Offset Underground	X
360523	Socket, Meter, 3 Ph, 320 Amp, 7 Terminal, Lever Bypass, Offset Underground	X
360524	Tag, Cable ID, Red A Phase (URD-A)	X
360525	Tag, Cable ID, White B Phase (URD-B)	X
360526	Tag, Cable ID, Blue C Phase (URD-C)	X
360527	Decal, 4"x6" Normal Open	X
360528	Cable, OH Secondary, #336 QPLX, Bronco	X
360529	Sealing Kit, 600 amp Elbow Cold Shrink, 1000 Al, 260 mil	X
360530	Meter Can, W/ 200AMP Brkr & Closing Plate (S-4067-XL-200)	X
360531	Box, Plus Lid, 17" X 30" X 18"	X
360535	METER,BOX, 7 Term Ringless, 200 Amp, 3PHASE, URD	X
360537	Band, Retaining, 11/4"X 62" (BAD2PLK-62)	X
360538	Bracket, Pole 12" Bar (BAS0CL6-12-FW)	X
360539	Band, Retaining 11/4"X86" BAD2PLK-86	X
360540	Bracket, Pole 24" Bar (BASOCL624FW)	X
360541	Cut out barrell, for 360227	X
360543	XFMR, 1PH Pole, 25 KVA 14.4 120/240	X
360544	Armor Rod, #4 ACSR, Orange	X
360545	Armor Rod, #1/0 ACSR, Yellow	X
360546	Anchor, Helix, Double 8", Extension Rod w/coupling, 1"x3.5', (catalog # 12251A)	X
360547	Armor Rod, #336 AAC, Brown	X
360549	Anchor, Helix, Double 8", Extension Rod w/coupling, 1"x7', (catalog # 12255A)	X
360550	Light, LED Autobahn 100W EQ, 3K Type II, Gray Cobra Heads	X
360553	Bracket, Fiberglass, 3 Phase Equipment, Clover Leaf	X
360554	Crossarm, Sgl. Standard Fiberglass,Tangent 3.5'x4.5'x8', 4,000# Rating	X
360555	Crossarm, Heavy Fiberglass,Deadend 3.5'x4.5'x8', 10,000# Rating	X
360559	Bracket, Fiberglass Deadend Crossarm	X
360561	Cable, Bare 4/0 ACSR, Oxlip	X
360567	Insulator, Guy Strain, 78", 21,000" rating	X
360569	Moulding, Wood, Pole Ground Cover 3/4" x 8'	X
360570	Pin, Pole Top 21", 4.5" offset	X
360571	Pole, Foam Kit 25#	X
360572	Lube, Penetrating Gel Spray (1488911209)	X
360575	Sensor, Line post, 15KV, 9650/E1X04A/720/10M Lindsey, 7,200 V	X
360576	Sensor, Line Post, 25KV, 9660/E1X40A/1355/10M, Lindsey, 14,400 V	X
360577	Sensor, Neutral Assembly, With Socket, R-22981S	X
360579	Tag, Decal, Pole XFMR ID Number	X
360581	Pole Number ,#0 - #9, Blk On Yellow	X

360582	Tag, Decal, Phase ID A/B/C, 1.5"	X
360585	Cable, URD Street Light Riser Cable, #4 DPLX, 2Kv, NEED CODE NAME	X
360586	Insulator, Guy Strain,18", 16,000" rating	X
360590	Switch, Airbreak, Horiz Mount, ABSHH, Control Extension, Ribbed Bolt	X
360591	Switch, Airbreak, Horiz Mount, ABSHH, Control Extension, Lock Nut	X
360592	Switch, Airbreak, Vert Mount, ABSVV & ABSVH, Control Extension, Coupling	X
360593	Switch, Airbreak, Vert Mount, ABSVV & ABSVH, Control Extension, Pipe	X
360594	Switch, ByPass 3-Way Disconnect 25 kV, Left	X
360595	Switch, ByPass 3-Way Disconnect 25 kV, Pole	X
360599	Tie, Preformed, #4 Side Tie	X
360602	Street Light, 120W LED 3000KK Grey, ATBMEMVOLTR33KXLP5AONLRFD214953	X
360605	XFMR, 1.5KVA DV 120/240, For Cap Bank Controllers	X
360607	Conn. WR289 HTap 2/0- #6 Comp (#3)	X
360609	Tie, Preformed, 4/0 Spool Tie (SPL-1358P)	X
360611	Insulator, Polymer, 25kV, deadend	X
360614	Tie, Preformed, #795 Side Tie	X
360618	XFMR, 1 PH Pad, 100 kVA, DV 120/240 Type 1	X
360622	Pole, Street Light, 35 foot, Double Arm, Rivery	X
360623	Pole, Street Light, 40'ft. Double 8' Arm, Galvanized (SA/ST40S-8-8-GV-HH-AB	X
360624	Pole, Street Light, 25 foot,W/ 6' Single Arm, Aluminum	X
360625	Pole, Street Light, 25 foot, Single Arm, Aluminum, Handhole cover	X
360626	Pole, Street Light 40'ft, Single 8' Arm Galvanized (SA/ST 40S-8-GV-HH-AB)	X
360629	Bracket, Fiberglass, Single, Cloverleaf	X
360631	XFMR, 1 PH Pad, 167 kVA, DV 120/240 Type 1	X
360632	Bend, Rigid, 2" x 90 deg, 36"radius	X
360633	Cable, URD Secondary, 350 TPX, Wesleyan	X
360634	Cable, URD Secondary, 500 TPX, Rider	X
360635	Bend, SCH 40 PVC, 6" x 90 deg, 36" radius	X
360636	Pole, Street light, 35'ft. Single 8' Arm Galv. (SA/ST35S-8-GV-HH-AB)	X
360637	Light Security, LED (BR1S) Head & Shield	X
360638	Cable, URD Secondary, 750 MCM QPLX AL (Windham)	X
360639	Bend, SCH 40 PVC, 2" x 90 deg, 24" radius, w/ 1 Bell end	X
360640	Elbow, 6", 45*, SCH40, 48" Radius	X
360642	Foundation, Street Light, Auger Style, 11"-17" Bolt Circle	X
360643	CT, 1000:5, 0.15% Accuracty, Bushing no baseplate, no bar, COV1000ANN	X
360644	CT2000:5,0.15% Accuracy Bushing Cov-6 No Bar No Base Plate, RF@85°C=2.0	X
360645	Capacitor Rack, CCR-6, for Capacitors	X
360646	CT, 500:5 Baseplate, no bar, .15% acc. Com-6	X
360647	CT, 600:5 Low Baseplate W/Bar, .15% acc. COS-6	X
360649	CT1500:5, 0.15% Accuracy COV-6 No Bar, No Base Plate, RF 85°C=2.0	X
360650	Cable, Conn. Neutral 4 to 1, 3 Phase, R-22748/40, 35, 45' Cable for LPS	X
360654	XFMR, 1 PH Pole, 75 KVA 14.4 120/240	X
360655	XFMR, 1 PH Pole, 100 KVA 14.4 120/240	X
360656	XFMR, 1 PH Pole, 167 KVA 14.4 120/240	X
360659	XFMR, 1 PH Pole, 25 KVA 14.4 277/480	X
360661	XFMR, 1 PH Pole 50 KVA 14.4 277/480	X
360662	XFMR, 1 PH Pole, 75 KVA 14.4 277/480	X
360665	XFMR, 1 PH Pole, 25 KVA 14.4 240/480	X
360667	XFMR, 1 PH Pole, 50 KVA 14.4 240/480	X
360668	XFMR, 1PH Pole, 75 KVA 14.4 240/480	X
360672	XFMR, 1 PH Pad, 50 KVA 14.4 120/240 Type 2	X
360673	XFMR, 1 PH Pad, 75 KVA 14.4 120/240 Type 2	X
360674	XFMR, 1 PH Pad, 100 KVA 14.4 120/240 Type 2	X
360675	XFMR, 1 PH Pad, 167 KVA 14.4 120/240 Type 2	X
360676	XFMR, 3PH Pad, 75 KVA 14.4 120/208	X

360677	XFMR, 3 PH Pad, 300 KVA 14.4 120/208	X
360678	XFMR, 3 PH Pad, 500 KVA 14.4 120/208	X
360679	XFMR, 3 PH Pad, 750 KVA 14.4 120/208	X
360680	XFMR, 3 PH Pad, 1000 KVA 14.4 120/208	X
360681	XFMR, 3 PH Pad, 1500 KVA 120/208	X
360682	XFMR, 3 PH Pad, 2000 KVA 120/208	X
360683	XFMR, 3 PH Pad, 2500 KVA 120/208	X
360684	XFMR, 3 PH Pad, 150 KVA 14.4 277/480	X
360685	XFMR, 3 PH Pad, 300 KVA 14.4 277/480	X
360686	XFMR, 3 PH Pad, 500 KVA 14.4 277/480	X
360687	Connector, Insulink, #8-#8, Green/Green	X
360688	Connector, Insulink, #6-#10, Blue/Brown	X
360689	Connector, Insulink, #6-#8, Blue/Green	X
360690	Connector, Insulink, #6-#6, Blue/Blue (IC864-1)	X
360691	Connector, Insulink, #4-#10, Orange/Brown	X
360692	Connector, Insulink, #4-#8, Orange/Green	X
360693	Connector, Insulink, #4-#6, Orange/Blue	X
360694	Connector, Insulink, #4-#4, Orange/Orange	X
360695	Connector, Insulink, #2-#8, Red/Green	X
360696	Connector, Insulink, #2-#2, Red/Red	X
360697	Connector, Insulink, #2-#4, Red/Orange	X
360698	Connector, Insulink, #2-#6, Red/Blue	X
360699	Connector, Insulink, #1/0-#2, Yellow/Red	X
360701	Connector, Finger Mole, #12-350, 6 Tap, Blackburn	Y
360703	Connector, Finger Mole, #6-500, 6 Tap, Burndy	Y
360704	Connector, Finger Mole, #12-500, 4 Tap, Raychem GPRT-500-4P-C (B6)	X
360706	Tag, Cable, White 2"x2.5" with cover	X
360707	Tag, Cable, Red 2"x2.5" with cover	X
360708	Tag, Cable, Blue 2"x2.5" with cover	X
360709	Termination, Outdoor 500 MCM Cu, 260 mil 25kV	X
360710	Grip, Riser Cable, Offset Eye Type, 1"-1.24'	X
360711	Grip, Riser Cable, Offset Eye Type, 2"-2.5"	X
360712	Grip, Riser Cable, Offset Eye Type, 3.5"-4"	X
360714	Pedestal, Meter, 14"x14"x35", 4 Position	X
360715	Pedestal, Secondary, 1PH, 10"x14"x30"	X
360727	Conduit, Fitting, SCH 40 PVC Conduit Bell End, 2"	X
360729	Conduit, Fitting, SCH 40 PVC Conduit Bell End, 4"	X
360735	Connector, Insulink, #1/0-#4, Yellow/Orange	X
360736	Cable, #4 AL OH Duplex Service Drop (TERRIER-XL-500'CL)	X
360737	Cable, Bare #4 Cu Solid	X
360742	Anchor, Helix, Double 8", w/ 1"x7' rod	X
360748	Bracket, Pole mounted CT's, 3 position, 2.75" x 3" x 26.5"	X
360750	Clamp, Dead End, Clevis 5/8	X
360751	CT 2000:5 Window Type #COL2000ABN	X
360752	Crossarm, Sgl. Fiberglass Deadend 4" x 6" x 8'	X
360753	Crossarm, Sgl. Fiberglass Deadend 4" x 71/2" x 10'	X
360756	Pole, Foam Kit, 10lb, 3.5 CuFt	X
360757	Guy, Sidewalk Attachment Pole End, 2" pipe	X
360758	Guy, Sidewalk Attachment Strand End, 2" pipe	X
360759	Guy, Pole Eye Plate, 28,000 Lb. Cap	X
360760	Crossarm, Sgl. Fiberglass Tangent 3.5" x 4.5" x 10'	X
360761	Insulator, Guy Strain, 21", 21,000" rating	X
360762	Cable, Hendrix #2 Stranded Tap Wire (TAP02CUSTR-03)	X
360764	Pull, Box 4' x 8' x 6', Concrete	X
360765	Meter Socket, Capacitor	X

360775	Capacitor Bank, Pole Mount, 14,400	X
360777	Street Light, Globe, Antique, Glass, Granville (GVU3SG)	X
360778	Pole, Wood, 55 Foot Class 1	X
360779	Pole, Wood, 60 Foot Class 1	X
360780	Pole, Wood, 65 Foot Class 1	X
360781	Capacitor Bank, PM, 14.4, Switched, 600 KVAR 125kv bil Grnd. WYE PB06U2Y1UGE6X	X
360782	Capacitor Bank, PM, 14.4, Fixed,600 KVAR , PB06U2Y1XGXXX125KV BIL, GRND WYE	X
360783	Capacitor Bank, PM, 14,4, Ind. Swtich 600 KVAR, PB06U2YUGESXGT002, BIL, GRND WYE	X
360785	Switch Disconnect 27 KV 900 AMP (M3C259B)	X
360790	Capacitor, 72000 200KVAR 26B 60HZ, CPE200A07200B2	X
360798	Light Antique, Head GrandVille II LED 39Watt 3000K Holophane	X
360803	XFMR, 3 PH Pad Delta , 75 kVA, DV-120/240	X
360804	Connector, Piercing for Metering Installation, A 2/0-#4 - B #10-#14	X
360805	XFMR, 3 PH Pad, 1000 KVA 14.4 277/480	X
360806	XFMR, 150KVA, Pad, DV, 120/240, 3PH	X
360807	XFMR, 225KVA, Pad, DV, 120/240, 3PH, Delta With Mid Tap	X
360808	XFMR, 3 PH Pad, 500 kVA, DV-120/240	X
360809	Street Light, Fuse Holder, Disconnectable	X
360811	Street Light, Termination, (2) Line (1) Load	X
360812	XFMR, 3PH Pad, 1500 KVA 14.4 277/480	X
360813	XFMR, 3 PH Pad, 2500 KVA 14.4 277/480	X
360814	XFMR, 3 PH Pad, 2000 KVA DV 120/208	X
360824	25 KVA DV 240/480 PAD 1 PH	X
360830	Pedestal , With SKT/200 Amp Breaker (DWG 1012649)	X
360831	Connector, Insulink, #1/0-#6, Yellow/Blue	X
360833	Connector, Insulink, #1/0-#1/0, Yellow/Yellow	X
360840	XFMR, 1 PH Pad 25 KVA 14.4 120/240 Type 1	X
360841	XFMR, 1 PH Pad, 50 KVA 14.4 120/240 Type 1	X
360842	XFMR, 1 PH Pad, 75 KVA 14.4 120/240 Type1	X
360844	XFMR, 1 PH ,100 KVA 14.4 120/240 TYPE 1	X
360846	XFMR, 1 PH Pad, 167 KVA 14.4 120/240 Type 1	X
360850	Light, LED Autobahn 100w EQ, 3K Type II, Gray Cobra Heads	X
360855	Connector, 6 Port Gelport Submersible GPRT-350-6P-C	X
360857	Connector, 6 Port Gelport Submersible GPRT-500-6P-C	X
360872	Pedestal Meter, 2-Position SKT/BRK/PED. 200 A (TBA23894A/1012626)	X
360873	Pedestal Meter, 2-Position SKT/BKR/PED. 320 A (TBA23893A/1012624)	X
360874	Pedestal Meter, 1-Position SKT/BRK/PED. 320 A (TBA23932/1012625)	X
360876	Pedestal Meter 1-Position SKT/BRK/PED 200A (TBA23933/1012649)	X
360880	Arrester, Lightning, Mid Span, 602015BOX1001 18KV MOV/ 15.3KV MCOV	X
360885	Arrester, Distribution Polymer, 18kv MOV, w/ xfmr mount bkt	X
360894	Connector, Crimpit, #2 - #2Cu Stranded	X
360894	Connector, Crimpit, #2 - #2Cu Stranded	X
360895	Connector, Crimpit, #2 - #4 Cu	X
360896	Connector Crimpit, 4/0 - #2 Cu Stranded	X
360899	Lug, XFMR Buss Bar Extension	X
360900	Lug, Compression 2 Hole, 500, Pink	X
360905	Lug, Compression 2 Hole, 500, Long Barrel, Brown	X
360906	Lug, Compression 2 Hole, 300-350, Brown	X
360914	Pin Adapter, 1-3/8" Thread Use On 5/8" Bolt (DP1A2)	X
360921	Socket, Meter for VT Pack (TS-PTS-GRGTWN-13)	X
360922	XFMR, VT Pack Ratio 2.5:1 12.5VA (A6003012)	X
360926	Connector, Piercing for Metering Installation, A 750-3/0 - B #10-#14	X
360931	Trans Socket 6 term, 600:5 CT .15% Low b/p w/bar 1ph Pt# 683-3660-T177 6T	X
360932	600 Amp 13 Terminal 3 PH Transocket W/600:5,0.15% Accuracy	X
360935	600-800 AMP 13 Terminal Transocket With 600:5,0.15%Accuracy,Low Baseplate,w/Bar	X

360936	Transocket 1600 AMP, 14Term Ringles 4LRG CLS PLTS Test Switch #S2811-4X	X
360937	Pull Box, Concrete, 4'x8'x4', H20 Load Bearing	X
360940	XFMR, CT, Bushing Mount, 2000:5	X
360945	800 Amp Transocket with 600:5 , o.15% Accuracy Low Base plate W/Bar	X
360950	Fuse, Bayonette, 3 amp	X
360952	Fuse, Bayonette, 15 amp	X
360953	Fuse, Bayonette, 25 amp	X
360954	Fuse, Bayonette, 50 amp	X
360955	Fuse, Bayonette, 65 amp	X
360956	Fuse, Bayonette, 8 amp	X
360960	Fuse, Street Light, 10 Amp (KLKR10)	X
360961	Fuse, Street Light, 15 Amp (KLKR15)	X
360962	Fuse, Street Light, 30 Amp (KLKR30)	X
360998	Splice, Straight 4/0 Al 25kV w/Connector Cold Shrink (3M5456A-4/0-AL)	X
361001	Splice, Straight 1/0 Al 25kV w/Connector	X
361002	Splice, Straight 4/0 Al 25kV w/Connector (5452-CI-4/0)	X
361004	Tape, Scotch 35 Marking, Violet	X
361004	Tape, Scotch 35 Marking, Violet	X
361005	Tape, Scotch 35 Marking, Brown	X
361005	Tape, Scotch 35 Marking, Brown	X
361006	Tape, Scotch 35 Marking, Gray	X
361006	Tape, Scotch 35 Marking, Gray	X
361007	Tape, Scotch 35 Marking, Orange	X
361007	Tape, Scotch 35 Marking, Orange	X
361008	Tape, Scotch Super 88, Black	X
361008	Tape, Scotch Super 88, Black	X
361009	Tape, Scotch 35 Marking, Yellow	X
361009	Tape, Scotch 35 Marking, Yellow	X
361010	Pull Tape, 2500 Lb. (3000')	X
361011	Tape, Scotch 35 Marking, Red	X
361011	Tape, Scotch 35 Marking, Red	X
361012	Tape, Scotch 35 Marking, White	X
361012	Tape, Scotch 35 Marking, White	X
361013	Tape, Scotch 35 Marking, Blue	X
361013	Tape, Scotch 35 Marking, Blue	X
361015	Bag, Pole XFMR Disposal 25" x 56"	X
361016	Bag, Pole XFMR Disposal 36" x 72"	X
361017	Decal, Safety/Danger 11" x 5"	X
361018	Bag, Pad XFMR Disposal 46" x 36" x 30" (TFS-085HD)	X
361021	Bag, Pad XFMR Disposal 8' x 6' (PAK 592)	X
361023	Bolt, Double Arming, 5/8" x 28"	X
361024	Tape, Electrical, 37, 1.5" Wide	X
361024	Tape, Electrical, 37, 1.5" Wide	X
361025	Seal, Meter Seal Ring	X
361030	Bolt, Double Arming, 5/8" x 30"	X
361032	Bolt, Double Arming, 5/8" x 34"	X
361199	Switch, Disconnect, 900 AMP, In-line	X
361210	Splice, Straight 1000 Al 25kV w/Connector Cold Shrink	X
361211	Termination, Outdoor 1000 MCM Al, 260 mil 25kV	X
361212	T-Body, Elbow Housing Kit, 1000 Al	X
361387	Lock, Brass, Substation/Switch	X
361462	XFMR, 3 PH Pad, 112.5 kVA, DV-120/240	X
361500	Cable, Primary 1000 Al 260mil 25 kV	X
361755	Tie, Preformed, #795 Spool Tie	X
361760	Tie, Preformed, #795 Double Side Tie	X

361762	Crossarm, Dbl. Fiberglass Deadend 4" x 6" x 10'	X
361765	Crossarm, Dbl. Fiberglass Deadend 4" x 7.5" x 12'	X
361979	Tie, Cable, 24" Heavy Duty	X
361980	Tie, Cable, 8" (36J150)	X
361981	Tape, Flagging Red, 1 3/16 X 300' (1EC23)	X
361982	Bend, SCH 40 PVC, 4" x 90 deg, 48" radius	X
361988	Riser, Pipe Strap, 6" (USE STOCK #362175)	X
361989	Riser, Ground Clamp, 6"	X
361990	Bend, Rigid, 6" x 90 deg, 60"radius	X
361993	Bell End, Pvc 6", (NR)	X
361995	Conduit, Adapter, PVC to Galvanized, 6"	X
361999	Conduit, Fitting, SCH 40 PVC Conduit Bell End, 6"	X
362000	Conduit, Rigid, 2" x 10'	X
362001	Bend, Rigid, 3" x 45 deg, 48"radius	X
362003	Bend, SCH 40 PVC, 3" x 90 deg, 48" radius	X
362004	Bend, Rigid, 3" x 90 deg, 48"radius	X
362006	Bend, SCH 40 PVC, 3" x 90 deg, 24" radius	X
362007	Bend, SCH 40 PVC, 2" x 45 deg, 24" radius, w/ 1 Bell end	X
362009	Conduit, SCH 40 PVC, 1" x 10', w/ Bell end	X
362013	Conduit, Fitting, SCH 40 PVC Conduit Bell End, 3"	X
362014	Conduit, Rigid, 3" x 10'	X
362015	Bend, SCH 40 PVC, 1" x 90 deg, 24" radius, w/ 1 Bell end	X
362016	Bend, Rigid, 4" x 90 deg, 48" radius	X
362017	Bend, SCH 40 PVC, 4" x 45 deg, 48" radius	X
362020	Bend, SCH 40 PVC, 6" X 45 Deg 36" Raduis	X
362022	Bushing Insert, Load break 200 amp, 15kV	X
362028	Bend, SCH 40 PVC, 6" x 22.5 DEG. W/STD RADUIS	X
362034	Socket, Meter, 4" Hub Block Off	X
362035	Meter, Socket Cover Clear	X
362036	Screw, Lag 3" Wireholder (House Knob)	X
362040	Bend, Rigid, 6" x 45 deg, 36" radius	X
362042	Cable Rack Stanchion, 36" (CR-36-B)	X
362043	Cable Rack Stanchion, 24"	X
362044	Cable Rack Arm, 14"	X
362045	Cable Rack Arm, 20" (RA20)	X
362046	Cable Rack, Arm Lock	X
362047	Bend, SCH 40 PVC, 4" x 45 deg, 24" radius	X
362050	Socket, Meter, 200A, Combo with Disconnect	X
362057	Adapter, Pin Insulator, 5/8" bolt to 1" Lead (Use Stk# 360914)	Y
362058	Pin, 6" Lag Screw	Y
362060	Strap/Nail, Wood Moulding 1-3/16" x 1-11/16"	X
362061	Conduit, Rigid, Galvanized 4" x 10'	X
362062	Conduit, Rigid, 6" x 10'	X
362065	Marker, Electronic, Red Marker Ball	X
362066	Connector, CU Comp, H-Type, A 4/0 - B 2/0	X
362069	Parking Stand, 600 amp 25kV	X
362078	Grip, Riser Cable, Ring Type, 6" conduit, 3.5"-4.5" (#LR 6-3.50)	X
362079	Grip, Riser Cable, Offset Eye Type, 4.5"-5.5"	X
362080	Grip, Riser Cable, Ring Type, 3" conduit, 1.62"-2.5"	X
362081	Grip, Riser Cable, Ring Type, 4" conduit, 2.5"-3.5" (LR-4-2.5)	X
362082	Pole, Street Light, Concrete, w/ 1 arm, Sun City	X
362083	Pole, Street Light, Concrete, w/ 2 arms, Sun City	X
362084	Pole, Street Light, Concrete, Hand Hole Cover, Sun City	X
362085	Screw, Streetlight Pole	X
362092	Anchor, Drop-in Wedge, 1/2"x2.75"	X

362094	Washer, Flat, SS, 1/2"	X
362095	Nut, SS, 1/2"	X
362096	Washer, Lock, SS, 1/2"	X
362097	Anchor, Drop-in SS, 1/2"- 2"	X
362099	Washer, Square Flat, 2" - 5/8" bolt	X
362101	Wire, THHN, #12 solid, Yellow	X
362102	Wire, THHN, #12 solid, White	X
362103	Wire, THHN, #12 solid, Black	X
362104	Wire, THHN, #12 solid, Red	X
362105	Wire, THHN, #12 solid, Blue	X
362106	Wire, THHN, #12 solid, Green	X
362107	Wire, THHN, #14 solid, Black	X
362108	Wire, THHN, #14 solid, Red	X
362109	Wire, THHN, #14 solid, White	X
362110	Wire, THHN, #14 solid, Green	X
362111	Wire, THHN, #12 solid, Brown	X
362115	Meter, Seal Ring, SS, Screw Type	X
362133	Riser, Ground Clamp, 4"	X
362135	Conduit Plug w/tap 2"	X
362136	Conduit Plug 3"	X
362137	Conduit Plug 4"	X
362138	Conduit Plug 6"	X
362142	COUPLING 6" PVC (#59612)	X
362150	Cable, 600 Volt, 1/0 Cu THHN, Stranded	X
362155	Cable, 600 Volt, 4/0 Cu THWN, Stranded	X
362160	Cable, 600 Volt, 350 Cu THWN, Stranded	X
362170	Bracket, Unistrut, 1.625" x 10'	X
362171	Bolt, Double Arming, 5/8" x 10' foot	X
362172	Nut, Galvanized, 5/8" (C55084P)	X
362226	Bushing, Insert, XFMR, Feed Thru	X
362227	Cutout, Assembly 27kV 200 amp, load break, w/ bracket	X
362228	Cover, Load Break Cutout, KE1079-GR	X
362451	Cleaner, Cable Degreaser, 1 Spray Can (CRC 02064)	X
363401	XFMR, CT, Pole Mount, 200:5, Sm Hole	X
363450	Cable, Pulling Lubricant, Gallon	X
363455	Cleaner, Fiberglass Gallon (10-169)	X
363456	Wax , Boom Truck	X
364000	Indicator, Fault, Test Point, SEL	X
364074	Socket, Meter, 2" Hub Block Off	X
364101	Tie, Preformed, #336 Top Tie (UTJ-1310)	X
364102	Tie, Preformed, #1/0 ACSR, Top Tie	X
364103	Tie, Preformed, #4 Top Tie	X
364108	Tie, Preformed, #795 Top Tie	X
364110	Tie, Preformed, #4 Spool Tie	X
364111	Tie, Preformed, #1/0 ACSR, Spool Tie	X
364112	Tie, Dbl Sided, # 795AAC, DBST-1311	X
364113	Tie, Preformed, #336 Spool Tie	X
364114	Tie, Preformed, #795 Top Double Tie	X
364120	Tie, Preformed, #1/0 ACSR, Side Tie	X
364121	Tie, Preformed, #336 Side Tie	X
364125	Tie, Preformed, #1/0 ACSR, Double Side Tie	X
364126	Tie, Preformed, #336 Double Side Tie	X
364130	Tie, Preformed, #1/0 ACSR, Top Double Tie (DST-0353)	X
364131	Tie, Preformed, #336 Top Double Tie	X
366901	Meter, Form 2S, Type R2S, NET 200 amp REXU	X

366902	Meter, Form 2S, Type R2S, NET 320 amp REXU	X
366910	Meter, Form 4S, Type A3TL, Class 20	X
366911	Meter, Form 9S, Type A3TL, Class 20	X
366912	Meter, Form 16S, Type A3TL, Class 200 Amp	X
366913	Meter, Form 16S, Type A3TL, Class 320 Amp	X
366914	Meter, Form 35S, Type A3TL, Class 20 Amp	X
366915	Meter, Form 3S, Type A3TL, Class 20 Instrument	X
366918	Meter, Form 2S, Type 3W 30A, 200amp, with Disconnect REXU	X
366919	Meter, Form 2S, Type A3TL, 480 Volt, 200 amp	X
366920	Meter, Electric, Form 2S, Type R2S, House 200 amp REXU	X
366922	Meter, Form 12S, Type R2SD,Network with Disconnect	X
366923	Meter, Form 2S, Type R2S, 320 amp, REXU	X
366924	Meter, Form 16S, Type A3RL, Class 200 Amp	X
366925	Meter, Form 16S, Type A3RL, Class 320 Amp	X
366927	Meter, Form 12S, Type R2S, Class 200 w/o Disconnect	X
366928	Meter, Form 12S, Type A3TL, Class 200 Amp	X
366930	Conenctor, ZEUX	X
366931	Box, Fiber, For AME / (Ham*Ej14128)	X
366932	Adapter, Padlock, For 366931	X
366933	Repeater, EA, Large, Pole Mounting Kit, 7S1852G002	X
366934	Repeater, EA, 120 VAC Power	X
366935	Gatekeeper, EA, AC, W/Battery	X
366936	Kit, Mounting, Repeater, Single Bolt	X
366937	Meter, Electric, 16S Cl 200, ZD3310P80L4, Bi-Directional for Solar	X
366938	Meter, Electric, 16S, CL320, ZD3410P80L4, Bi-Directional for Solar	X
366940	Meter, 16S, Cl 200, 120-480V, Remote DS, ZD3310P80L4	X
366941	Meter, CL 320 120-480 RD ZD3410P80L4	X
366950	Repeater, 120 VAC, Wireless, 5D26194G01	X

Apendix C - Emergency Items

360060	XFMR, 1 PH Pad, 25 kVA, DV 120/240 Type 2	E
360062	XFMR, 1 PH Pad, 50 kVA, DV 120/240 Type 2	E
360087	XFMR, 1 PH Pole, 25 kVA, DV 120/240	E
360089	XFMR, 1 PH Pole, 50 kVA, DV 120/240	E
360090	XFMR, 1 PH Pole, 75 kVA, DV 120/240	E
360425	XFMR-VS, 1 PH Pad, 25 kVA, DV 120/240 Type 2	E
360840	XFMR, 1 PH Pad 25 KVA 14.4 120/240 Type 1	E
360841	XFMR, 1 PH Pad, 50 KVA 14.4 120/240 Type 1	E
360842	XFMR, 1 PH Pad, 75 KVA 14.4 120/240 Type1	E

Appendix D - Critical Items		
Stock Number	BID Description	Description II
360051	G&W SWGR PVI411S-3L 27KV	G&W SWGR
360057	G&W SWGR PA21-P302	G&W SWGR
360058	G&W SWGR-PVI42-386 2S-2L	G&W SWGR
360059	G&W SWGR-PVI43-386-3S-1 L	G&W SWGR
360383	G&W SWGR-PVI162F-2S-4L	G&W SWGR
360072	Howard 9585-435626-089	3 Ph. Xfmr. 500-208/120
360073	Howard 9589-435593-008	3 Ph. Xfmr. 750-208/120
360074	Howard 9593-435588-096	3 Ph. Xfmr. 1000-208/120
360075	Howard 9594-435577-054	3 Ph. Xfmr. 1500-208/120
360081	Howard 9585-435604-065	3 Ph. Xfmr. 500-480/277
360082	Howard 9589-435604-066	3 Ph. Xfmr. 750-480/277
360083	Howard 9593-435604-067	3 Ph. Xfmr. 1000-480/277
360084	Howard 9594-435604-068	3 Ph. Xfmr. 1500-480/277
360085	Howard 9595-435604-069	3 Ph. Xfmr. 2000-480/277
360086	Howard 9596-435604-070	3 Ph. Xfmr. 2500-480/277

Appendix E - Truck Stock

PART	Description	Truck Stock
360005	Cable, Hendrix Tap Wire #6 Solid (TAP06CUSOL-03)	T
360009	Feed Thru, 200 amp 25kV	T
360010	Lube,SL5 Silicone Assembly Lab	T
360011	Cap, Protective, 200 amp Bushing, 15kV	T
360015	Parking Stand, 200 amp 15kV	T
360018	Sealing Kit, 200 amp Elbow, Cold Shrink, 1/0 Al 260mil, .95"-1.94" Jacketed	T
360023	Bushing Insert, Load break 200 amp, 25kV	T
360024	Elbow, 1/0, 14,400 Load break	T
360027	T-Body, 200 Amp Elbow Reducing Tap Plug	T
360032	T-Body, Elbow Housing Kit, 500 Cu	T
360146	Bolt, Machine, 5/8" x 12"	T
360147	Bolt, Machine, 5/8" x 14"	T
360150	Bolt, Machine, 5/8" x 16"	T
360158	Bolt, Oval Eye, 5/8" x 14"	T
360159	Bolt, Oval Eye, 5/8" x 16"	T
360162	Bolt, Single Upset 5/8" x 14" w/o Spool	T
360164	Clevis, Neutral Rack, w/o Spool	T
360169	Cover, Fuse Cutout, Kaddas	T
360171	Clamp, Ground Rod 5/8"	T
360172	Cover, Xfmr Bushing, Kaddas (KE1077RGR)	T
360173	Cover, Arrester, Kaddas (KE1053GR)	T
360174	Clamp, Hot Line, #8 - 2/0	T
360176	Clamp, Service Wedge, 1/0 - #4 ACSR	T
360177	Clamp, Service Wedge, 4/0 - 2/0 ACSR	T
360178	Clamp, Service Wedge, #2 - #6ACSR	T
360186	Clamp, Deadend, Bare Conductor 4 to 336 - 556.5 w/ U-Bolt,	T
360187	Connector, Comp. H-Type, WR139, A 1/0-4 - B 8-10 C 8-10	T
360188	Connector, Comp. H-Type, A 3-1/0 - B 6-2, WR189 (#2)	T
360189	Connector, Comp., WR279 H-Type, A 2/0-1 - B 2/0-1, (#4)	T
360190	Connector, Comp. WR399, H-Type, A 3/0-4/0 - B 1-2/0, (#6)	T
360191	Connector, Comp. H-Type, A 3/0-4/0 - B 3/0-4/0, WR419 (#7)	T
360192	Connector, Comp. H-Type, A 3/0-4/0 - B 6-2, WR379 (#5)	T
360222	Pin, Crossarm, 5/8" x 7" shank x 7" shaft	T
360224	Connector, Wedge, A 336 - B #1/0 (WCY51)	T
360227	Cutout, Assembly 27kV 100 amp, w/ bracket	T
360229	Guy, Grip, DE 3/8"	T
360239	Clamp, Hot Line, #6 - 795	T
360240	Guard, Guy, Yellow 8 foot	T
360241	AAC301--Suspension Clamp	T
360242	Clamp, Hot Line Stirrup, 336 .4 - 954MCM	T
360243	Clamp, Hot Line Stirrup, #4 - 4/0	T
360251	Insulator, Spool, 3"	T
360252	Fuse, Link, K-Speed, 20 Amp	T
360253	Fuse, Link, K-Speed, 40 Amp	T

360257	Fuse, Link, T-Speed, 3 Amp	T
360259	Fuse, Link, T-Speed, 6 Amp	T
360260	Fuse, Link, T-Speed, 12 Amp T-Speed	T
360262	Fuse, Link, T-Speed, 20 Amp	T
360266	Fuse, Link, T-Speed, 50 Amp (M50TA23)	T
360268	Fuse, Link, T-Speed, 80 Amp	T
360269	Fuse, Link, T-Speed, 100 Amp T-Speed	T
360274	Washer, Spring Dbl. Coil Lock, 5/8"	T
360282	Nail, #8 Penny, Galvanized, 1 lb Box (4NEV6)	T
360283	Nut, Eye, 5/8"	T
360292	Screw, Lag 5/16" x 2"	T
360293	Screw, Lag 1/2" x 4"	T
360298	Splice, OH Automatic, 1/0-2/0 ACSR	T
360301	Splice, OH Automatic, 336 AAC	T
360304	Splice, OH Automatic, 336 ACSR	T
360305	Link, Fig 8 Eye, 30,000# rating	T
360313	Staple, 1/4"x 1.5", Ground Wire	T
360319	Lug, Ground Xfmr Tank #8-2/0	T
360329	Lug, Compression 2 Hole, #2, Purple	T
360338	Tie, Bare Wire, #6 Al	T
360351	Washer, Square Flat, 2.25"- 5/8" bolt	T
360353	Washer, Square Curved, 3" - 5/8" bolt	T
360387	Lock, Rotary Shackle	T
360389	Lock, Padlock Key,(ONLY) Rotary Shackle (#010-BRASS KEY)	T
360399	Rod, Ground, 5/8" x 8'	T
360402	Connector, 4 port,Gelport Submersible, GPRT-350-4P-C , #12-350	T
360403	A307 HEX BOLT WITH FIN HEX NUT ASSEMBLED 1/2"X 2"	T
360404	Washer, Round, Galvanized, 9/16"	T
360445	Clamp, Deadend, Bare Conductor #6-2/0 w/ U-Bolt, 1 Bolt, ADSB48N	T
360446	Clamp, Deadend, Bare Conductor #336.4 - #954 w/ U-Bolt	T
360505	Splice, Guy Wire, Auto, 3/8", GLS5002, 50 per box	T
360506	Deadend, Auto, Guy Wire, GDE5102,3/8" 50 per box	T
360550	Light, LED Autobahn 100W EQ, 3K Type II, Gray Cobra Heads	T
360567	Insulator, Guy Strain, 78", 21,000" rating	T
360569	Moulding, Wood, Pole Ground Cover 3/4" x 8'	T
360570	Pin, Pole Top 21", 4.5" offset	T
360586	Insulator, Guy Strain,18", 16,000" rating	T
360611	Insulator, Polymer, 25kV, deadend	T
360629	Bracket, Fiberglass, Single, Cloverleaf	T
360637	Light Security, LED (BR1S) Head & Shield	T
360701	Connector, Finger Mole, #12-350, 6 Tap, Blackburn	T
360703	Connector, Finger Mole, #6-500, 6 Tap, Burndy	T
360737	Cable, Bare #4 Cu Solid	T
360759	Guy, Pole Eye Plate, 28,000 Lb. Cap	T
360894	Connector, Crimpit, #2 - #2Cu Stranded	T
360950	Fuse, Bayonette, 3 amp	T
360952	Fuse, Bayonette, 15 amp	T

360953	Fuse, Bayonette, 25 amp	T
360956	Fuse, Bayonette, 8 amp	T
360960	Fuse, Street Light, 10 Amp (KLKR10)	T
360961	Fuse, Street Light, 15 Amp (KLKR15)	T
360962	Fuse, Street Light, 30 Amp (KLKR30)	T
361004	Tape, Scotch 35 Marking, Violet	T
361005	Tape, Scotch 35 Marking, Brown	T
361006	Tape, Scotch 35 Marking, Gray	T
361007	Tape, Scotch 35 Marking, Orange	T
361009	Tape, Scotch 35 Marking, Yellow	T
361010	Pull Tape, 2500 Lb. (3000')	T
361011	Tape, Scotch 35 Marking, Red	T
361012	Tape, Scotch 35 Marking, White	T
361013	Tape, Scotch 35 Marking, Blue	T
361024	Tape, Electrical, 37, 1.5" Wide	T
362057	Adapter, Pin Insulator, 5/8" bolt to 1" Lead (Use Stk# 360914)	T
362058	Pin, 6" Lag Screw	T
362060	Strap/Nail, Wood Moulding 1-3/16" x 1-11/16"	T
362094	Washer, Flat, SS, 1/2"	T
362095	Nut, SS, 1/2"	T
362096	Washer, Lock, SS, 1/2"	T
362102	Wire, THHN, #12 solid, White	T
362103	Wire, THHN, #12 solid, Black	T
362227	Cutout, Assembly 27kV 200 amp, load break, w/ bracket	T
364101	Tie, Preformed, #336 Top Tie (UTJ-1310)	T
364102	Tie, Preformed, #1/0 ACSR, Top Tie	T
364111	Tie, Preformed, #1/0 ACSR, Spool Tie	T
364113	Tie, Preformed, #336 Spool Tie	T

Appendix F

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

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. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, 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 insurance company must be licensed and authorized to do business in the State of Texas.
F. 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 subject to the rules and regulations as promulgated by the Texas Department of Insurance:
    1. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

G. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds, but only with regard to the acts and/or omissions caused in whole or in part by TEC on the Commercial General Liability and Business Automobile Liability Policies.

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. A copy of the policy must be provided at the request of the City of Georgetown.

E. The coverage shall not exclude: premises/operations; products/completed operations; insured contracts; and where exposures exist, do not have specific exclusions for the Explosion, Collapse and Underground hazards.

F. The City shall be listed as Additional Insured, but only with regard to the acts and/or omissions caused in whole or in part by TEC and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

V. Business Automobile Liability requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.

B. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.

C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.

D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VI. Workers' Compensation Insurance requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the 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.

Honeywell

Elster Solutions, LLC
208 S Rogers Ln
RALEIGH NC 27610
United States

Delivery Note

Shipping Address
1891925
City of Georgetown
300 Industrial Blvd
GEORGETOWN TX 78626
United States

Sold-to Address
1889267
City of Georgetown
113 W 8th
GEORGETOWN TX 78627
United States

Information

Document Number	8130964043
Document Date	18.04.2022
Purchase Order No.	PO-2208393
Purchase Order Date	22.10.2021
Sales Order Number	28715077
Sales Order Date	22.10.2021
Legacy Sales Order No:	
Customer Number	1891925
Shipping Conditions	Standard shipment
Incoterms	FOB DESTINATION
Delivery Date	25.04.2022
Bill of Lading	
No of Packages	
Total Weight	
Net Weight	
Service Parts Delivery Text	
Freight forwarding agent	

CSR:

Item	Material/Description	Order Qty	Delivery Qty	Weight	Batch Num
10	REXU ZHCW4A00004	2000 EA	2,000 EA	0 KG	

Configured Model Nbr: ZHCW4A00004D,000000GTOWN-ZJ
Order/Item 28715077/10 22.10.2021
Customer's PO no./item PO-2208393 1
366918
Customer Material No: 366918
Customer Serial No : (R33847015-R33849014)
Elster Serial No : (33847015-33849014)

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Avfuel Contract & Ratification

SUGGESTED ACTION:
Consideration and possible action to ratify expenditures between September 1 and October 13 for the wholesale purchase of aviation fuel in the amount of $863,065.70 with Avfuel Corporation pursuant to Contract No. 22-0047-SC previously approved on March 22, 2022, and renewed for its Third Renewal term on September 9th, 2025 -- Matthew Sommerfeld, Airport Manager, and Eric Johnson, Public Works Director

ITEM SUMMARY:
The Avfuel contract was awarded through a competitive bid process that runs annually with a budgeted amount of $3,890,000. Staff is requesting approval of $863,065.70 for aviation fuel purchase identified in the annual budget, to be purchased between September 1 and October 13th.

FINANCIAL IMPACT:
Funds for aviation fuel are budgeted annually, and the increase in fuel expenses is offset by the revenue fuel generates.

SUBMITTED BY:
Anne Pogson, Public Works

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Interlocal Agreement with Williamson County related to the Ronald Reagan Segment C2 Construction Project

SUGGESTED ACTION:
Consideration and possible action to approve an Interlocal Agreement regarding the design and construction of utilities related to the Ronald Reagan Segment C2 construction project with Williamson County -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:
Williamson County is moving forward with an expansion project of Ronald Reagan between FM3405 and SH195. The project will expand Ronald Reagan from two lanes (one in each direction) to four lanes (two in each direction). The project is broken up into three distinct segements: C2 (FM3405 to Williams Drive), D1 (Williams Drive to CR245), and D2 (CR245 to SH195).

This agreement is for the design and relocation of existing utility conflicts for proposed Segment C2 that are estimated to cost the city a total of $294,275.33. This amount includes design cost, as well as the estimated cost to relocate a waterline crossing at Wild Nolina Way and a short sewer force main conflicting with proposed drainage. Specific detail on the precise location and cost estimates is provided in the Agreement's Exhibits A and B. Actual payment will be determined based on bids received.

The design has been completed and construction of the relocations will be incorporated into the County's overall project. The city will provide inspection oversight and coordination on the utility relocations with the County's selected contractor.

Williamson County plans to bid the project in late 2026 and begin construction in early 2027. Construction is anticipated to take approximately 2 years.

Staff has reviewed the plans and cost estimate and recommends approval of the proposed agreement.

FINANCIAL IMPACT:
Funds are available in the City's FY27 Water Capital Improvement Plan Budget for this expense.

SUBMITTED BY:
Shawn Gunnin, Systems Engineering

ATTACHMENTS:
WILCO -- ILA with COGT for RR - Segment C2 - Utilities_clean 9.2.26.pdf
20260619-RRC2-ILA-ExhibitA.pdf
20260619-RRC2-ILAExhibitB.pdf

INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF GEORGETOWN, TEXAS, AND WILLIAMSON COUNTY, TEXAS, IN THE DESIGN AND CONSTRUCTION OF UTILITIES RELATED TO THE RONALD REAGAN SEGMENT C2 CONSTRUCTION PROJECT

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

THIS INTERLOCAL AGREEMENT ("**Agreement**") is entered into between the City of Georgetown, Texas ("**City**"), a Texas home-rule municipality, and Williamson County, a political subdivision of the State of Texas ("**County**"). In this Agreement, the City and the County are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and

WHEREAS, the County is and has been in the process of developing, designing, and constructing improvements to Ronald Reagan Boulevard ("County Project") from County Road 289 to County Road 248 for road expansion needed to accommodate growth; and

WHEREAS, currently in place under and along approximately 1.6 miles of the County Project are City-owned and operated water and wastewater facilities as depicted on Exhibit "A" attached hereto ("City Facilities"); and

WHEREAS, for the County Project to move forward, the City Facilities must be relocated ("City Project"); and

WHEREAS, the Parties have agreed to share the cost of the City Project; and

WHEREAS, the City has agreed to be responsible for 72.62% of the actual design and construction costs related to the City Project.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and City agree as follows:

I.
PURPOSE

1.01 General. The purpose of this Agreement is to provide consent for the County's participation in the design, utility relocation, and construction of the City Project and for the City's reimbursement to the County of the City Project's design and construction costs.

1.02 Continuation of Service. The County shall undertake the County Project in a manner that minimizes disruption of water service to existing City customers. Without the prior written consent of the City's Water Director, the County Project shall not result in an interruption of water service to any existing City customer exceeding four (4) hours during the months of June, July, or August, or eight (8) hours during any other time of the year.

II.
DESIGN AND CONSTRUCTION OF CITY PROJECT

2.01 Design of City Project. The County shall be responsible for contracting with a firm ("Design Firm") regarding the engineering and design for the City Project. The County shall provide the City with final as-builts at the completion of the construction of the City Project.

2.02 Construction of the City Project. The County will jointly bid the City Project and the County Project. The County will construct the City Project concurrently with the County Project. The County will present all change orders regarding the City Project to the City for approval prior to acceptance by the County.

2.03 Design and Construction Costs. The design and construction costs are currently estimated to be $72,063.00 ("Design Costs") and $333,163.29 ("Construction Costs") respectively, as set forth in the Proposed Scope of Services and Preliminary Engineer's Opinion of Probable Construction Costs, attached hereto as Exhibit "B" ("Probable City Project Cost"). However, these estimates are subject to change.

2.04 Construction Plans. The City Project plans and specifications, including any amendments, for the improvements shall be reviewed and approved by the City prior to construction. Any changes or modifications to the City Project plans will be submitted to the City for review and approval before commencing construction or authorizing any change order. The City may consult with the contractor before any subcontractor begins construction work on the City Project.

2.05 Inspection. The City shall inspect all aspects of the City Project. Upon receipt of notification from the City that the City's inspectors determine the construction by the County is not in accordance with the approved City Project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction can be implemented with the agreement of the City.

2.06 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the County Project. All permit fees required for the City Project shall be waived.

2.07 Insurance, Bonds, and Warranties. The County shall require the contractor for the County Project and City Project to maintain adequate insurance coverage against claims for injuries to persons and damage to property, and to name the City as an additional insured on any policies related to the County Project and City Project. The County shall require the contractor to provide performance bonds, payment bonds, and maintenance bonds in favor of the City for the County Project and City Project in amounts satisfactory to the City. All applicable warranties shall be transferred to the City upon final completion and acceptance of the City Project by the City.

2.08 City's Right to Audit. County agrees that the City or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the County which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. County agrees that City shall have access during normal working hours to all necessary County facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give County reasonable advance notice of intended audits.

III.
CITY OBLIGATIONS

3.01 Permission to Construct. City agrees to allow the County to construct the City Project on and within City property.

3.02 City Payment (Design). The City shall reimburse the County for 72.62% of all of the City Project's actual design costs. Based on the Probable City Project Cost, the City's reimbursement responsibility for the Design Costs is currently estimated at FIFTY-TWO THOUSAND THREE HUNDRED THIRTY-TWO and 15/100 DOLLARS ($52,332.15) (the "City Design Costs"). The County shall submit a reimbursement request to the City for the City Design Costs upon submittal and acceptance of the final City Project plans and specifications and final execution of this Agreement. The City shall pay the reimbursement request within thirty (30) days after receipt of said reimbursement request from the County.

3.03 City Payment (Construction). The City shall reimburse the County for 72.62% of all the City Project's actual construction costs. Based on the Probable City Project Cost, the City's reimbursement responsibility for the Construction Costs is currently estimated at TWO HUNDRED FORTY-ONE THOUSAND NINE HUNDRED FORTY-THREE and 18/100 DOLLARS ($241,943.18) (the "City Construction Costs"). The County shall submit reimbursement requests for the City Construction Costs using the following payment schedule: 25% upon execution of this Agreement, 25% upon award of the City Project construction contract, 25% when City Project construction is 50% complete, as determined by the value of the work completed to date against the contract amount, and the final 25%, including any adjustments for change orders, upon final completion of the City Project. The County shall submit written reimbursement requests to the City. The City shall pay each reimbursement request within thirty (30) days after receipt of said reimbursement request from the County.

3.04 Texas Prompt Payment Act Compliance. To the extent permitted by law, Chapter 2251 of the Texas Government Code shall govern payment for goods and services. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City of Georgetown Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by City in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of City fiscal year in which the payment becomes due. The

said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

3.05 Operation and Maintenance. Upon completion of the City Project and acceptance by the City, the City will own and maintain the City Project improvements, without the need for formal conveyance.

IV.
DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting Party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damages arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting Party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

4.04 Force Majeure. If, by reason of force majeure, any Party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such Party shall give written notice of the full particulars of such force majeure to the other Party within ten (10) days after the occurrence thereof. The obligations of the Party giving such notice, to the extent affected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances: acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the Party claiming such inability.

V.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791 of the Texas Government Code.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion and the City's acceptance of the City Project.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected, and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04. Payment from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the City Project shown in Exhibit A.

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. The venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

GEORGETOWN: 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

COUNTY: 1848 Texas Trail
Georgetown, Texas 78626
Attn: Steve Snell
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.12 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

THE CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2026, by Josh Schroeder as Mayor of the City of Georgetown, a Texas home-rule city, on behalf of said city.

_____
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By:_____
Steve Snell, County Judge

ATTEST:

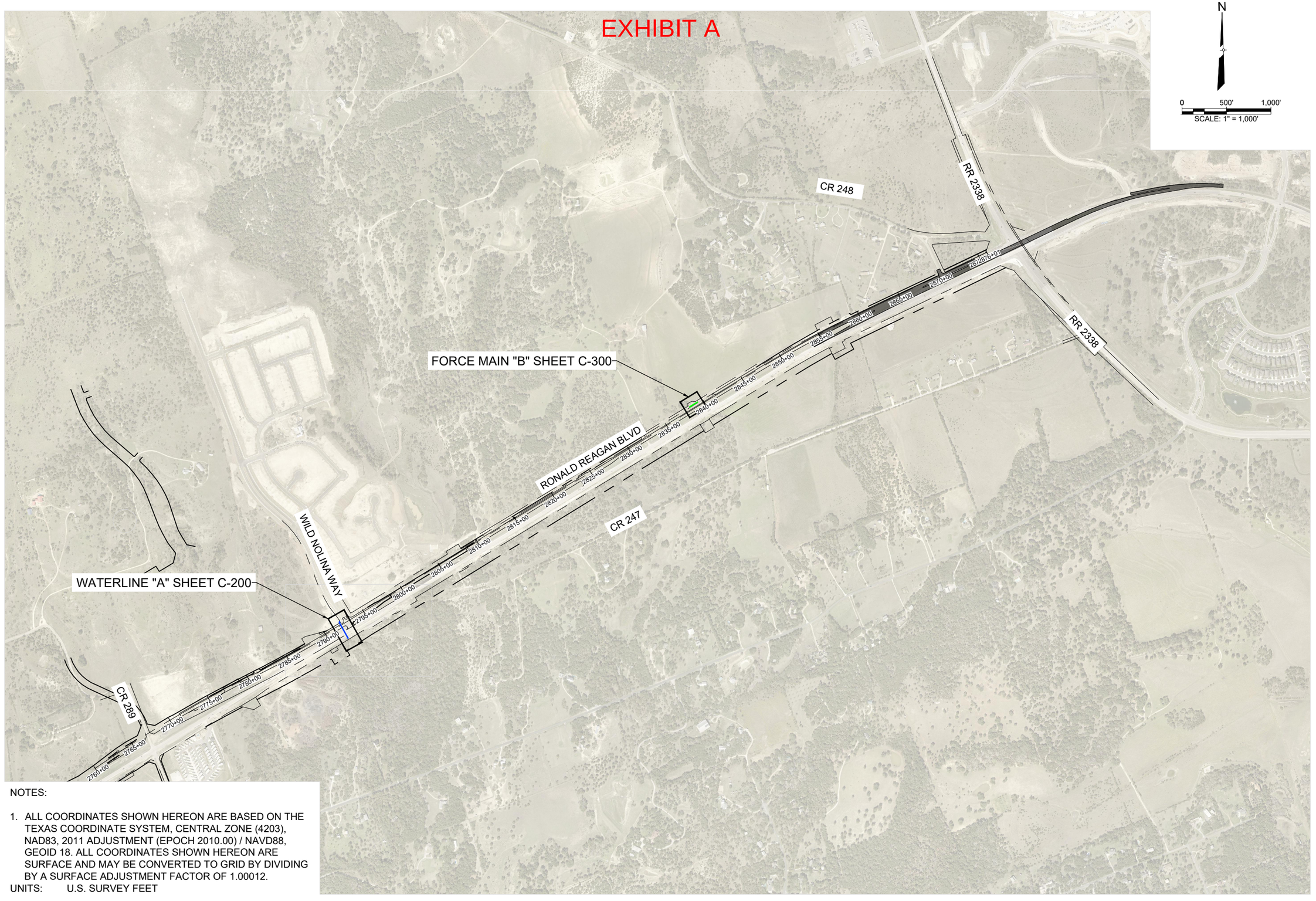
By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this _____, by Steve Snell, County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

EXHIBIT A



NOTES:

1. ALL COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83, 2011 ADJUSTMENT (EPOCH 2010.00) / NAVD88, GEOID 18. ALL COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012.

UNITS: U.S. SURVEY FEET

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10046706
9600 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.9953
WWW.COBBFENDLEY.COM

OVERALL LAYOUT

RONALD REAGAN C2
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 2503-016-01 22
DESIGN: A. TERRAZAS
DRAWN: I. PRIETO
CHECK: H. NEWTON
APPR: A. TERRAZAS
DATE: 5/12/2026

STATE OF TEXAS
ANTONIO TERRAZAS
153306
LICENSED
PROFESSIONAL ENGINEER
5/12/2026

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT

SHEET
C-004

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\56_RonaldReagan_C2\01\DESIGN\C-100-KEYMAP.dwg – Tab: KEYMAP – Plotted: 5/12/2026 2:39 PM By: ANTONIO TERRAZAS

Exhibit B

	Total Costs	City Obligation (72.62% of Total Costs)
Design Fee	$72,063.00	$52,332.15
Construction Fee	$333,163.29	$241,943.18
Total	**$405,226.29**	**$294,275.33**

City of Georgetown
Ronald Reagan Blvd - C2
Water & Wastewater Improvements and Relocations
100% Engineer's Opinion of Probable Construction Cost
5/12/2026

ITEM	Description	Unit	Quantity	Unit Cost	Total Cost
TxDOT Pay Items					
160 WC01	FURNISHING AND PLACING TOPSOIL (4")	SY	1394	$ 2.00	$ 2,788.00
161 WC02	EROSION CONTROL COMPOST (3")	SY	349	$ 4.00	$ 1,394.00
162 WC103	MULCH TOPDRESSING (5")	SY	349	$ 4.00	$ 1,394.00
164 WC04	SEEDING FOR EROSION CONTROL (TEMP) (COOL) (TY4)	SY	697	$ 1.00	$ 697.00
164 WC05	SEEDING FOR EROSION CONTROL (PERM) (WARM) (TY5)	SY	1394	$ 1.00	$ 1,394.00
164 WC10	SEEDING FOR EROSION CONTROL (TEMP) (WARM) (TY10)	SY	697	$ 1.00	$ 697.00
166 WC01	FERTILIZER	TON	0.09	$ 1,500.00	$ 130.69
168 WC01	VEGETATIVE WATERING	TGL	41.8	$ 30.00	$ 1,254.60
506 7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	859	$ 5.00	$ 4,295.00
506 7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	859	$ 2.00	$ 1,718.00
506 7044	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	16	$ 7.00	$ 112.00
506 7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	16	$ 2.00	$ 32.00
City of Georgetown Pay Items					
501S-24	Jacking or Boring, 24" Steel Pipe, ASTM A134	LF	80	$ 850.00	$ 68,000.00
CIP11.06-B	Trench Excavation Safety Protection System (All Depths)	LF	253	$ 4.00	$ 1,012.00
W1.17.C	Ductile Iron Fittings (C-153 Weight Schedule)	TON	0.43	$ 19,000.00	$ 8,208.00
W1.17.D-12"x12"	Wet Connections, 12"x12"	EA	1	$ 7,500.00	$ 7,500.00
W2.10.AR.12	Pipe, 12" Dia. PVC C-900 DR18 (Restrained), Complete in Place, Including Excavation and Backfill	LF	265	$ 180.00	$ 47,700.00
W3.21.B	Fire Hydrant Assembly, Including 6" Gate Valve, 6" Lead Pipe, and Fittings	EA	1	$ 10,000.00	$ 10,000.00
W4.05-24"	Encasement Pipe, 24" Dia., Steel	LF	86	$ 400.00	$ 34,400.00
SP.W1.17.A-16"	Restrain Existing DI Pipe, 16" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	EA	1	$ 8,000.00	$ 8,000.00
SP.W2.10.A-12"	Restrain Existing PVC Pipe, 12" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	EA	1	$ 5,000.00	$ 5,000.00
SP.W3.21.C-30"X12"	Pressure Tap, 30"x12" (including 30" tapping sleeve, 12" gate valve)	EA	1	$ 30,000.00	$ 30,000.00
SP.W3.21.E	Remove Existing Gate Valve	EA	1	$ 3,000.00	$ 3,000.00
SP.W3.21.F	Remove Existing Fire Hydrant	EA	1	$ 5,000.00	$ 5,000.00
SP.W4.05-30"	Split Encasement Pipe, 30" Dia., Steel	LF	68	$ 850.00	$ 57,800.00
				Grand Total Construction	$ 301,526.29

Construction

Exhibit B

Total Design Fee Estimate

	Task	Labor	Expense	Total Fee
Design Cost	Design	$71,858.00	$205.00	$72,063.00
Paid as part of Construction	Bid	$7,480.00	$62.00	$7,542.00
	Construction	$23,788.00	$307.00	$24,095.00
	Total	$103,126.00	$574.00	$103,700.00

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Interlocal Agreement with Williamson County related to the Ronald Reagan Segment D1 Construction Project

SUGGESTED ACTION:
Consideration and possible action to approve an Interlocal Agreement regarding the design and construction of utilities related to the Ronald Reagan Segment D1 construction project with Williamson County -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:
Williamson County is moving forward with an expansion project of Ronald Reagan between FM3405 and SH195. The project will expand Ronald Reagan from two lanes (one in each direction) to four lanes (two in each direction). The project is broken up into three distinct segments: C2 (FM3405 to Williams Drive), D1 (Williams Drive to CR245), and D2 (CR245 to SH195).

This agreement is for the design and relocation of existing utility conflicts for proposed Segment D1 that are estimated to cost the city a total of $2,087,137.00. This amount includes design cost, as well as the actual low bid costs for waterline adjustments (roadway crossings and alignment shifts) at thirteen (13) different locations along the project route.

The design is completed and the project bid has been awarded. The low bid for this work was approximately $500,000 under the engineers estimate. Construction is anticipated to begin in October 2026 and will take approximately 2 years to complete. The City will provide inspection oversight and coordination on the utility relocations with the County's selected contractor.

Staff has reviewed the plans and bid tabulations and recommends approval of the proposed agreement.

FINANCIAL IMPACT:
Funds are available in the City's FY27 Water Capital Improvement Plan Budget for this expense.

SUBMITTED BY:
Shawn Gunnin, Systems Engineering

ATTACHMENTS:
WILCO -- ILA with COGT for RR - Segment D1 - Utilities_clean 9.2.26-SB-20260925.pdf
20260619-RRD1-ILA-ExhibitA.pdf
20261005-RRD1-ILA-ExhibitB-Corrected.pdf

INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF GEORGETOWN, TEXAS, AND WILLIAMSON COUNTY, TEXAS, IN THE DESIGN AND CONSTRUCTION OF UTILITIES RELATED TO THE RONALD REAGAN SEGMENT D1 CONSTRUCTION PROJECT

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

THIS INTERLOCAL AGREEMENT ("**Agreement**") is entered into between the City of Georgetown, Texas ("**City**"), a Texas home-rule municipality, and Williamson County, a political subdivision of the State of Texas ("**County**"). In this Agreement, the City and the County are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and

WHEREAS, the County is and has been in the process of developing, designing, and constructing improvements to Ronald Reagan Boulevard ("County Project") from County Road 248 to east of County Road 245 for road expansion needed to accommodate growth; and

WHEREAS, currently in place under and along approximately 2.5 miles of the County Project are City-owned and operated water and wastewater facilities as depicted on Exhibit "A" attached hereto ("City Facilities"); and

WHEREAS, for the County Project to move forward, the City Facilities must be relocated ("City Project"); and

WHEREAS, the City has agreed to be responsible for all design and construction costs related to the City Project.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and City agree as follows:

I.
PURPOSE

1.01 General. The purpose of this Agreement is to provide consent for the County's participation in the design, utility relocation, and construction of the City Project and for the City's reimbursement to the County of the City Project's design and construction costs.

1.02 Continuation of Service. The County shall undertake the County Project in a manner that minimizes disruption of water service to existing City customers. Without the prior written consent of the City's Water Director, the County Project shall not result in an interruption

of water service to any existing City customer exceeding four (4) hours during the months of June, July, or August, or eight (8) hours during any other time of the year.

II.
DESIGN AND CONSTRUCTION OF CITY PROJECT

2.01 Design of City Project. The County shall be responsible for contracting with a firm ("Design Firm") regarding the engineering and design for the City Project. The County shall provide the City with final as-builts at the completion of the construction of the City Project.

2.02 Construction of the City Project. The County will jointly bid the City Project and the County Project. The County will construct the City Project concurrently with the County Project. The County will present all change orders regarding the City Project to the City for approval prior to acceptance by the County.

2.03 Design and Construction Costs. The design and construction costs are currently estimated to be $232,878.00 ("Design Costs") and $1,854,259.00 ("Construction Costs") respectively, as set forth in the Proposed Scope of Services and Preliminary Engineer's Opinion of Probable Construction Costs, attached hereto as Exhibit "B" ("Probable City Project Cost"). However, these estimates are subject to change.

2.04 Construction Plans. The City Project plans and specifications, including any amendments, for the improvements shall be reviewed and approved by the City prior to construction. Any changes or modifications to the City Project plans will be submitted to the City for review and approval before commencing construction or authorizing any change order. The City may consult with the contractor before any subcontractor begins construction work on the City Project.

2.05 Inspection. The City shall inspect all aspects of the City Project. Upon receipt of notification from the City that the City's inspectors determine the construction by the County is not in accordance with the approved City Project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction can be implemented with the agreement of the City.

2.06 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the County Project. All permit fees required for the City Project shall be waived.

2.07 Insurance, Bonds, and Warranties. The County shall require the contractor for the County Project and City Project to maintain adequate insurance coverage against claims for injuries to persons and damage to property, and to name the City as an additional insured on any policies related to the County Project and City Project. The County shall require the contractor to provide performance bonds, payment bonds, and maintenance bonds in favor of the City for the County Project and City Project in amounts satisfactory to the City. All applicable warranties shall be transferred to the City upon final completion and acceptance of the City Project by the City.

2.08 City's Right to Audit. County agrees that the City or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents,

papers and records of the County which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. County agrees that City shall have access during normal working hours to all necessary County facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give County reasonable advance notice of intended audits.

III.
CITY OBLIGATIONS

3.01 Permission to Construct. City agrees to allow the County to construct the City Project on and within City property.

3.02 City Payment (Design). The City shall reimburse the County for 100% of the City Project's actual design costs. Based on the Probable City Project Cost, the City's reimbursement responsibility for the Design Costs is currently estimated at TWO HUNDRED THIRTY-TWO THOUSAND EIGHT HUNDRED SEVENTY-EIGHT and NO/100 DOLLARS ($232,878.00) (the "City Design Costs"). The County shall submit a reimbursement request to the City for the City Design Costs upon submittal and acceptance of the final City Project plans and specifications and final execution of this Agreement. The City shall pay the reimbursement request within thirty (30) days after receipt of said reimbursement request from the County.

3.03 City Payment (Construction). The City shall reimburse the County for 100% of the City Project's actual construction costs. Based on the Probable City Project Cost, the City's reimbursement responsibility for the Construction Costs is currently estimated at ONE MILLION EIGHT HUNDRED FIFTY-FOUR THOUSAND TWO HUNDRED FIFTY-NINE and NO/100 DOLLARS ($1,854,259.00) (the "City Construction Costs"). The County shall submit reimbursement requests for the City Construction Costs using the following payment schedule: 25% upon execution of this Agreement, 25% upon award of the City Project construction contract, 25% when City Project construction is 50% complete, as determined by the value of the work completed to date against the contract amount, and the final 25%, including any adjustments for change orders, upon final completion of the City Project. The County shall submit written reimbursement requests to the City. The City shall pay each reimbursement request within thirty (30) days after receipt of said reimbursement request from the County.

3.04 Operation and Maintenance. Upon completion of the City Project and acceptance by the City, the City will own and maintain the City Project improvements, without the need for formal conveyance.

3.05 Texas Prompt Payment Act Compliance. To the extent permitted by law, Chapter 2251 of the Texas Government Code shall govern payment for goods and services. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City of Georgetown Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by City in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment

is the rate in effect on September 1 of City fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.
DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting Party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damages arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting Party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

4.04 Force Majeure. If, by reason of force majeure, any Party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such Party shall give written notice of the full particulars of such force majeure to the other Party within ten (10) days after the occurrence thereof. The obligations of the Party giving such notice, to the extent affected by the force majeure, shall be suspended during the continuance of the inability claimed,

except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances: acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the Party claiming such inability.

V.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791 of the Texas Government Code.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion and the City's acceptance of the City Project.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected, and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04. Payment from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the City Project shown in Exhibit A.

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. The venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

GEORGETOWN: 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

COUNTY: 1848 Texas Trail
Georgetown, Texas 78626
Attn: Steve Snell
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.12 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

THE CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2026, by Josh Schroeder as Mayor of the City of Georgetown, a Texas home-rule city, on behalf of said city.

_____
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By:_____
Steve Snell, County Judge

ATTEST:

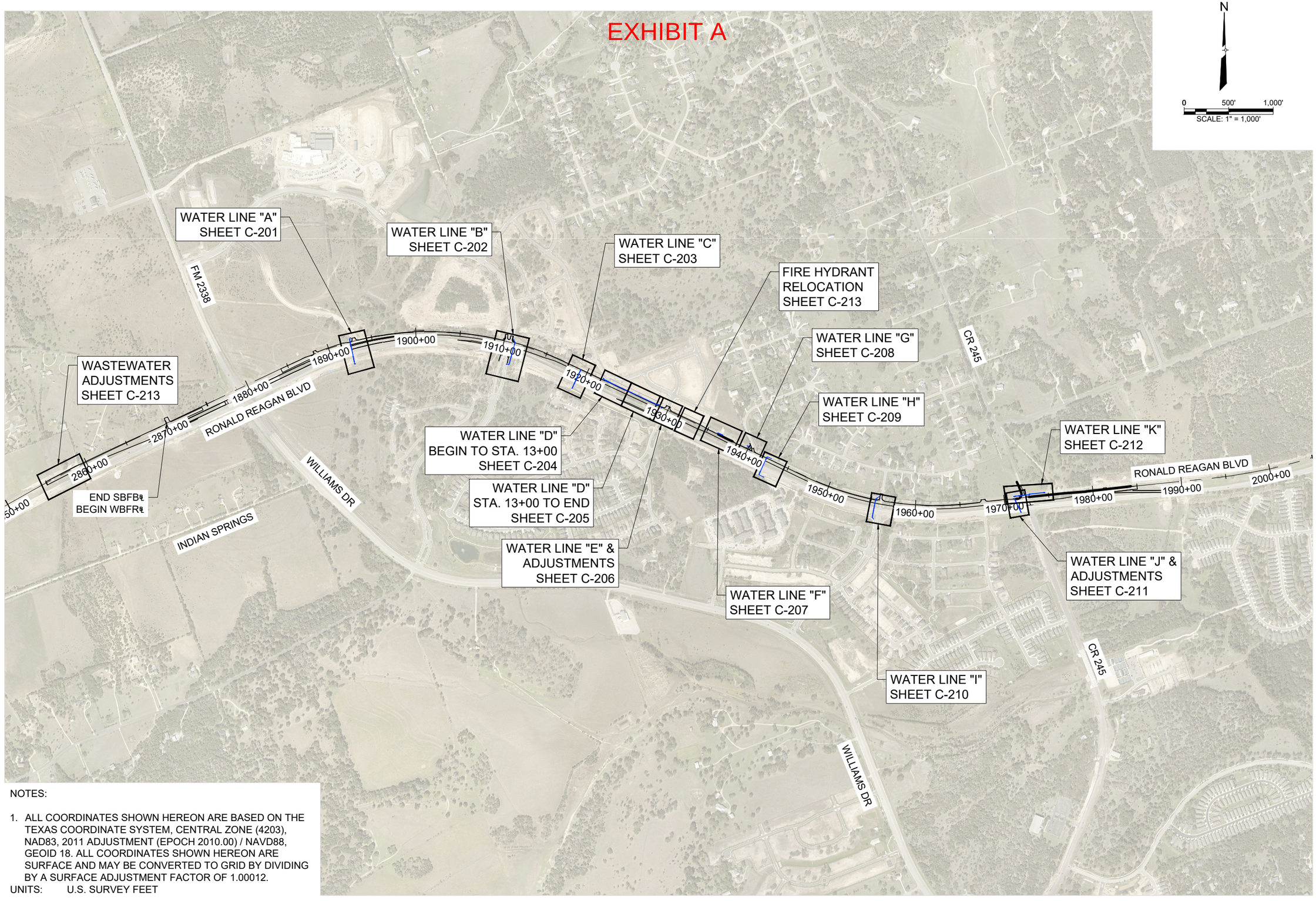
By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this _____, by Steve Snell, County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

EXHIBIT A



NOTES:

1. ALL COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83, 2011 ADJUSTMENT (EPOCH 2010.00) / NAVD88, GEOID 18. ALL COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012.

UNITS: U.S. SURVEY FEET

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10046700
9800 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.5953
WWW.COBBFENDLEY.COM

OVERALL LAYOUT

RONALD REAGAN D1
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 2503-016-01 23
DESIGN: G. TOMBA
DRAWN: G. TOMBA
CHECK: A. TERRAZAS
APPR: H. NEWTON
DATE: 4/29/2026

STATE OF TEXAS
HOPE M. NEWTON
154023
LICENSED
PROFESSIONAL ENGINEER
4/29/2026

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.

SHEET
C-100

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\57_RonaldReagan-D1\01\DESIGN\C-100-KEYMAP.dwg -- Tab: OVERALL LAYOUT -- Plotted: 4/29/2026 11:17 AM By: RACHAEL NEWTON

	Total Costs	City Obligation (100%)
Design Fee	$232,878.00	$232,878.00
Construction Fee	$1,854,259.00	$1,854,259.00
Total	**$2,087,137.00**	**$2,087,137.00**

City of Georgetown
Ronald Reagan D1
Water and Wastewater Relocations and Improvements
Bid Analysis
8/3/2026

ITEM	Description	Unit	Quantity	Unit Cost	Total Cost
TxDOT Pay Items					
160-WC01	FURNISHING AND PLACING TOPSOIL (4")	SY	16290	$ 3.00	$ 48,870.00
161-WC01	EROSION CONTROL COMPOST (3")	SY	4075	$ 2.75	$ 11,206.25
162-WC103	MULCH TOPDRESSING (5")	SY	1135	$ 7.00	$ 7,945.00
164-WC04	SEEDING FOR EROSION CONTROL (TEMP) (COOL) (TY4)	SY	6446	$ 0.25	$ 1,611.50
164-WC05	SEEDING FOR EROSION CONTROL (PERM) (WARM) (TY5)	SY	3401	$ 0.55	$ 1,870.55
164-WC10	SEEDING FOR EROSION CONTROL (TEMP) (WARM) (TY10)	SY	6446	$ 0.25	$ 1,611.50
166-7002	FERTILIZER	TON	0.25	$ 1,760.00	$ 440.00
168-WC01	VEGETATIVE WATERING	TGL	197.3	$ 24.00	$ 4,735.20
0506-7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	4837	$ 3.50	$ 16,929.50
0506-7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	4837	$ 1.00	$ 4,837.00
0506-7002	ROCK FILTER DAM (INSTALL) (TY 2)	LF	651	$ 35.00	$ 22,785.00
0506-7011	ROCK FILTER DAM (REMOVE)	LF	651	$ 16.00	$ 10,416.00
0506-7020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	888	$ 12.00	$ 10,656.00
0506-7024	CONSTRUCTION EXITS (REMOVE)	SY	888	$ 6.00	$ 5,328.00
City of Georgetown Pay Items					
501-24	Jacking or Boring, 24" Steel Pipe, ASTM A134	LF	547	$ 672.00	$ 367,584.00
501-42	Jacking or Boring, 42" Steel Pipe, ASTM A134	LF	78	$ 1,215.00	$ 94,770.00
CIP11.06-B	Trench Excavation Safety Protection System (All Depths)	LF	1877	$ 1.50	$ 2,815.50
G4.06.D	Concrete Trench Cap (6" Thick, 2000 PSI)	LF	10	$ 150.00	$ 1,500.00
W1.17.AR-6"	Pipe, 6" Dia. DI CL-350 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	10	$ 430.00	$ 4,300.00
W1.17.A-24"	Pipe, 24" Dia. DI CL-250, all depths, Complete in Place, Including Excavation and Backfill	LF	283	$ 230.00	$ 65,090.00
W1.17.AR-24"	Pipe, 24" Dia. DI CL-250 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	544	$ 320.00	$ 174,080.00
W2.10.AR-12"	Pipe, 12" Dia. DR-18 C-900 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	1247	$ 85.00	$ 105,995.00
W2.10.AR-24"	Pipe, 24" Dia., PVC C-900 DR18 (Restrained), all depths, Complete in Place, including Excavation and Backfill	LF	277	$ 163.00	$ 45,151.00
W1.17.C	Ductile Iron Fittings (C-153 Weight Schedule)	TON	7.58	$ 11,000.00	$ 83,380.00
W1.17.D-8"x8"	Wet Connections, 8"x8"	EA	1	$ 3,940.00	$ 3,940.00
W1.17.D-12"x12"	Wet Connections, 12"x12"	EA	6	$ 3,800.00	$ 22,800.00
W1.17.D-24"x24"	Wet Connections, 24"x24"	EA	7	$ 3,720.00	$ 26,040.00
W3.21.A-12"	Valves, Gate 12" Dia.	EA	2	$ 4,405.00	$ 8,810.00
W3.21.A-24"	Valves, Gate 24" Dia.	EA	1	$ 35,220.00	$ 35,220.00
W3.21.B	Fire Hydrant Assembly, Including 6" Gate Valve, 6" Lead Pipe, and Fittings	EA	3	$ 10,725.00	$ 32,175.00
W4.05-24"	Encasement Pipe, 24" Dia., Steel	LF	371	$ 165.00	$ 61,215.00
W4.05-42"	Encasement Pipe, 42" Dia., Steel	LF	283	$ 360.00	$ 101,880.00
SP.W1.17.A-24"	Restrain Existing DI Pipe, 24” Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	EA	5	$ 10,500.00	$ 52,500.00
SP.W2.10.A-8"	Restrain Existing PVC Pipe, 8” Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	EA	1	$ 7,145.00	$ 7,145.00
SP.W2.10.A-12"	Restrain Existing PVC Pipe, 12” Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	EA	5	$ 8,710.00	$ 43,550.00
SP.W2.10.A-24"	Restrain Existing PVC Pipe, 24” Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	EA	1	$ 75,000.00	$ 75,000.00
SP.W3.21.C-24"x6"	Pressure Tap, 24"x6" (including 24" tapping sleeve, 6" gate valve)	EA	1	$ 37,500.00	$ 37,500.00
SP.W3.21.E	Remove Existing Gate Valve	EA	5	$ 675.00	$ 3,375.00
SP.W3.21.F	Remove Existing Fire Hydrant	EA	2	$ 7,040.00	$ 14,080.00
SP.W3.21.K	Remove Existing Air Release Valve	EA	1	$ 540.00	$ 540.00
SP.W3.21.O	Remove, Salvage, and Reuse Existing Fire Hydrant	EA	1	$ 10,800.00	$ 10,800.00
SP.W3.21.P	Remove, Salvage, and Reuse Existing Gate Valve	EA	1	$ 2,645.00	$ 2,645.00
SP.W3.21.AGV	Adjust Existing Gate Valve to Final Grade	EA	6	$ 350.00	$ 2,100.00
SP.W3.21.AFM	Adjust Existing Force Main Valve to Final Grade	EA	2	$ 675.00	$ 1,350.00
SP.W3.21.RV	Replace and Relocate ARV Vent Pipe	EA	1	$ 3,000.00	$ 3,000.00
SP.W4.05-24"	Split Encasement Pipe, 24" Dia., Steel	LF	17	$ 540.00	$ 9,180.00
SP.W4.05-30"	Split Encasement Pipe, 30" Dia., Steel	LF	21	$ 710.00	$ 14,910.00
SP.W4.05-42"	Split Encasement Pipe, 42" Dia., Steel	LF	113	$ 880.00	$ 99,440.00
SP.WW1.13.C	Major Manhole Height Adjustment	EA	2	$ 3,125.00	$ 6,250.00
SP.WW1.13.D	Minor Manhole Height Adjustment	EA	1	$ 2,620.00	$ 2,620.00
				Grand Total Construction	**$ 1,771,972.00**

Construction

Exhibit B

RRD1 Total Design Fee Estimate

Design Cost

Paid as part of Construction

	Labor	Expense	Total Fee
Design	$232,495.00	$383.00	$232,878.00
Bid	$8,644.00	$62.00	$8,706.00
Construction	$72,753.00	$828.00	$73,581.00
Total	$313,892.00	$1,273.00	$315,165.00

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Interlocal Agreement with Williamson County related to Ronald Reagan Segment D2 Construction Project

SUGGESTED ACTION:
Consideration and possible action to approve an Interlocal Agreement regarding the design and construction of utilities related to the Ronald Reagan Segment D2 construction project with Williamson County -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:
Williamson County is moving forward with an expansion project of Ronald Reagan between FM3405 and SH195. The project will expand Ronald Reagan from two lanes (one in each direction) to four lanes (two in each direction). The project is broken up into three distinct segments: C2 (FM3405 to Williams Drive), D1 (Williams Drive to CR245), and D2 (CR245 to SH195).

This agreement is for the design and relocation of existing utility conflicts for proposed Segment D2 that are estimated to cost the city a total of $725,646.30. This amount includes design cost, as well as the estimated cost to relocate waterline crossings at three locations along the project route. Specific detail on the precise location and cost estimates is provided in the Agreement's Exhibits A and B. Actual payment will be determined based on bids received.

The design has been completed and construction of the relocations will be incorporated into the County's overall project. The City will provide inspection oversight and coordination on the utility relocations with the County's selected contractor.

Williamson County plans to bid the project in late 2026 or early 2027. Construction is anticipated to take approximately 2 years.

Staff has reviewed the plans and cost estimate and recommends approval of the proposed agreement.

FINANCIAL IMPACT:
Funds are available in the City's FY27 Water Capital Improvement Plan Budget for this expense.

SUBMITTED BY:
Shawn Gunnin, Systems Engineering

ATTACHMENTS:
WILCO -- ILA with COGT for RR - Segment D2 - Utilities_clean 9.2.26.pdf
20260619-RRD2-ILA-ExhibitA.pdf
20260619-RRD2-ILA-ExhibitB.pdf

INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF GEORGETOWN, TEXAS, AND WILLIAMSON COUNTY, TEXAS, IN THE DESIGN AND CONSTRUCTION OF UTILITIES RELATED TO THE RONALD REAGAN SEGMENT D2 CONSTRUCTION PROJECT

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

THIS INTERLOCAL AGREEMENT ("**Agreement**") is entered into between the City of Georgetown, Texas ("**City**"), a Texas home-rule municipality, and Williamson County, a political subdivision of the State of Texas ("**County**"). In this Agreement, the City and the County are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and

WHEREAS, the County is and has been in the process of developing, designing, and constructing improvements to Ronald Reagan Boulevard ("County Project") from County Road 245 to SH 195 for road expansion needed to accommodate growth; and

WHEREAS, currently in place under and along approximately 3.1 miles of the County Project are City-owned and operated water and wastewater facilities as depicted on Exhibit "A" attached hereto ("City Facilities"); and

WHEREAS, for the County Project to move forward, the City Facilities must be relocated ("City Project"); and

WHEREAS, the City has agreed to be responsible for all design and construction costs related to the City Project.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and City agree as follows:

I.
PURPOSE

1.01 General. The purpose of this Agreement is to provide consent for the County's participation in the design, utility relocation, and construction of the City Project and for the City's reimbursement to the County of the City Project's design and construction costs.

1.02 Continuation of Service. The County shall undertake the County Project in a manner that minimizes disruption of water service to existing City customers. Without the prior written consent of the City's Water Director, the County Project shall not result in an interruption

of water service to any existing City customer exceeding four (4) hours during the months of June, July, or August, or eight (8) hours during any other time of the year.

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DESIGN AND CONSTRUCTION OF CITY PROJECT

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2.05 Inspection. The City shall inspect all aspects of the City Project. Upon receipt of notification from the City that the City's inspectors determine the construction by the County is not in accordance with the approved City Project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction can be implemented with the agreement of the City.

2.06 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the County Project. All permit fees required for the City Project shall be waived.

2.07 Insurance, Bonds, and Warranties. The County shall require the contractor for the County Project and City Project to maintain adequate insurance coverage against claims for injuries to persons and damage to property, and to name the City as an additional insured on any policies related to the County Project and City Project. The County shall require the contractor to provide performance bonds, payment bonds, and maintenance bonds in favor of the City for the County Project and City Project in amounts satisfactory to the City. All applicable warranties shall be transferred to the City upon final completion and acceptance of the City Project by the City.

2.08 City's Right to Audit. County agrees that the City or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents,

papers and records of the County which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. County agrees that City shall have access during normal working hours to all necessary County facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give County reasonable advance notice of intended audits.

III.
CITY OBLIGATIONS

3.01 Permission to Construct. City agrees to allow the County to construct the City Project on and within City property.

3.02 City Payment (Design). The City shall reimburse the County for 100% of the City Project's actual design costs. Based on the Probable City Project Cost, the City's reimbursement responsibility for the Design Costs is currently estimated at EIGHTY-SIX THOUSAND SIX and NO/100 DOLLARS ($86,006.00) (the "City Design Costs"). The County shall submit a reimbursement request to the City for the City Design Costs upon submittal and acceptance of the final City Project plans and specifications and final execution of this Agreement. The City shall pay the reimbursement request within thirty (30) days after receipt of said reimbursement request from the County.

3.03 City Payment (Construction). The City shall reimburse the County for 100% of the City Project's actual construction costs. Based on the Probable City Project Cost, the City's reimbursement responsibility for the Construction Costs is currently estimated at SIX HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED FORTY and 30/100 DOLLARS ($639,640.30) (the "City Construction Costs"). The County shall submit reimbursement requests for the City Construction Costs using the following payment schedule: 25% upon execution of this Agreement, 25% upon award of the City Project construction contract, 25% when City Project construction is 50% complete, as determined by the value of the work completed to date against the contract amount, and the final 25%, including any adjustments for change orders, upon final completion of the City Project. The County shall submit written reimbursement requests to the City. The City shall pay each reimbursement request within thirty (30) days after receipt of said reimbursement request from the County.

3.04 Texas Prompt Payment Act Compliance. To the extent permitted by law, Chapter 2251 of the Texas Government Code shall govern payment for goods and services. An invoice shall be deemed overdue on the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City of Georgetown Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by City in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of City fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

3.05 Operation and Maintenance. Upon completion of the City Project and acceptance by the City, the City will own and maintain the City Project improvements, without the need for formal conveyance.

IV.
DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting Party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damages arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting Party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

4.04 Force Majeure. If, by reason of force majeure, any Party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such Party shall give written notice of the full particulars of such force majeure to the other Party within ten (10) days after the occurrence thereof. The obligations of the Party giving such notice, to the extent

affected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances: acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the Party claiming such inability.

V.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791 of the Texas Government Code.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion and the City's acceptance of the City Project.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected, and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04. Payment from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the City Project shown in Exhibit A.

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. The venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

GEORGETOWN: 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

COUNTY: 1848 Texas Trail
Georgetown, Texas 78626
Attn: Steve Snell
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.12 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

THE CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2026, by Josh Schroeder as Mayor of the City of Georgetown, a Texas home-rule city, on behalf of said city.

_____
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By:_____
Steve Snell, County Judge

ATTEST:

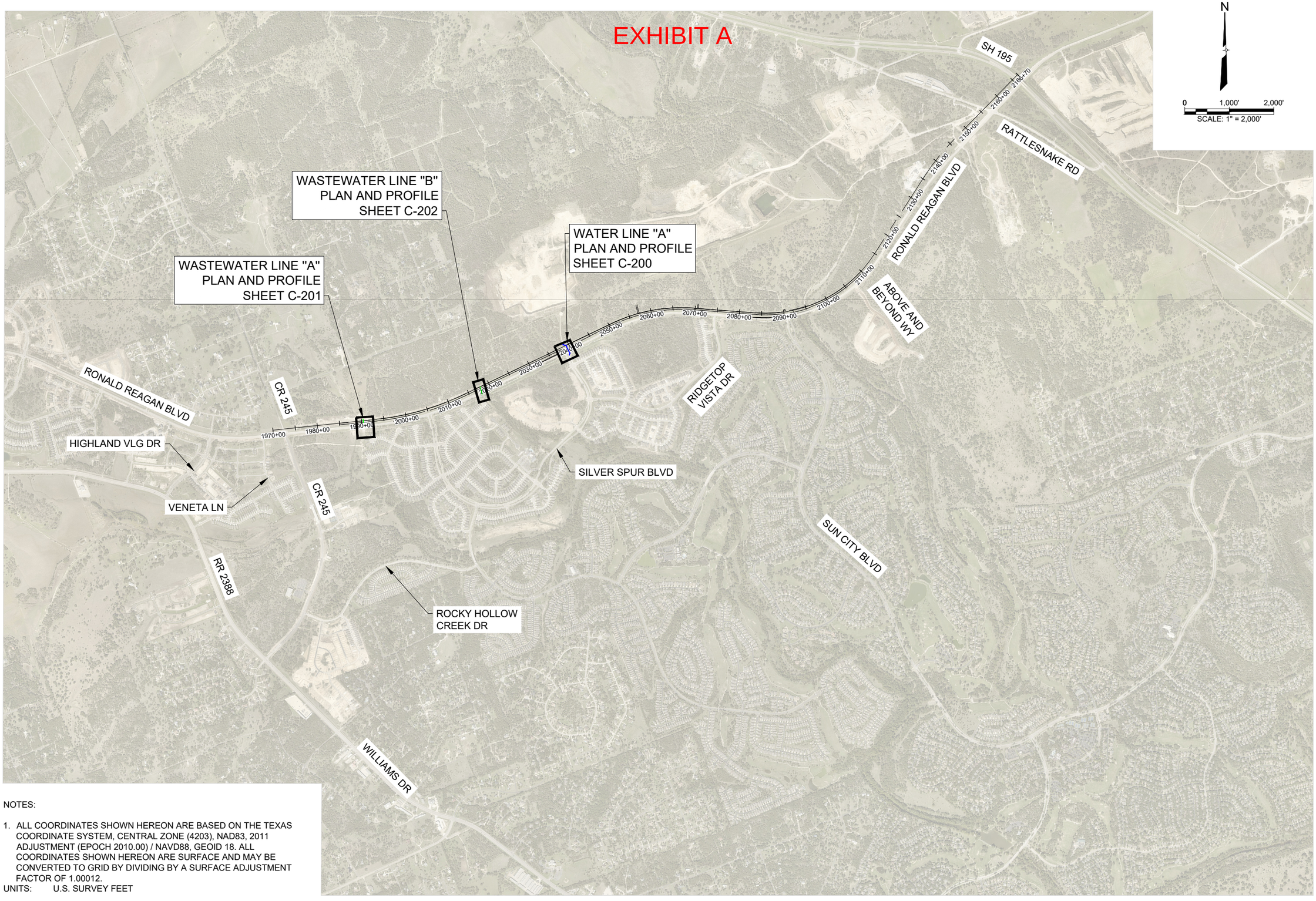
By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this _____, by Steve Snell, County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

EXHIBIT A



NOTES:

1. ALL COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83, 2011 ADJUSTMENT (EPOCH 2010.00) / NAVD88, GEOID 18. ALL COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012.

UNITS: U.S. SURVEY FEET

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPELS ENGINEERING FIRM NO. F-274 | LAND SURVEYING FIRM NO. 10046706
9600 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.9953
WWW.COBBFENDLEY.COM

OVERALL LAYOUT

RONALD REAGAN D2
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO.	2503-016-01 23
DESIGN:	R. NEWTON
DRAWN:	R. NEWTON
CHECK:	A. TERRAZAS
APPR:	H. NEWTON
DATE:	4/29/2026

STATE OF TEXAS
HOPE M. NEWTON
154023
LICENSED
PROFESSIONAL ENGINEER
4/29/2026

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.

SHEET
C-100

Dwg Info: G:\CFA\2014\D308801_Williamson_County_2013_Road_Bond\MUN\58_RonaldReagan-D2\01\DESIGN\OVERALL LAYOUT.dwg -- Tab: LAYOUT2 -- Plotted: 4/29/2026 1:56 PM By: RACHAEL NEWTON

Exhibit B

	Total Costs	City Obligation (100%)
Design Fee	$86,006.00	$86,006.00
Construction Fee	$639,640.30	$639,640.30
Total	**$725,646.30**	$725,646.30

CobbFendley

12/18/2025

City of Georgetown
Ronald Reagan D2
Water and Wastewater Relocations
Engineer's Opinion of Probable Construction Cost - 100%
12/18/2025

ITEM	Description	Unit	Quantity	Unit Cost	Total Cost
TxDOT Pay Items					
160 WC01	FURNISHING AND PLACING TOPSOIL (4")	SY	1740	$ 2.00	$ 3,480.00
161 WC01	EROSION CONTROL COMPOST (3")	SY	435	$ 2.00	$ 870.00
162 WC03	MULCH TOPDRESSING (5")	SY	435	$ 2.00	$ 870.00
164 WC04	SEEDING FOR EROSION CONTROL (TY 4)(TEMP)(COOL)	SY	870	$ 1.00	$ 870.00
164 WC05	SEEDING FOR EROSION CONTROL(TY5)(PERM)(WARM)	SY	1740	$ 2.00	$ 3,480.00
164 WC10	SEEDING FOR EROSION CONTROL(TY10)(TEMP)(WARM)	SY	870	$ 1.00	$ 870.00
166 7002	FERTILIZER	TON	0.23	$ 1,500.00	$ 345.00
168 WC01	VEGETATIVE WATERING	TGL	53	$ 10.00	$ 530.00
506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	120	$ 40.00	$ 4,800.00
506 6011	ROCK FILTER DAMS (REMOVE)	LF	120	$ 15.00	$ 1,800.00
506 7020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	222	$ 30.00	$ 6,660.00
506 7024	CONSTRUCTION EXITS (REMOVE)	SY	222	$ 15.00	$ 3,330.00
506 7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	408	$ 5.00	$ 2,040.00
506 7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	408	$ 2.00	$ 816.00
City of Georgetown Pay Items					
501S-42	Jacking or Boring, 42" Steel Pipe, ASTM A134	LF	155	$ 1,300.00	$ 201,500.00
CIP11.06-B	Trench Excavation Safety Protection System (All Depths)	LF	198	$ 4.00	$ 792.00
W2.10.AR-24"	Pipe, 24" Dia. PVC C-900 (Restrained) DR-18, all depths, Complete in Place, Including Excavation and Backfill	LF	278	$ 300.00	$ 83,400.00
W1.17.C	Ductile Iron Fittings (C-153 Weight Schedule)	TON	0.91	$ 19,000.00	$ 17,290.00
W1.17.D-24"x24"	Wet Connections, 24"x24"	EA	2	$ 8,000.00	$ 16,000.00
W4.05-24"	Encasement Pipe, 24" Dia., Steel	LF	75	$ 280.00	$ 21,000.00
W4.05-42"	Encasement Pipe, 42" Dia., Steel	LF	70	$ 600.00	$ 42,000.00
WW1.13.B-48"CS	Standard Pre-cast Manhole w/CIP Base, 48" Dia.- Cement Stabilized	EA	1	$ 10,000.00	$ 10,000.00
WW2.09.A-12"	Pipe, 12" Dia. PVC SDR-26 (ASTM F789), all depths, Complete in Place, Including Excavation and Backfill	LF	5	$ 200.00	$ 1,000.00
WW2.09.AR-12"	Pipe, 12" Dia. PVC SDR-26 (ASTM F789) (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	70	$ 250.00	$ 17,500.00
WW3.05.A-8"	Connect to Existing 8" Wastewater Line	EA	1	$ 2,000.00	$ 2,000.00
WW3.05.A-12"	Connect to Existing 12" Wastewater Line	EA	1	$ 2,250.00	$ 2,250.00
WW3.05.B	Wastewater Bypass	LS	1	$ 25,000.00	$ 25,000.00
SP.W2.10.A-24"	Restrain Existing PVC Pipe, 24” Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	EA	2	$ 6,000.00	$ 12,000.00
SP.W4.05-18"	Split Encasement Pipe, 18" Dia., Steel	LF	79	$ 450.00	$ 35,550.00
SP.WW1.13.C	Minor Manhole Height Adjustment	EA	2	$ 2,500.00	$ 5,000.00
SP.WW1.13.D	Removal of Existing Manholes	EA	2	$ 3,500.00	$ 7,000.00
SP.WW2.09.A-12"	Restrain Existing PVC Pipe, 12” Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	EA	1	$ 3,000.00	$ 3,000.00
				Subtotal Construction	$ 533,043.000
				Contingency (10%)	$ 53,304.30
				Grand Total Construction	$ 586,347.30

Construction

Exhibit B

RRD2 Total Design Fee Estimate

	Labor	Expense	Total Fee
Design	$85,623.00	$383.00	$86,006.00
Bid	$8,124.00	$62.00	$8,186.00
Construction	$44,662.00	$445.00	$45,107.00
Total	$138,409.00	$890.00	$139,299.00

Design Cost

Paid as part of Construction

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
License to Encroach with Deviated Terms for Private Construction of Dumpster Enclosure

SUGGESTED ACTION:
Consideration and possible action to approve a License to Encroach, with terms that deviate from the City's standard license agreement, for the private construction and maintenance of a dumpster enclosure on City-owned property generally located at 414 S. Austin Avenue -- Jack Daly, Assistant City Manager

ITEM SUMMARY:
This item is to approve a revocable License to Encroach allowing construction and use of a private dumpster enclosure within a City-owned parking lot located at 414 S. Austin Avenue, colloquially known as the “Monument Lot” or “Daisy Lot.” The proposed license deviates from the City’s standard License to Encroach form to address the operational needs and impacts associated with a private dumpster enclosure within a public parking facility.

Under the proposed terms, the licensee will be solely responsible for the design, construction, and ongoing maintenance of the enclosure, including compliance with applicable screening and sanitation requirements. The enclosure will prevent access to two existing off-street public parking spaces within the City-owned lot. As an offsetting benefit, two dumpsters currently located along Rock Street will be relocated to the enclosure, restoring two on-street public parking spaces and resulting in a net-neutral impact to public parking in the immediate area.

The license remains revocable at the City’s discretion and preserves the City’s right to require removal or modification if needed for public purposes. Deviations from the standard form primarily clarify responsibility for enclosure construction and maintenance and accommodate site-specific constraints and associated parking tradeoffs.

The agreement is intended to improve downtown aesthetics and solid waste management associated with the Monument Commons development while maintaining overall public parking availability in the area.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Danella Elliott, City Manager's Office

ATTACHMENTS:
Revocable License Agreement - Dumpster Enclosure at Monument Commons (414 S. Austin Ave.).pdf

REVOCABLE LICENSE AGREEMENT

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

This is a Revocable License Agreement (this "Revocable License Agreement") by and between the City of Georgetown, a Texas home-rule municipal corporation (hereinafter referred to as "LICENSOR"), and Monument Commons Condominium Association, a Texas non-profit corporation, whose address is 801 S. Main St., Georgetown, TX 78626 (hereinafter referred to as "LICENSEE"). LICENSOR is the owner of (Legal Description of land) as recorded in Document No. 2005057562 of the Official Deed Records of Williamson County, Texas, and located at 414 S. Austin Ave., Georgetown, TX 78626 ("hereinafter referred to as the "PROPERTY"), Georgetown, Williamson County, Texas. LICENSOR hereby grants a license to the said LICENSEE to permit a dumpster enclosure (the "Facilities") to encroach 500 square feet on to the PROPERTY, as shown on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (hereinafter referred to as the "Licensed Area"), but such Facilities shall at all times not be in contact with any electric, water, sewer, or other utility, or equipment, or interfere in any way with such utility, improvements and other property, and subject to the following terms and conditions:

Neither the granting of the license, nor any related permit, constitutes an abandonment by LICENSOR of its property or any other rights in and to the above-described PROPERTY and/or the Licensed Area. LICENSEE expressly stipulating and agreeing by LICENSEE's acceptance of this license that LICENSEE neither asserts nor claims any interest or right of any type or nature whatsoever, legal, equitable or otherwise in or to the PROPERTY and/or the Licensed Area, except for such rights as may be expressly granted to LICENSEE herein.

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

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

LICENSEE agrees to comply with all laws and ordinances in the construction and maintenance of the Facilities, and specifically shall abide by Chapter 12.09 of the Code of Ordinances and Section 8.04 of the Unified Development Code.

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

B. LICENSOR shall have the right at any and all times upon 365 days written notice to LICENSEE, its representatives, successors or assigns, to take possession of and use all or any part of the Licensed Area in the event that such use be reasonably desired or needed by LICENSOR for street, sewer, transportation, development, or any other public or municipal use or purpose, and in such event, LICENSOR shall have the right to cancel the revocable license as to that portion of the Licensed Area so designated and required by LICENSOR.

C. LICENSEE shall have the right at any time upon 365 days written notice to LICENSOR to relinquish the use and possession of all or any part of the Licensed Area as it may so determine and to cancel said revocable license as to that part so relinquished.

D. Upon the lawful termination of a revocable license issued hereunder, in whatsoever manner such termination may be made, LICENSEE and LICENSEE's assigns, successors and representatives, bind and obligate themselves to restore the Licensed Area to the original condition as it existed prior to any construction, or to fulfill any other reasonable conditions for the restoration of the Licensed Area which may be acceptable to LICENSOR, and should LICENSEE and/or LICENSEE's assigns, successors, or representatives fail or refuse to do so within 90 days after such termination then in that event LICENSOR may do or have done the work necessary for such purpose at the sole cost, risk, liability and expense of LICENSEE and LICENSEE's assigns, successors and representatives.

E. After the completion of any construction within a Licensed Area under the terms of a revocable license granted hereunder, should LICENSOR desire to lay or construct its utility lines, including sewer lines, water lines, or any other pipes, or conduits under, across, or along the Licensed Area, any and all additional cost for the laying or construction of the aforesaid utility lines, including pipes and conduits, within the Licensed Area, which may occur by reason of the existence of said construction, shall be

paid to LICENSOR by LICENSEE and LICENSEE's assigns, successors and representatives.

F. Solely as between LICENSOR and LICENSEE, and not for the benefit of any other person, LICENSEE, by acceptance of such revocable license, hereby waives any claim LICENSEE or any of LICENSEE's heirs, successors or assigns might have for damages for loss of lateral support to the Facilities hereby contemplated which loss of lateral support might be occasioned by any improvements which LICENSOR, its assigns, grantees, or licensees might install or construct.

G. LICENSEE and LICENSEE's successors, assigns, and representatives, by the acceptance of such revocable license, agree, obligate and bind themselves to indemnify and do hereby indemnify and hold and save forever harmless LICENSOR and LICENSOR's officers, agents, employees and representatives, from all liability, cost or damage on account of LICENSEE's use, occupancy and maintenance of any part of the PROPERTY, the Licensed Area, a public street, roadway, sidewalk or easement or LICENSOR's property and the structures and facilities therein, including by way of example, but not by way of limitation, any buildings, piers, fences, pools, walls, patios, decks basements, etc. constructed on the surface or the subsurface of the foregoing. This indemnity shall continue in force and effect during the existence of any revocable licenses issued under the provisions of this Chapter.

H. No transfer or assignment of any revocable license granted under the terms and provisions of this Revocable License Agreement shall be effective unless and until:

1. LICENSEE has, in writing, advised the City Manager of the name and mailing address of the transferee or assignee; and

2. The transferee or assignee has furnished the City Manager its written agreement to assume and perform all of the duties, covenants and obligations of the revocable license; and, thereupon, each provision of the revocable license shall be binding upon, and inure to the benefit of, the transferee or assignee of LICENSEE.

I. The breach or violation of any one of the terms, provisions, or conditions set forth in this Revocable License Agreement and/or Chapter 12.09 of the City of Georgetown Code of Ordinances shall be sufficient to constitute grounds for the cancellation and forfeiture of the revocable license granted by this Revocable License Agreement. Any such cancellation and forfeiture may be exercised upon 20 days written notice by LICENSOR to LICENSEE, a representative or successor, unless, at the expiration of such time, any such violation or breach has ceased or LICENSEE is proceeding with all diligence and good faith to remedy any such violation or breach and thereafter continues without delay with such remedial work or correction until such violation or breach has been completely remedied, and, any person violating any of the provisions of Chapter

12.09 of the City of Georgetown Code of Ordinances may be prosecuted as provided in Chapter 12.09 of the Code of Ordinances.

J. At all times during the construction and building of the Facilities within the Licensed Area :

1. The PROPERTY shall be kept open for vehicular and pedestrian traffic in a reasonable manner and no obstruction of the sidewalks shall be allowed in such a way as to prevent the use thereof by pedestrians;

2. Dirt and other material removed in connection with the building and construction of the Facilities shall not be allowed to remain within a public street, roadway, sidewalk, easement, right-of-way, or the PROPERTY, but all such dirt and other materials shall be removed immediately at the sole cost, risk, liability and expense of LICENSEE;

3. All excavations and obstructions of any kind where allowed during the period of LICENSEE's construction of the Facilities shall be properly barricaded, and well illuminated during the night time, all subject to the approval of the Building Official of the City of Georgetown.

K. After the completion of the construction of the Facilities within the Licensed Area, LICENSEE shall at LICENSEE's own cost and expense replace any sidewalks and surface of any streets or parking lots that were damaged or removed in the construction of the Facilities in a condition equally as good as they were immediately prior to the time of excavation or construction, and all of such sidewalks and streets and parking lots shall be maintained in a good and useable condition for the duration of this Revocable License Agreement, all subject to the approval of the Director of the Planning Department for the City of Georgetown (the "Director"). All damage, if any, to said sidewalks and streets and parking lots caused by the construction, use, maintenance and operation by LICENSEE shall be repaired by and at the cost and expense of LICENSEE including repairing any potholes, rutting, pavement failure, or other damage to the PROPERTY reasonably attributable to solid waste collection vehicles servicing the Facilities situated on the Licensed Area. In the event LICENSEE fails or refuses to proceed with diligence with the performance of any work in connection with the replacement, rebuilding or resurfacing of streets and sidewalks and parking lots within 30 days after receiving written notice from the Director, LICESNOR may do such work or cause same to be done, all at the sole risk, cost, liability and expense of LICENSEE.

L. LICENSEE and LICENSEE's successors, assigns and representatives agree, obligate and bind themselves to indemnify and do hereby indemnify and hold and save forever harmless LICENSOR, from all liability, cost or damage on account of the

construction within a public street, roadway, sidewalk, parking lot, easement, right-of-way, the PROPERTY and/or the Licensed Area, or on account of using, occupying, preparing, maintaining and operating any such improvements therein.

M. LICENSEE acknowledges that the completion of the construction within the Licensed Area may result in the loss or functional unavailability of public parking spaces within or adjacent to the Licensed Area. LICENSEE shall be responsible for payment of any applicable parking fee-in-lieu attributable to the net loss of public parking spaces resulting from the footprint, operation, or required servicing area of the Licensed Area, as determined by the Director. In determining such net loss, the Director shall consider any public parking spaces restored or otherwise made available on Rock Street in connection with the development associated with the site plan that was submitted to LICENSOR that is known as 2025-65-SDP. The final number of parking spaces subject to the parking fee-in-lieu shall be determined and approved by the Director.

N. LICENSEE, or their designee, shall serve as the Non-residential Customer (primary) for the operation and use of the Facilities and for the associated utility account and any shared-use arrangement permitted by Chapter 13.12.090 of the Code of Ordinances. Use of the Facilities by any other person or entity shall not relieve LICENSEE of any obligation under this Revocable License Agreement, and LICENSEE shall remain responsible for compliance with all applicable requirements relating to the Facilities and the use of the Facilities.

O. LICENSEE shall, at its sole cost and expense, maintain the Licensed Area in a clean, safe, sanitary, functional and good condition and repair. Such obligation shall include routine maintenance and repair of the Facilities and related improvements and the removal of litter, refuse, debris, or other materials within or immediately surrounding the Licensed Area to the extent reasonably attributable to the Facilities or the use of the Facilities.

This license shall expire automatically upon removal of the Facilities located upon the Licensed Area pursuant to this license.

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

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

SIGNED and AGREED to on this _____ day of _____, 20___.

LICENSOR:

City of Georgetown,
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 _____, 20___, 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

LICENSEE:

Monument Commons Condominium Association
a Texas non-profit corporation

By: _____
Name: Scott Stribling
Title: MANAGER

STATE OF Texas §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 28th day of September, 2026, by Scott Stribling, Manager of Monument Commons Condominium Association.

LINDA RUTH WHITE
Notary Public, State of Texas
Comm. Expires 05-24-2028
Notary ID 124936123

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
_____, Assistant City Attorney

AFTER RECORDING, RETURN TO LICENSOR:
City of Georgetown
Attn: Real Estate Services

P.O. Box 409
Georgetown, Texas 78627

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
2026-12-LIC Encroachment into Guenat Street and Hobby Street ROW

SUGGESTED ACTION:
Consideration and possible action to approve a license agreement with Sun City Community Association, Inc. for two neighborhood entry monument signs to encroach into the rights-of-way of Guenat Street and Hobby Street within Sun City Neighborhood 65, and to authorize the Planning Director to execute the same -- Colin Davidson, Real Estate Program Manager

ITEM SUMMARY:
License to encroach to allow for two monument signs to be placed in the rights-of-way Guenat Street and Hobby Street within Sun City Neighborhood 65

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Colin Davidson, City Attorney's Office/ Real Estate

ATTACHMENTS:
2026-12-LIC - License Agreement_Final.pdf
2026-12-LIC - Resolution Draft_Final.pdf

REVOCABLE LICENSE AGREEMENT

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

This is a Revocable License Agreement (this "License Agreement") by and between the City of Georgetown, a Texas home-rule municipal corporation (hereinafter referred to as "LICENSOR"), and Sun City Texas Community Association, Inc., a Texas non-profit corporation, whose address is 2 Texas Drive, Georgetown, TX 78628 (hereinafter referred to as "LICENSEE"), owner of Lots 1 and 51, Block A and Lot 22, Block B, out of the Sun City Neighborhood 65 subdivision as recorded in Document No. 2025023617 of the Official Public Records of Williamson County, Texas, and located at 1035 Rocky Hollow Creek Drive, Georgetown, Tx 78626 ("hereinafter referred to as the "PROPERTY"). LICENSOR hereby grants a license to the said LICENSEE to permit two neighborhood entry monument signs (the "Monument Signs") to encroach into the rights-of-way of Guenat Street and Hobby Street, abutting the PROPERTY, as shown on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (hereinafter referred to as "Licensed Area"), owned and maintained by the City of Georgetown, Williamson County, Texas, but such improvements shall at all times not be in contact with any electric, water, sewer, or other utility, or equipment, or interfere in any way with such utility, improvements and other property, and subject to the following terms and conditions:

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

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

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

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

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

B. LICENSOR shall have the right at any and all times upon 180 days written notice to LICENSEE, its representatives, successors or assigns, to take possession of and use all or any part of the Licensed Area in the event that such use be reasonably desired or needed by LICENSOR for street, sewer, transportation or any other public or municipal use or purpose, and in such event, LICENSOR shall have the right to cancel the revocable license as to that portion of the Licensed Area so designated and required by LICENSOR.

C. LICENSEE shall have the right at any time upon 180 days written notice to LICENSRO to relinquish the use and possession of all or any part of the Licensed Area as LICENSEE may so determine and to cancel said revocable license as to that part so relinquished.

D. Upon the lawful termination of a revocable license issued hereunder, in whatsoever manner such termination may be made, LICENSEE and LICENSEE's assigns, successors and representatives, bind and obligate themselves to restore the Licensed Area to the original condition as it existed prior to any construction, or to fulfill any other reasonable conditions for the restoration of the Licensed Area which may be acceptable to LICENSOR, and should LICENSEE and LICENSEE's assigns, successors, or representatives fail or refuse to do so within 90 days after such termination then in that event LICENSOR may do or have done the work necessary for such purpose at the sole cost, risk, liability and expense of LICENSEE and LICENSEE's assigns, successors and representatives.

E. Upon written consent of LICENSOR, acting by and through the Director, LICENSEE may, at LICENSEE's sole cost, risk liability and expense including public liability and property damage insurance in the amounts specified in Subsection 12.09.030 D.4. of the City of Georgetown Code of Ordinances, remove, reroute, reconstruct, lower or raise any existing utility lines, public or private sewer lines, water lines, including storm sewers, pipes or conduits presently located within a public street, roadway, sidewalk or easement or the LICENSOR's right-of-way, provided that before changing or interfering with any such utility lines as described aforesaid, LICENSEE shall notify the respective utility companies and LICENSOR, owning or operating the aforesaid utility lines, concerning any and all changes, modifications, rerouting of or any interference whatsoever with the aforesaid utility lines, pipes or conduits. Any necessary changes, modifications, rerouting or interference with the aforesaid utility lines, pipes or conduits shall be done under the direction of the representatives of the respective utility companies or LICENSOR, as the case may be.

F. After the completion of any construction within the Licensed Area under the terms of the revocable license granted hereunder, should LICENSOR desire to lay or construct its utility lines, including sewer lines, water lines, or any other pipes, or conduits under, across, or along said streets within its right-of-way, any and all additional cost for the laying or construction of the aforesaid utility lines, including pipes and conduits, within said street or right-of-way, which may occur by reason of the existence of the Monument Signs, shall be paid to LICENSOR by the LICENSEE and LICENSEE's assigns, successors and representatives.

G. Solely as between LICENSOR and LICENSEE, and not for the benefit of any other person, LICENSEE, by acceptance of such revocable license, hereby waives any claim LICENSEE, and/ or LICENSEE's heirs, successors or assigns might have for damages for loss of lateral support to any other improvements hereby contemplated, including but not limited to the Monument Signs, which loss of lateral support might be occasioned by any improvements which the LICENSOR, and/or its assigns, grantees, or licensees might install or construct.

H. LICENSEE and LICENSEE's successors, assigns, and representatives, by the acceptance of this revocable license, agree, obligate and bind themselves to indemnify and do hereby indemnify and hold and save forever harmless solely LICENSOR and LICENSOR's agents, employees and representatives from all liability, cost or damage on account of LICENSEE's use, occupancy and maintenance of any part of a public street, roadway, sidewalk or easement or LICENSOR's right-of-way and the structures and facilities therein, including by way of example, but not by way of limitation, any buildings, piers, fences, pools, walls, patios, decks basements, etc. constructed on the surface or the subsurface of any public street or right-of-way. This indemnity shall continue in force and effect during the existence of any revocable licenses issued under the provisions of Chapter 12.09 of the City of Georgetown Code of Ordinances ("Chapter 12.09").

I. No transfer or assignment of any revocable license granted under the terms and provisions of this Chapter 12.09 shall be effective unless and until:

1. LICENSEE has, in writing, advised the Director of the name and mailing address of the transferee or assignee; and

2. The transferee or assignee has furnished the Director its written agreement to assume and perform all of the duties, covenants and obligations of the revocable license; and,

thereupon, each provision of the revocable license shall be binding upon, and inure to the benefit of, the transferee or assignee of LICENSEE.

J. The breach or violation of any one of the terms, provisions, or conditions set forth in this License Agreement and/or Chapter 12.09 shall be sufficient to constitute grounds for the cancellation and forfeiture of the revocable license granted herein pursuant to the authority of Chapter 12.09. Any such cancellation and forfeiture may be exercised upon 20 days written notice by LICENSOR to LICENSEE a representative or successor, unless, at the expiration of such time, any such violation or breach has ceased or LICENSEE is proceeding with all diligence and good faith to remedy any such violation or breach and thereafter continues without delay with such remedial work or correction until such violation or breach has been completely remedied, and, any person violating any of the provisions of Chapter 12.09 may be prosecuted as provided for in Chapter 12.09.

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

1. The proposed use of a public street, roadway, sidewalk or easement or LICENSOR's right-of-way by any person or the abutting land owner shall not interfere with LICENSOR's lawful use thereof.

2. The proposed construction within a public street, roadway, sidewalk or easement or LICENSOR's right-of-way shall be in accordance with LICENSOR's Construction Standards, Unified Development Code, and any other applicable ordinances and regulations.

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

1. The street or highway shall be kept open for vehicular and pedestrian traffic in a reasonable manner and no obstruction of the sidewalks shall be allowed in such a way as to prevent the use thereof by pedestrians;

2. Dirt and other material removed from the building and construction of any such structure within a public street, roadway, sidewalk or easement or LICENSOR's right-of-way shall not be allowed to remain on the street or sidewalk, but all such dirt and other materials shall be removed immediately at the sole cost, risk, liability and expense of LICENSEE;

3. All excavations and obstructions of any kind where allowed during the period of LICENSEE's construction, shall be properly barricaded, and well illuminated during the night time, all subject to the approval of the Building Official of the City of Georgetown.

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

M. LICENSEE and LICENSEE's successors, assigns and representatives agree, obligate and bind themselves to indemnify and do hereby indemnify and hold and save forever harmless LICENSOR, from all liability, cost or damage on account of the construction within a public street,

roadway, sidewalk or easement or LICENSOR's right-of-way, or on account of using, occupying, preparing, maintaining and operating any such improvements therein.

This license shall expire automatically upon removal of the Monument Signs located upon the License Area pursuant to this license.

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

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

SIGNED and AGREED to on this _____ day of _____, 20___.

LICENSOR:

City of Georgetown,
a Texas home-rule municipal corporation

By: _____
Name: Edgar Garcia
Title: Director, Planning Department

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ___ day of _____, 20___, by Edgar Garcia, Director of the Planning Department for the City of Georgetown, a Texas home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

LICENSEE:

Sun City Texas Community Association, Inc.,
a Texas non-profit corporation

By: _____
Name: Allison Larriva
Title: President

STATE OF _____ §
§
COUNTY OF _____ §

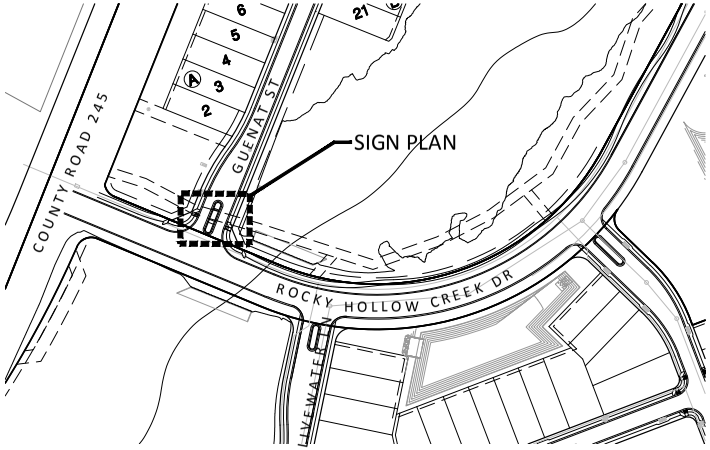
This instrument was acknowledged before me on this the ___ day of _____, 20___, by _____, _____ of Sun City Texas Community Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
Andrew Culpepper, Assistant City Attorney

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

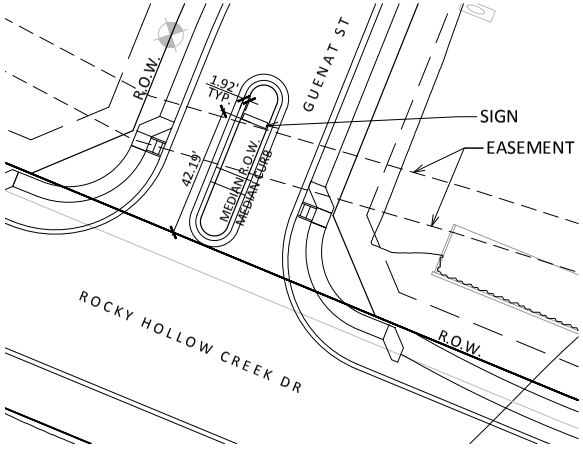


LOCATION MAP

0 100 200 400

Scale: 1" = 200'

NORTH



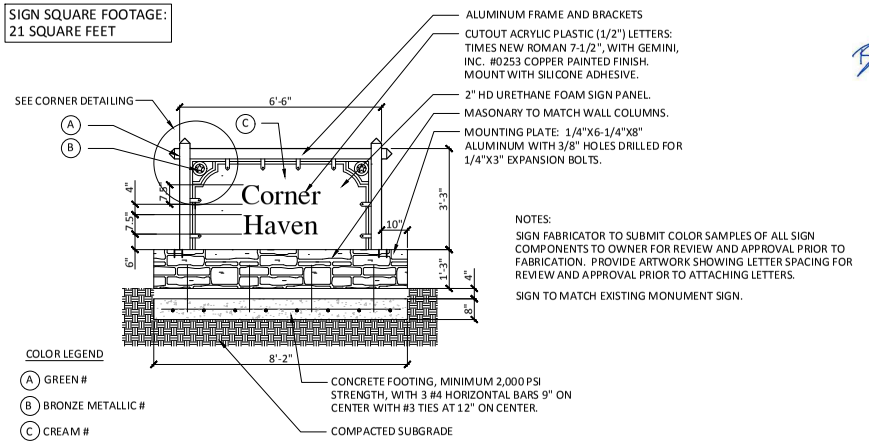
SIGN PLAN

0 20 40 80

Scale: 1" = 40'

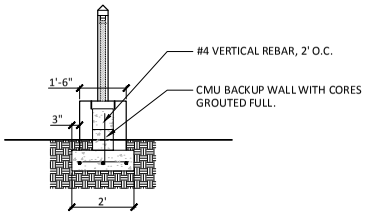
NORTH

SIGN SQUARE FOOTAGE:
21 SQUARE FEET



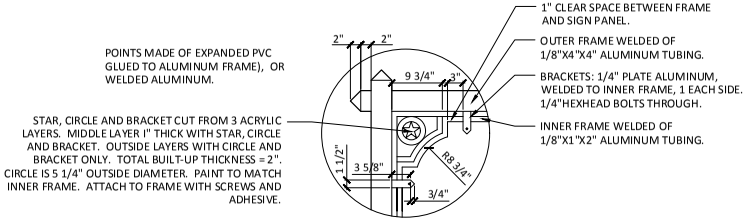
ELEVATION: MONUMENT SIGN

SCALE: 1/4"=1'-0"



SECTION: MONUMENT SIGN

SCALE: 1/4"=1'-0"



ENLARGEMENT: CORNER DETAILING

SCALE: 1/2"=1'-0"

Notes:
1.Per Sun City Texas, Somerset Master Signage Plan, Neighborhood Sign N-3
2.Estimated Construction cost of assembly, materials and installation: Approximately $12,000.00

EXHIBIT A

Sun City Texas by Del Webb

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.346.7003
www.secplanning.com + info@secplanning.com

NEIGHBORHOOD 65 SIGN A - 1013 ROCKY HOLLOW CREEK DR.

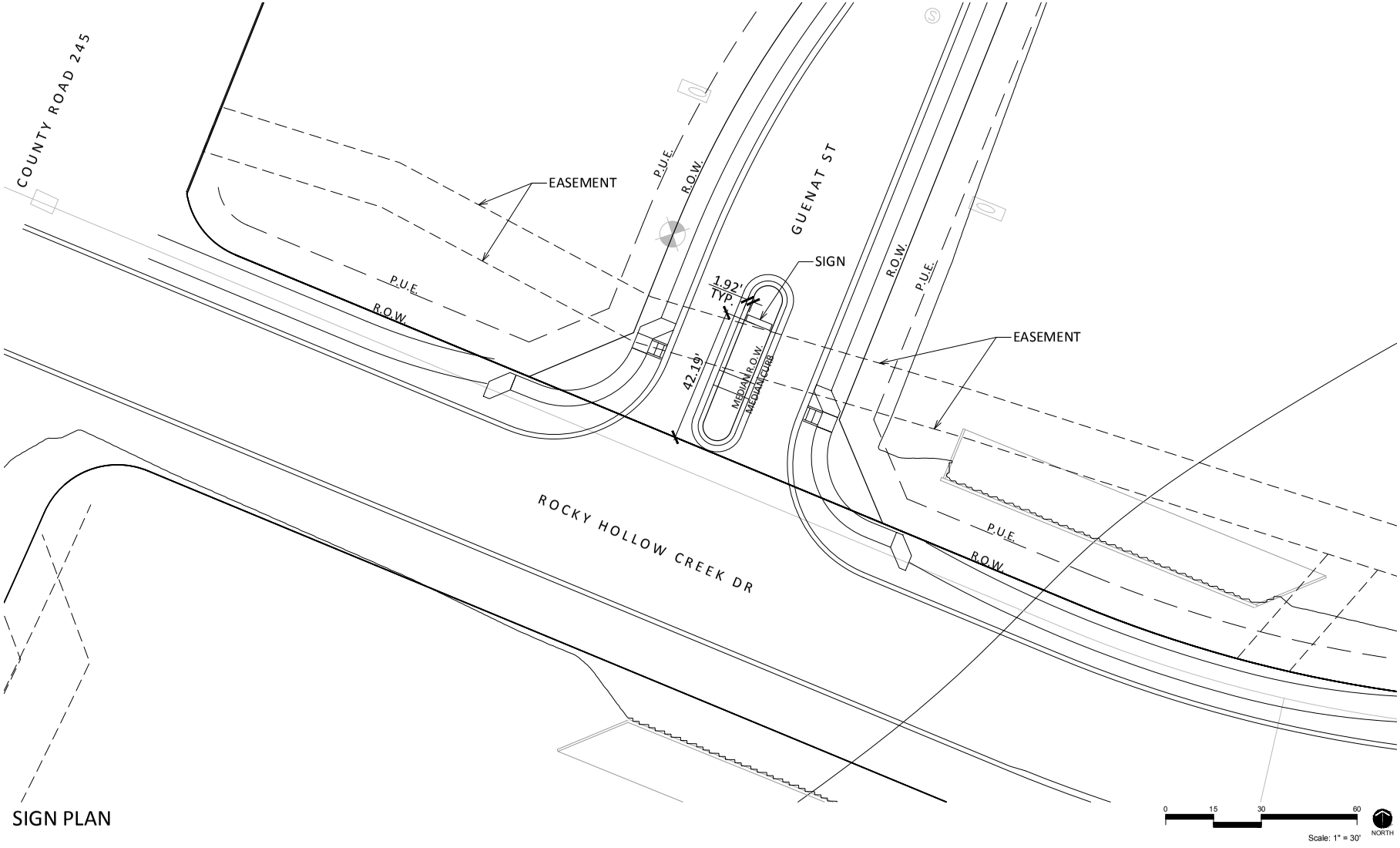
Date: April 21, 2026

ROCKY HOLLOW CREEK DRIVE

SIGN N-3

SHEET FILE: G:\Cadfiles\NH 65 Signs\N65 Sign Permit Package.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.



SIGN PLAN

Sun City Texas by Del Webb

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t 512.346.7003
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NEIGHBORHOOD 65 SIGN A - 1013 ROCKY HOLLOW CREEK DR.

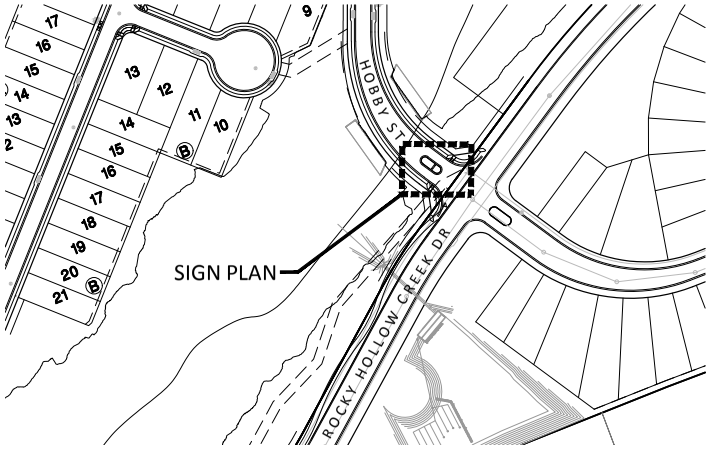
ROCKY HOLLOW CREEK DRIVE

SIGN N-3

Date: April 21, 2026

SHEET FILE: G:\Cadfiles\NH 65 Signs\N65 Sign Permit Package.dwg

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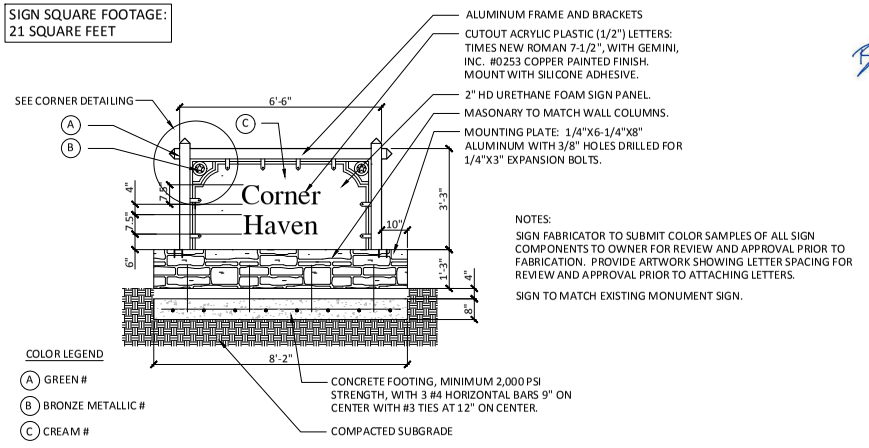
LOCATION MAP

0 100 200 400

Scale: 1" = 200'

NORTH

SIGN SQUARE FOOTAGE:
21 SQUARE FEET

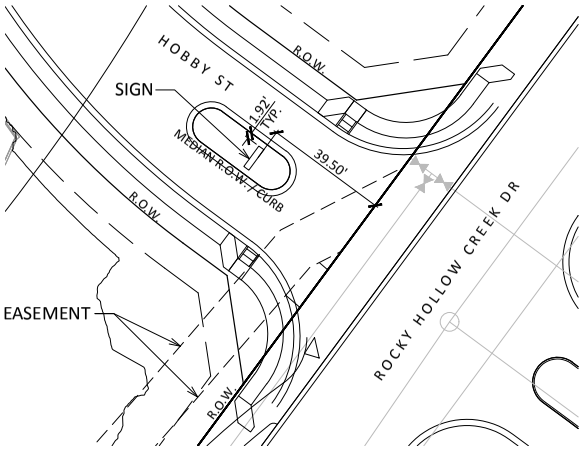


NOTES:
SIGN FABRICATOR TO SUBMIT COLOR SAMPLES OF ALL SIGN COMPONENTS TO OWNER FOR REVIEW AND APPROVAL PRIOR TO FABRICATION. PROVIDE ARTWORK SHOWING LETTER SPACING FOR REVIEW AND APPROVAL PRIOR TO ATTACHING LETTERS.

SIGN TO MATCH EXISTING MONUMENT SIGN.

ELEVATION: MONUMENT SIGN

SCALE: 1/4"=1'-0"

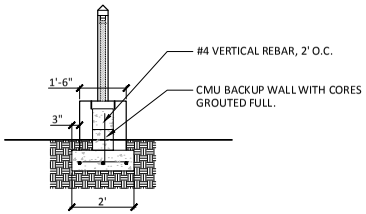


SIGN PLAN

0 20 40 80

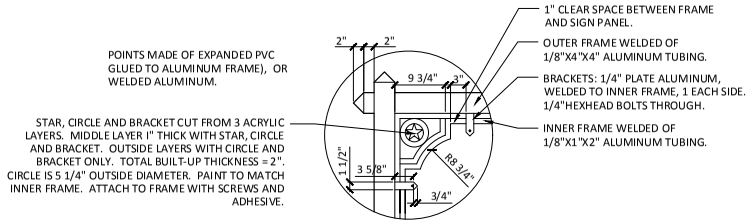
Scale: 1" = 40'

NORTH



SECTION: MONUMENT SIGN

SCALE: 1/4"=1'-0"



ENLARGEMENT: CORNER DETAILING

SCALE: 1/2"=1'-0"

Notes:
1.Per Sun City Texas, Somerset Master Signage Plan, Neighborhood Sign N-3
2.Estimated Construction cost of assembly, materials and installation: Approximately $12,000.00

Sun City Texas by Del Webb

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.346.7003
www.secplanning.com + info@secplanning.com

NEIGHBORHOOD 65 SIGN B - 1049 ROCKY HOLLOW CREEK DR.

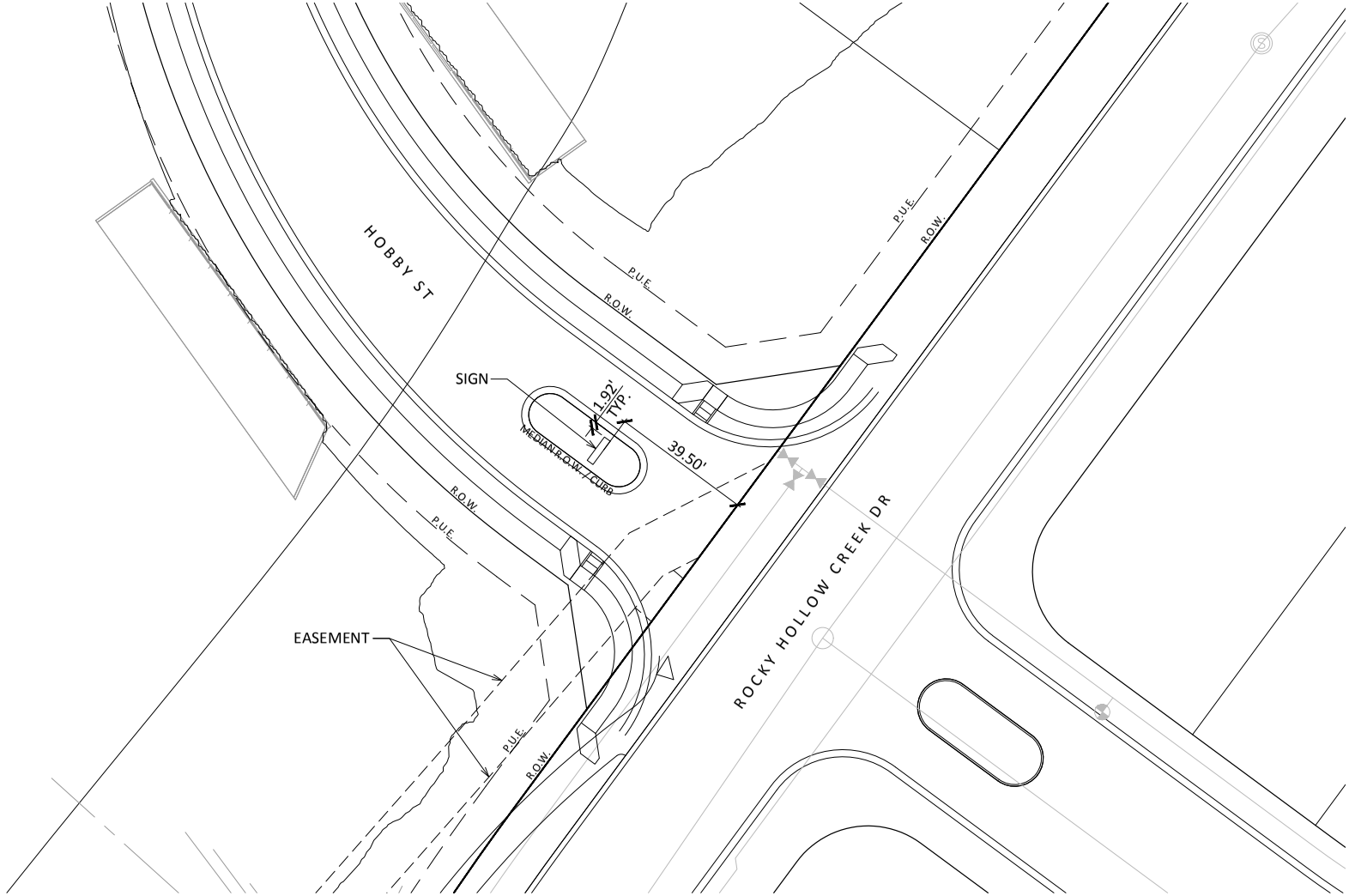
Date: April 21, 2026

ROCKY HOLLOW CREEK DRIVE

SIGN N-3

SHEET FILE: G:\Cadfiles\NH 65 Signs\N65 Sign Permit Package.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.



SIGN PLAN

Sun City Texas by Del Webb

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NEIGHBORHOOD 65 SIGN B - 1049 ROCKY HOLLOW CREEK DR.

ROCKY HOLLOW CREEK DRIVE

SIGN N-3

Date: April 21, 2026

SHEET FILE: G:\Cadfiles\NH 65 Signs\N65 Sign Permit Package.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN MAKING CERTAIN DETERMINATIONS AND AUTHORIZING THE PLANNING DIRECTOR TO EXECUTE A REVOCABLE LICENSE AGREEMENT PERTAINING TO THE ENCROACHMENT OF TWO MONUMNET SIGNS INTO MULTIPLE RIGHTS OF WAY IN AND ADJACENT TO SUN CITY NEIGHBORHOOD 65, NORTH OF ROCKY HOLLOW CREEK DRIVE.

WHEREAS, the City of Georgetown (the "City") owns real property which are the rights of way of Hobby Street and Guenat Street; and

WHEREAS, the City has received a request to authorize an encroachment into the aforementioned rights-of-way for the placement of two neighborhood entry monument signs within the median areas, as depicted in **Exhibit "A"**, attached hereto and incorporated herein by reference (the "Licensed Area"); and

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

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

SECTION 1. The 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 Director of Planning is hereby authorized to execute a Revocable License Agreement in substantially the same form attached hereto as **Exhibit "B".**

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

immediately in accordance with the provisions of the City Charter of the City of Georgetown.

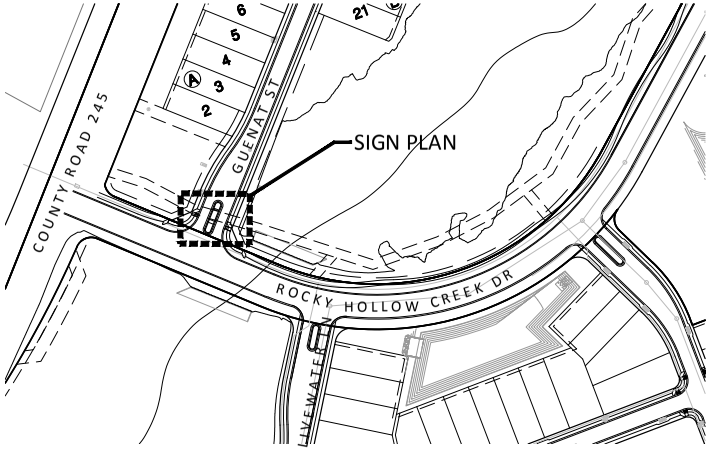
PASSED AND APPROVED on this _____day of _____, 2026.

CITY OF GEORGETOWN ATTEST:

By: _____ _____
Joshua Schroeder, Mayor Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

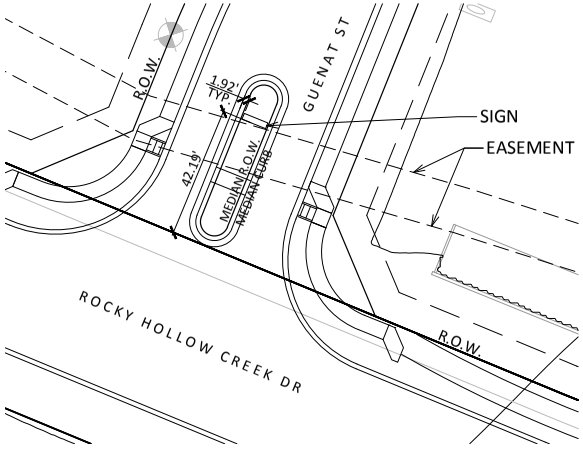


LOCATION MAP

0 100 200 400

Scale: 1" = 200'

NORTH



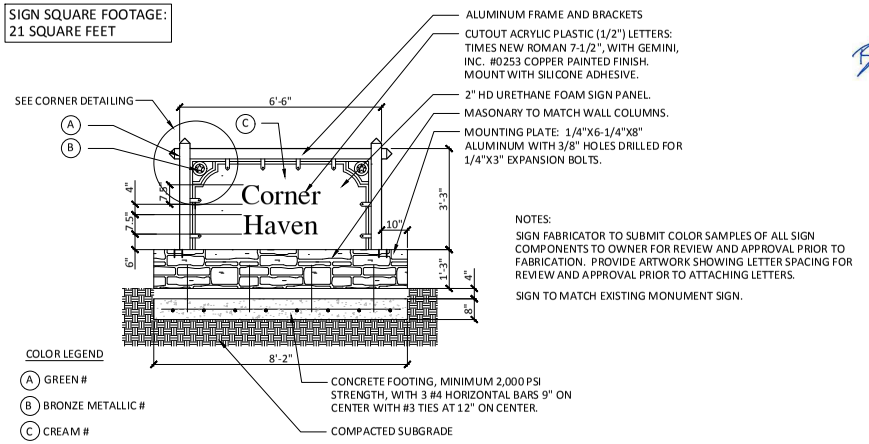
SIGN PLAN

0 20 40 80

Scale: 1" = 40'

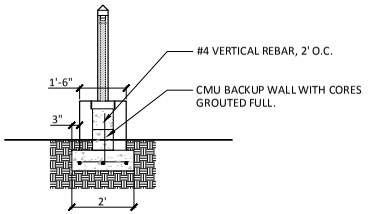
NORTH

SIGN SQUARE FOOTAGE:
21 SQUARE FEET



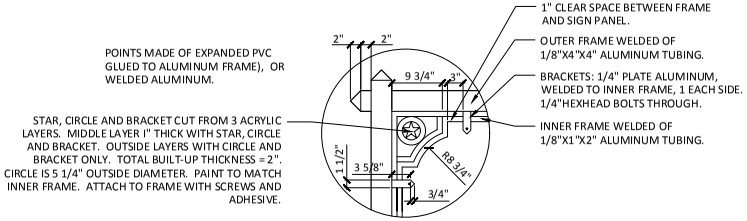
ELEVATION: MONUMENT SIGN

SCALE: 1/4"=1'-0"



SECTION: MONUMENT SIGN

SCALE: 1/4"=1'-0"



ENLARGEMENT: CORNER DETAILING

SCALE: 1/2"=1'-0"

Notes:
1.Per Sun City Texas, Somerset Master Signage Plan, Neighborhood Sign N-3
2.Estimated Construction cost of assembly, materials and installation: Approximately $12,000.00

EXHIBIT A

Sun City Texas by Del Webb

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.346.7003
www.secplanning.com + info@secplanning.com

NEIGHBORHOOD 65 SIGN A - 1013 ROCKY HOLLOW CREEK DR.

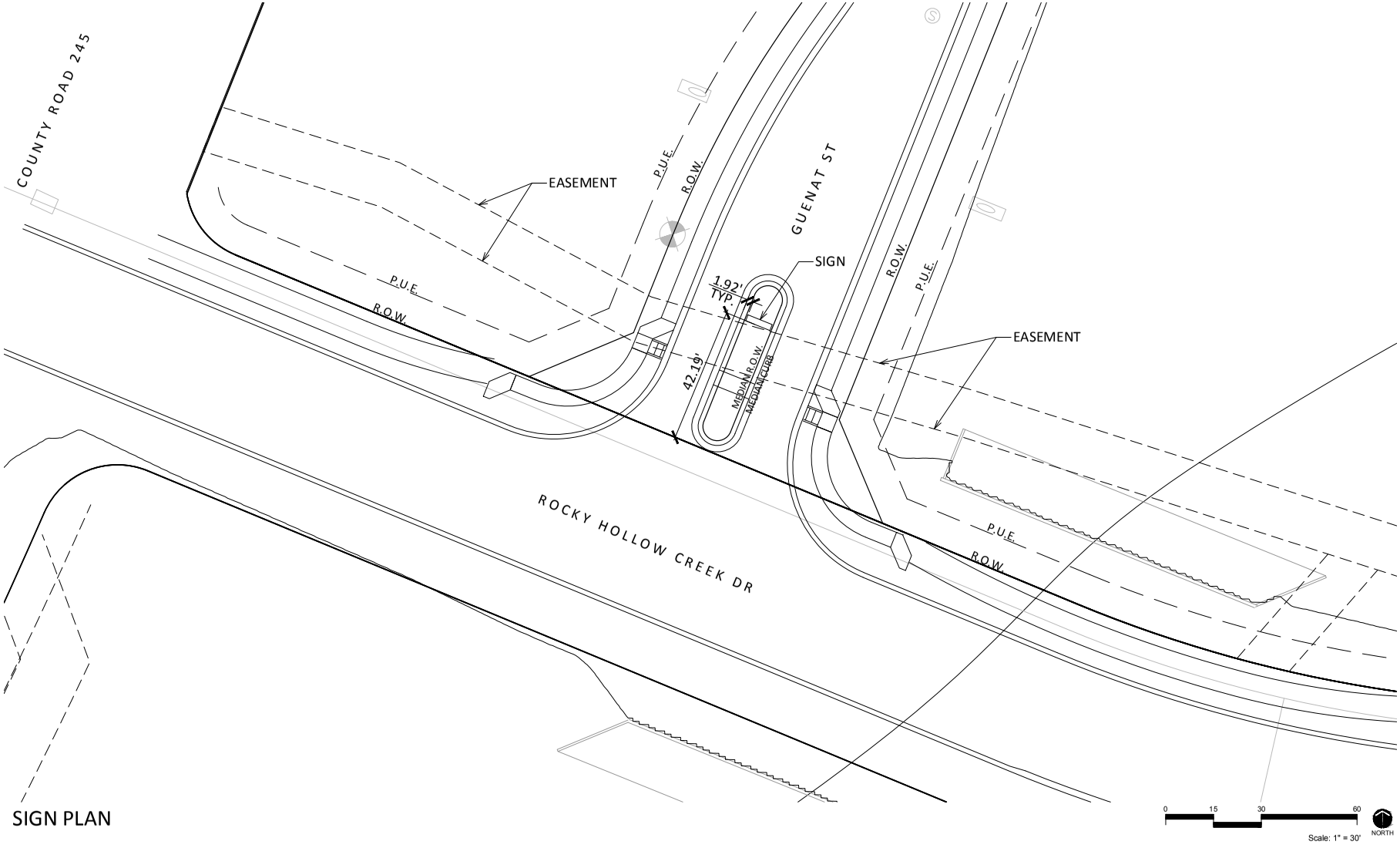
Date: April 21, 2026

ROCKY HOLLOW CREEK DRIVE

SIGN N-3

SHEET FILE: G:\Cadfiles\NH 65 Signs\N65 Sign Permit Package.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.



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NEIGHBORHOOD 65 SIGN A - 1013 ROCKY HOLLOW CREEK DR.

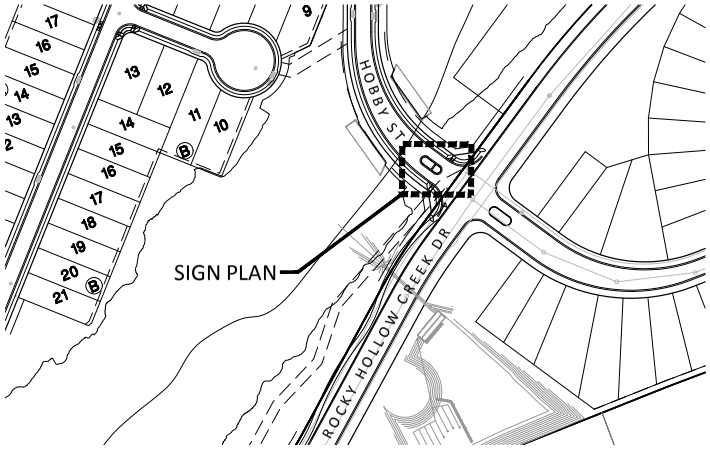
ROCKY HOLLOW CREEK DRIVE

SIGN N-3

Date: April 21, 2026

SHEET FILE: G:\Cadfiles\NH 65 Signs\N65 Sign Permit Package.dwg

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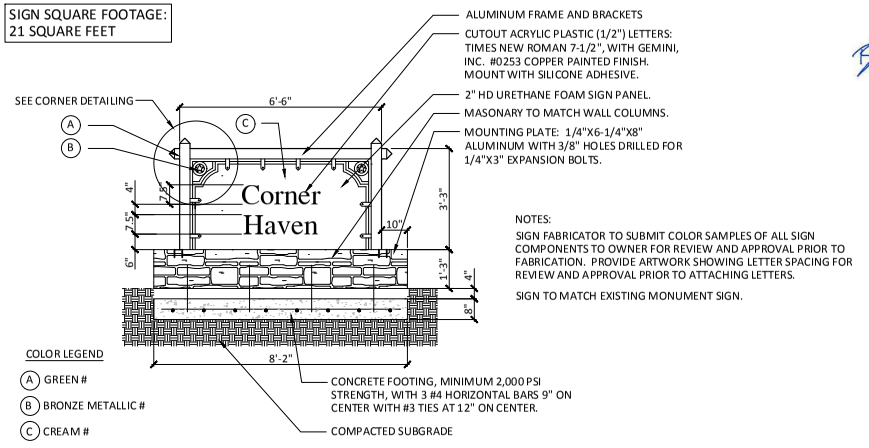
LOCATION MAP

0 100 200 400

Scale: 1" = 200'

NORTH

SIGN SQUARE FOOTAGE:
21 SQUARE FEET

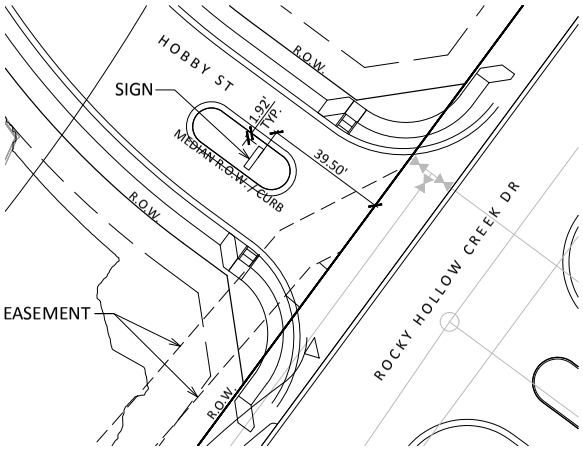


NOTES:
SIGN FABRICATOR TO SUBMIT COLOR SAMPLES OF ALL SIGN COMPONENTS TO OWNER FOR REVIEW AND APPROVAL PRIOR TO FABRICATION. PROVIDE ARTWORK SHOWING LETTER SPACING FOR REVIEW AND APPROVAL PRIOR TO ATTACHING LETTERS.

SIGN TO MATCH EXISTING MONUMENT SIGN.

ELEVATION: MONUMENT SIGN

SCALE: 1/4"=1'-0"

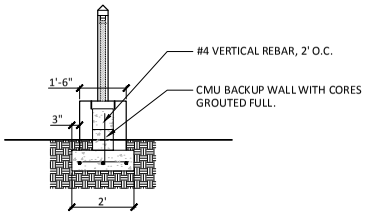


SIGN PLAN

0 20 40 80

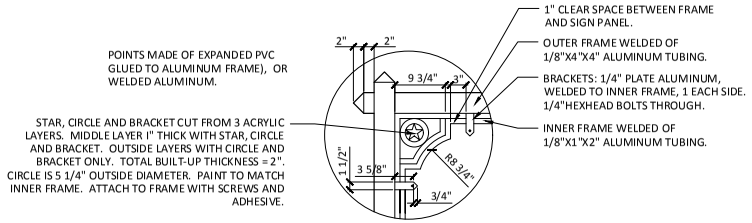
Scale: 1" = 40'

NORTH



SECTION: MONUMENT SIGN

SCALE: 1/4"=1'-0"



ENLARGEMENT: CORNER DETAILING

SCALE: 1/2"=1'-0"

Notes:
1.Per Sun City Texas, Somerset Master Signage Plan, Neighborhood Sign N-3
2.Estimated Construction cost of assembly, materials and installation: Approximately $12,000.00

Sun City Texas by Del Webb

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AUSTIN, TEXAS
t 512.346.7003
www.secplanning.com + info@secplanning.com

NEIGHBORHOOD 65 SIGN B - 1049 ROCKY HOLLOW CREEK DR.

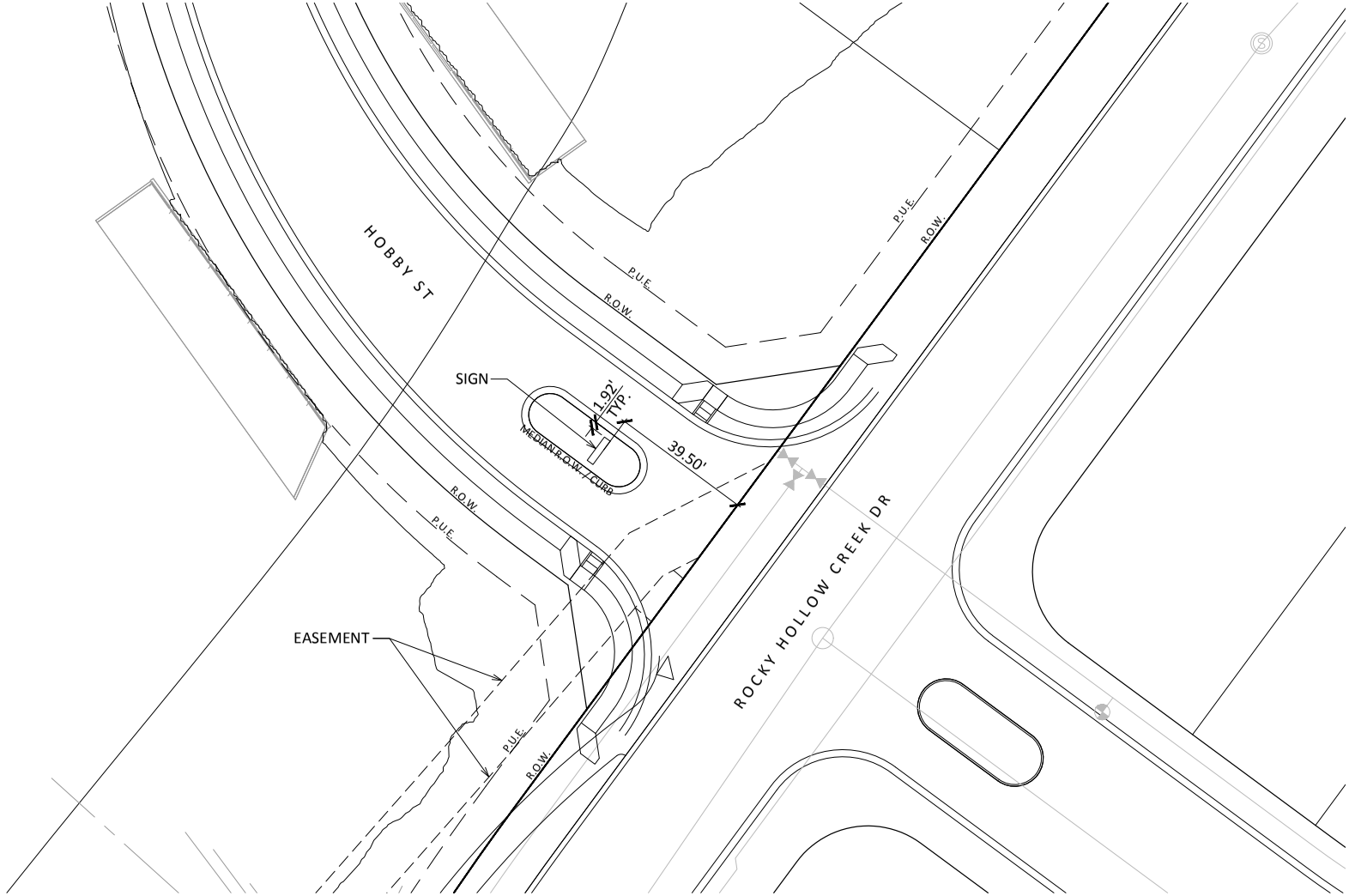
Date: April 21, 2026

ROCKY HOLLOW CREEK DRIVE

SIGN N-3

SHEET FILE: G:\Cadfiles\NH 65 Signs\N65 Sign Permit Package.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.



SIGN PLAN

Sun City Texas by Del Webb

SEC Planning, LLC

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t 512.346.7003
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NEIGHBORHOOD 65 SIGN B - 1049 ROCKY HOLLOW CREEK DR.

ROCKY HOLLOW CREEK DRIVE

SIGN N-3

Date: April 21, 2026

SHEET FILE: G:\Cadfiles\NH 65 Signs\N65 Sign Permit Package.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

EXHIBIT B

REVOCABLE LICENSE AGREEMENT

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

This is a Revocable License Agreement (this "License Agreement") by and between the City of Georgetown, a Texas home-rule municipal corporation (hereinafter referred to as "LICENSOR"), and Sun City Texas Community Association, Inc., a Texas non-profit corporation, whose address is 2 Texas Drive, Georgetown, TX 78628 (hereinafter referred to as "LICENSEE"), owner of Lots 1 and 51, Block A and Lot 22, Block B, out of the Sun City Neighborhood 65 subdivision as recorded in Document No. 2025023617 of the Official Public Records of Williamson County, Texas, and located at 1035 Rocky Hollow Creek Drive, Georgetown, Tx 78626 ("hereinafter referred to as the "PROPERTY"). LICENSOR hereby grants a license to the said LICENSEE to permit two neighborhood entry monument signs (the "Monument Signs") to encroach into the rights-of-way of Guenat Street and Hobby Street, abutting the PROPERTY, as shown on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (hereinafter referred to as "Licensed Area"), owned and maintained by the City of Georgetown, Williamson County, Texas, but such improvements shall at all times not be in contact with any electric, water, sewer, or other utility, or equipment, or interfere in any way with such utility, improvements and other property, and subject to the following terms and conditions:

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

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

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

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

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

B. LICENSOR shall have the right at any and all times upon 180 days written notice to LICENSEE, its representatives, successors or assigns, to take possession of and use all or any part of the Licensed Area in the event that such use be reasonably desired or needed by LICENSOR for street, sewer, transportation or any other public or municipal use or purpose, and in such event, LICENSOR shall have the right to cancel the revocable license as to that portion of the Licensed Area so designated and required by LICENSOR.

C. LICENSEE shall have the right at any time upon 180 days written notice to LICENSRO to relinquish the use and possession of all or any part of the Licensed Area as LICENSEE may so determine and to cancel said revocable license as to that part so relinquished.

D. Upon the lawful termination of a revocable license issued hereunder, in whatsoever manner such termination may be made, LICENSEE and LICENSEE's assigns, successors and representatives, bind and obligate themselves to restore the Licensed Area to the original condition as it existed prior to any construction, or to fulfill any other reasonable conditions for the restoration of the Licensed Area which may be acceptable to LICENSOR, and should LICENSEE and LICENSEE's assigns, successors, or representatives fail or refuse to do so within 90 days after such termination then in that event LICENSOR may do or have done the work necessary for such purpose at the sole cost, risk, liability and expense of LICENSEE and LICENSEE's assigns, successors and representatives.

E. Upon written consent of LICENSOR, acting by and through the Director, LICENSEE may, at LICENSEE's sole cost, risk liability and expense including public liability and property damage insurance in the amounts specified in Subsection 12.09.030 D.4. of the City of Georgetown Code of Ordinances, remove, reroute, reconstruct, lower or raise any existing utility lines, public or private sewer lines, water lines, including storm sewers, pipes or conduits presently located within a public street, roadway, sidewalk or easement or the LICENSOR's right-of-way, provided that before changing or interfering with any such utility lines as described aforesaid, LICENSEE shall notify the respective utility companies and LICENSOR, owning or operating the aforesaid utility lines, concerning any and all changes, modifications, rerouting of or any interference whatsoever with the aforesaid utility lines, pipes or conduits. Any necessary changes, modifications, rerouting or interference with the aforesaid utility lines, pipes or conduits shall be done under the direction of the representatives of the respective utility companies or LICENSOR, as the case may be.

F. After the completion of any construction within the Licensed Area under the terms of the revocable license granted hereunder, should LICENSOR desire to lay or construct its utility lines, including sewer lines, water lines, or any other pipes, or conduits under, across, or along said streets within its right-of-way, any and all additional cost for the laying or construction of the aforesaid utility lines, including pipes and conduits, within said street or right-of-way, which may occur by reason of the existence of the Monument Signs, shall be paid to LICENSOR by the LICENSEE and LICENSEE's assigns, successors and representatives.

G. Solely as between LICENSOR and LICENSEE, and not for the benefit of any other person, LICENSEE, by acceptance of such revocable license, hereby waives any claim LICENSEE, and/ or LICENSEE's heirs, successors or assigns might have for damages for loss of lateral support to any other improvements hereby contemplated, including but not limited to the Monument Signs, which loss of lateral support might be occasioned by any improvements which the LICENSOR, and/or its assigns, grantees, or licensees might install or construct.

H. LICENSEE and LICENSEE's successors, assigns, and representatives, by the acceptance of this revocable license, agree, obligate and bind themselves to indemnify and do hereby indemnify and hold and save forever harmless solely LICENSOR and LICENSOR's agents, employees and representatives from all liability, cost or damage on account of LICENSEE's use, occupancy and maintenance of any part of a public street, roadway, sidewalk or easement or LICENSOR's right-of-way and the structures and facilities therein, including by way of example, but not by way of limitation, any buildings, piers, fences, pools, walls, patios, decks basements, etc. constructed on the surface or the subsurface of any public street or right-of-way. This indemnity shall continue in force and effect during the existence of any revocable licenses issued under the provisions of Chapter 12.09 of the City of Georgetown Code of Ordinances ("Chapter 12.09").

I. No transfer or assignment of any revocable license granted under the terms and provisions of this Chapter 12.09 shall be effective unless and until:

1. LICENSEE has, in writing, advised the Director of the name and mailing address of the transferee or assignee; and

2. The transferee or assignee has furnished the Director its written agreement to assume and perform all of the duties, covenants and obligations of the revocable license; and,

thereupon, each provision of the revocable license shall be binding upon, and inure to the benefit of, the transferee or assignee of LICENSEE.

J. The breach or violation of any one of the terms, provisions, or conditions set forth in this License Agreement and/or Chapter 12.09 shall be sufficient to constitute grounds for the cancellation and forfeiture of the revocable license granted herein pursuant to the authority of Chapter 12.09. Any such cancellation and forfeiture may be exercised upon 20 days written notice by LICENSOR to LICENSEE a representative or successor, unless, at the expiration of such time, any such violation or breach has ceased or LICENSEE is proceeding with all diligence and good faith to remedy any such violation or breach and thereafter continues without delay with such remedial work or correction until such violation or breach has been completely remedied, and, any person violating any of the provisions of Chapter 12.09 may be prosecuted as provided for in Chapter 12.09.

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

1. The proposed use of a public street, roadway, sidewalk or easement or LICENSOR's right-of-way by any person or the abutting land owner shall not interfere with LICENSOR's lawful use thereof.

2. The proposed construction within a public street, roadway, sidewalk or easement or LICENSOR's right-of-way shall be in accordance with LICENSOR's Construction Standards, Unified Development Code, and any other applicable ordinances and regulations.

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

1. The street or highway shall be kept open for vehicular and pedestrian traffic in a reasonable manner and no obstruction of the sidewalks shall be allowed in such a way as to prevent the use thereof by pedestrians;

2. Dirt and other material removed from the building and construction of any such structure within a public street, roadway, sidewalk or easement or LICENSOR's right-of-way shall not be allowed to remain on the street or sidewalk, but all such dirt and other materials shall be removed immediately at the sole cost, risk, liability and expense of LICENSEE;

3. All excavations and obstructions of any kind where allowed during the period of LICENSEE's construction, shall be properly barricaded, and well illuminated during the night time, all subject to the approval of the Building Official of the City of Georgetown.

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

M. LICENSEE and LICENSEE's successors, assigns and representatives agree, obligate and bind themselves to indemnify and do hereby indemnify and hold and save forever harmless LICENSOR, from all liability, cost or damage on account of the construction within a public street,

roadway, sidewalk or easement or LICENSOR's right-of-way, or on account of using, occupying, preparing, maintaining and operating any such improvements therein.

This license shall expire automatically upon removal of the Monument Signs located upon the License Area pursuant to this license.

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

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

SIGNED and AGREED to on this _____ day of _____, 20___.

LICENSOR:

City of Georgetown,
a Texas home-rule municipal corporation

By: _____
Name: Edgar Garcia
Title: Director, Planning Department

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ___ day of _____, 20___, by Edgar Garcia, Director of the Planning Department for the City of Georgetown, a Texas home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

LICENSEE:

Sun City Texas Community Association, Inc.,
a Texas non-profit corporation

By: _____
Name: Allison Larriva
Title: President

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 20___, by _____, _____ of Sun City Texas Community Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
Andrew Culpepper, Assistant City Attorney

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

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
2026-1-ABD Abandonment of portions of a Utility Easement and Water Line Easement within the Parmer Ranch Phase 18 Neighborhood

SUGGESTED ACTION:
Consideration and possible action to conditionally authorize by Resolution and Quitclaim, the abandonment of portions of a Utility Easement and a Water Line Easement situated in the Parmer Ranch Phase 18 Subdivision, for the benefit of Chesmar Homes, LLC and to authorize the Mayor to execute all necessary documents to effectuate the abandonment -- Colin Davidson, Real Estate Program Manager

ITEM SUMMARY:
Abandonment of portions of a utility easement and a waterline easement contingent upon the city's acceptance of replacement infrastructure within the Parmer Ranch Phase 18 Neighborhood.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Colin Davidson, City Attorney's Office/ Real Estate

ATTACHMENTS:
2026-1-ABD_Resolution_10.5.2026.pdf
2026-1-ABD_QCD_10.5.2026.pdf
2026-1-ABD - Easement to be Abandoned Diagram.pdf

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, CONDITIONALLYAUTHORIZING THE RELEASE AND ABANDONMENT OF PORTIONS OF A 20' WIDE UTILITY EASEMENT AND A 20' WIDE WATER LINE EASEMENT.

WHEREAS, in 2006, Willie J. Kopecky, Jr. and wife, Mardi Kopecky, a predecessor-in-title to Chesmar Homes, LLC, a limited liability company organized under the laws of the State of Texas ("Owner"), granted Stephen W. Gurasich Jr., Trustee, a 20' wide utility easement (the "Utility Easement") across a 21.02-acre tract of land in the Charles H. Delaney Survey, Abstract No. 180 in Williamson County, Texas, said 21.02-acre tract being more particularly described in that certain warranty deed recorded in Document Number 2001040377 of the Official Public Records of Williamson County, Texas, for the purpose of facilitating the construction of a water line across said 21.02- tract of land; said utility easement having been dedicated in Document Number 2006003251 of the Official Public Records of Williamson County, Texas; and,

WHEREAS, in 2014, Mark J. Silverstone a predecessor-in-title to Owner granted Chisolm Trail Special Utility District a 20' water line easement (the "Water Line Easement") across a 68.89 tract of land in the John Hamilton Survey and the Charles Delaney Survey in Williamson County, as described in Document Number 2014018262 of the Official Public Records of Williamson County, Texas (together the Utility Easement and the Water Line Easement being collectively referred to herein as the "Easements"); and

WHEREAS, the Utility Easement was granted to Stephen W. Gurasich Jr., Trustee, and not the City of Georgetown (the "City"), and such Utility Easement has never been transferred to, assigned to, or accepted by, the City; and

WHEREAS, notwithstanding that the Utility Easement has never been transferred to, assigned to, or accepted by, the City, there does exist a City 12" water line within the Utility Easement, said water line being a part of the City's utility system; and

WHEREAS, Owner wishes to develop their property, but portions of the Easements are impeding the development of the property; and

WHEREAS, the abandonment of a portion of the Utility Easement, such portion of the Utility Easement being the portion that encumbers Lots 1-13, Block A and Lots 1-3, Block B, out of the Parmer Ranch Phase 18 Subdivision as recorded in Document No. 2026064271 of the Official Public Records of Williamson County, Texas (the "Portion of the Utility Easement to be Abandoned"), would facilitate the development of Owner's property; and

WHEREAS, the abandonment of a portion of the Water Line Easement, such portion

of the Water Line Easement being the portion that encumbers Lots 1-13, Block A and Lots 1-3, Block B, out of the Parmer Ranch Phase 18 Subdivision as recorded in Document No. 2026064271 of the Official Public Records of Williamson County, Texas (the "Portion of the Water Line Easement to be Abandoned"), would further facilitate the development of the property; and

WHEREAS, Owner will construct replacement infrastructure as part of the Parmer Ranch Phase 18 Construction Plans (as described in City Project #2025-7-CON), and said replacement infrastructure will render the Portion of the Utility Easement to be Abandoned and the Portion of the Water Line Easement to be Abandoned obsolete and satisfy the City's requirement to provide replacement infrastructure; and

WHEREAS, upon considering the request for the release and abandonment of the Portion of the Utility Easement to be Abandoned and the Portion of the Water Line Easement to be Abandoned, and additional information pertaining to the request, the City Council now finds that, upon the completion and acceptance of replacement infrastructure, a public need for the Portion of the Utility Easement to be Abandoned and the Portion of the Water Line Easement to be Abandoned will no longer exist, and therefore the Portion of the Utility Easement to be Abandoned and the Portion of the Water Line Easement to be Abandoned may be abandoned and released to the Owner or a successor-in-interest to Owner upon satisfaction of the conditions stated herein; and

WHEREAS, nothing herein shall operate to release the remainder portions of either the Utility Easement and/or the Water Line Easement or any other easement.

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

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. Upon the acceptance of the replacement infrastructure by the City in a form acceptable to the Development Engineer, the Mayor is hereby authorized to execute a Quitclaim in substantially the same form attached hereto as **Exhibit A** and any other document(s) necessary to complete the release and abandonment of the Portion of the Utility Easement to be Abandoned and the Portion of the Water Line Easement to be Abandoned, and the City Secretary is hereby authorized to attest thereto on behalf of the City of Georgetown.

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 be 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 this _____day of _____, 2026.

CITY OF GEORGETOWN

By: _____
Joshua Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

Exhibit A

QUITCLAIM

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

DATE: _____, 2026

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

GRANTOR'S MAILING ADDRESS: P.O. Box 409, Georgetown, Williamson County, Texas 78627

GRANTEE: Chesmar Homes, LLC, a Texas limited liability company

GRANTEE'S MAILING ADDRESS: 801 E. Old Settlers Blvd., Round Rock, Texas 78664

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

> Being certain portions of Lots 1-13, Block A and Lots 1-3, Block B, of the Parmer Ranch Phase 18 Subdivision as recorded in Document No. 2026064271 of the Official Public Records of Williamson County, Texas, such portions of such lots being the portions that are encumbered by one 20' Waterline Easement recorded in Document No. 2014018262 of the Official Public Records of Williamson County, Texas, and one 20' Utility Easement recorded in Document No. 2006003251 of the Official Public Records of Williamson County, Texas.

For the consideration, GRANTOR quitclaims to GRANTEE all of GRANTOR'S right, title, and interest in and to the above described Property, to have and to hold it to GRANTEE, GRANTEE'S successors and assigns, forever. Neither GRANTOR, nor GRANTOR'S successors and assigns, shall have, claim or demand any right or title to the Property or any part of it.

EXECUTED this the _____ day of _____, 2026.

GRANTOR:

CITY OF GEORGETOWN

BY: _____
Joshua Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this date personally appeared Joshua Schroeder, Mayor of the City of Georgetown, a Texas home-rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said municipality, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___day of _____, 2026.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

QUITCLAIM

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

DATE: _____, 2026

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

GRANTOR'S MAILING ADDRESS: P.O. Box 409, Georgetown, Williamson County, Texas 78627

GRANTEE: Chesmar Homes, LLC, a Texas limited liability company

GRANTEE'S MAILING ADDRESS: 801 E. Old Settlers Blvd., Round Rock, Texas 78664

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

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> Being certain portions of Lots 1-13, Block A and Lots 1-3, Block B, of the Parmer Ranch Phase 18 Subdivision as recorded in Document No. 2026064271 of the Official Public Records of Williamson County, Texas, such portions of such lots being the portions that are encumbered by one 20' Waterline Easement recorded in Document No. 2014018262 of the Official Public Records of Williamson County, Texas, and one 20' Utility Easement recorded in Document No. 2006003251 of the Official Public Records of Williamson County, Texas.

For the consideration, GRANTOR quitclaims to GRANTEE all of GRANTOR'S right, title, and interest in and to the above described Property, to have and to hold it to GRANTEE, GRANTEE'S successors and assigns, forever. Neither GRANTOR, nor GRANTOR'S successors and assigns, shall have, claim or demand any right or title to the Property or any part of it.

EXECUTED this the _____ day of _____, 2026.

GRANTOR:

CITY OF GEORGETOWN

BY: _____
Joshua Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

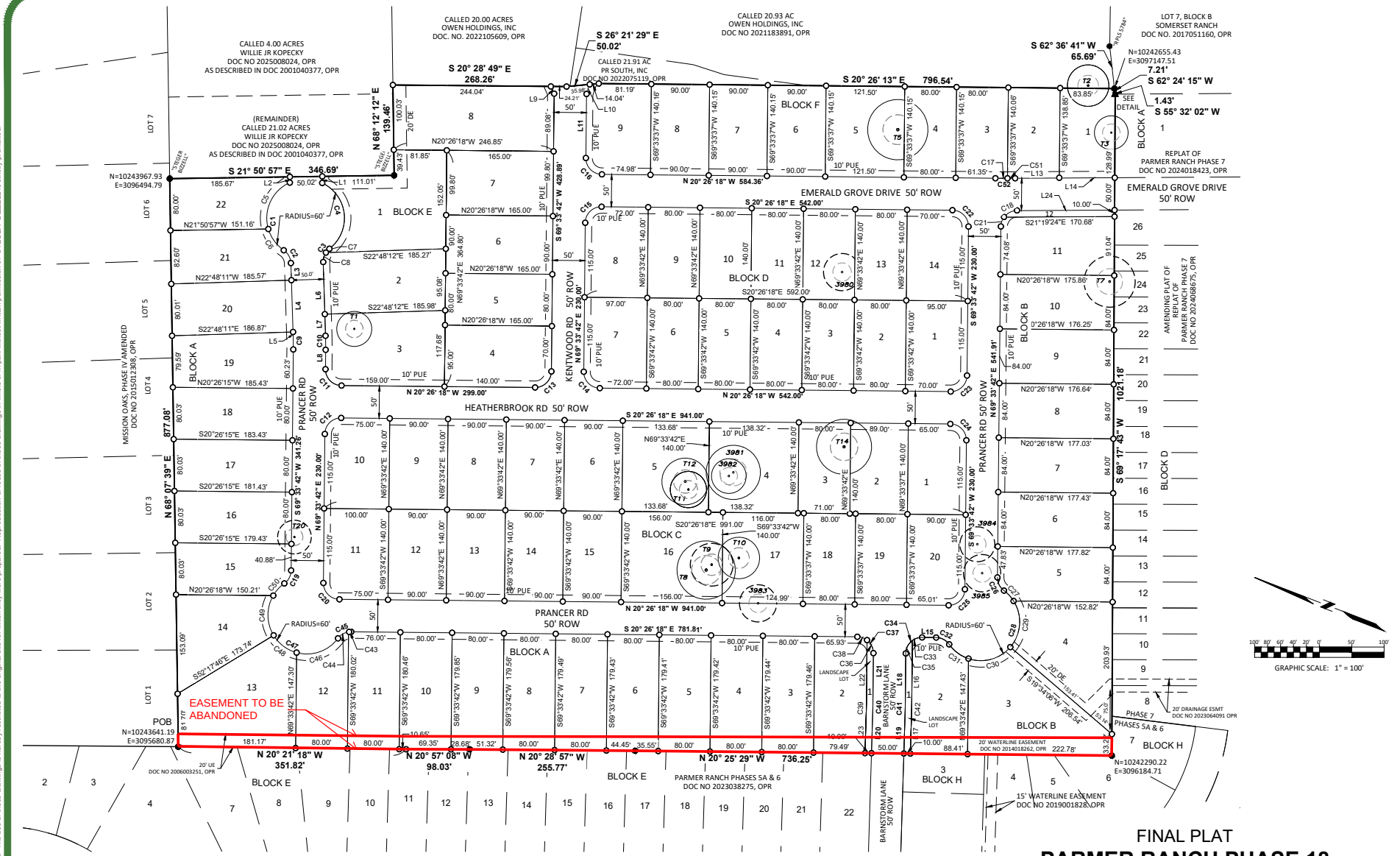
BEFORE ME, the undersigned authority, on this date personally appeared Joshua Schroeder, Mayor of the City of Georgetown, a Texas home-rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said municipality, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___day of _____, 2026.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney



FINAL PLAT
PARMER RANCH PHASE 18

A 33.12 Acre Subdivision situated in the
C. H. Delaney Survey No. 11, Abstract No.181,
Williamson County, Texas

STEGER BIZZELL

2025-55-FP

ADDRESS 1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
METRO 512.930.9412 | TEXAS REGISTERED ENGINEERING FIRM F-181 TBPELS FIRM No.10003700 | WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

JOB No. 22223 DATE: 27-Feb-26 SHEET 2 of 5 DRAWN BY: RDW REVIEWED BY: PRB APPROVED BY: PRB

These drawings are the sole property of STEGER BIZZELL. The use of these drawings is hereby restricted to the original site for which they were prepared. Reproduction or reuse of these drawings in whole or in part without written permission of STEGER BIZZELL is strictly prohibited.

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Release of Drainage Easement Dedicated on the Final Plat for The Reserves at Cimarron Hills

SUGGESTED ACTION:
Consideration and possible action to approve the City joining in a Quitclaim Release of Easement that Williamson County will sign to release a drainage easement that was dedicated to Williamson County on the Final Plat for the Reserves at Cimarron Hills and to authorize the City Manager to sign the Quitclaim Release of Easement on behalf of the City in a form substantially similar to the document attached hereto -- Andrew Culpepper, Senior Assistant City Attorney - Real Estate Services

ITEM SUMMARY:
On the Final Plat for The Reserves at Cimarron Hills, which is recorded under County Clerk's File Number 2026026975 of the Official Public Records of Williamson County, Texas, the property owners dedicated a drainage easement to Williamson County. The property owners whose lots are encumbered by the drainage easement have requested that Williamson County abandon the drainage easement in order to allow development of the lots. In order to accomplish this abandonment, Williamson County has proposed to sign this Quitclaim Release of Easement. Williamson County has requested that the City join in the Quitclaim Release of Easement in order to acknowledge the City's approval of the Quitclaim Release of Easement in view of the fact that the City has platting jurisdiction over the property and approved the Final Plat for The Reserves at Cimarron Hills.

FINANCIAL IMPACT:

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

ATTACHMENTS:
CIMARRON--Release of Easement (Final with Exhibit).pdf

QUITCLAIM RELEASE OF EASEMENT
The Reserves at Cimarron Hills

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

RECITALS:

A. WHEREAS, WILLIAMSON COUNTY, TEXAS (the "County') was offered the dedication of certain drainage easement interests for public purposes as the County may deem appropriate, crossing Lots 39, 40, 41, 42, 43, 44, 45, 78, 79, 80, 81, 82, 83 and 84, Block H, of The Reserves at Cimarron Hills Final Plat (collectively, the "Released Lots"), which plat was recorded as Document No. 2026026975 of the Official Records of Williamson County, Texas ("Plat"); and

B. WHEREAS, the drainage easement crossing the Released Lots was proposed for stormwater management resulting from the subdivision residential lot development (the "Subdivision Easement"); and

C. WHEREAS, the County assumes no responsibility for or maintenance of drainage ways or easements in the subdivision other than those directly draining or protecting its current or future roadway system; and

D. WHEREAS, the County Engineering Department and the City of Georgetown Engineering Department have determined that the Subdivision Easement, to the extent that it encumbers the Released Lots, is not needed for directly draining or protecting the current or planned County roadway system facilities, and will not be required in the future; and

E. WHEREAS, the Owners of the Released Lots request that the Subdivision Easement be released to the extent that the Subdivision Easement encumbers such Released Lots, such Released Lots being indicated by the bold black diagonal stripes across such lots as depicted in Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, the County, acting by and through the undersigned duly authorized signatory for the County, in consideration, the receipt and adequacy of which is hereby acknowledged, has this day, and does by these presents, RELEASE, DISCHARGE and QUITCLAIM all of the right, title, interest and estate in and to the dedicated Subdivision Easement located on and across the Released Lots, such Released Lots being indicated by the bold black diagonal stripes across such lots as depicted in Exhibit "A", which the County has or may be entitled to by virtue of said easements and proposed dedication, and does hereby declare the same fully released and discharged.

EXECUTED this the _____ day of _____, 2026.

WILLIAMSON COUNTY, TEXAS

By:_____
Steve Snell
County Judge

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before on _____, 2026 by Steve Snell, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

JOINED AND APPROVED AS TO FORM AND SUBSTANCE:

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 on _____, 2026 by David Morgan, City Manager of the City of Georgetown, a Texas home-rule corporation, on behalf of said corporation.

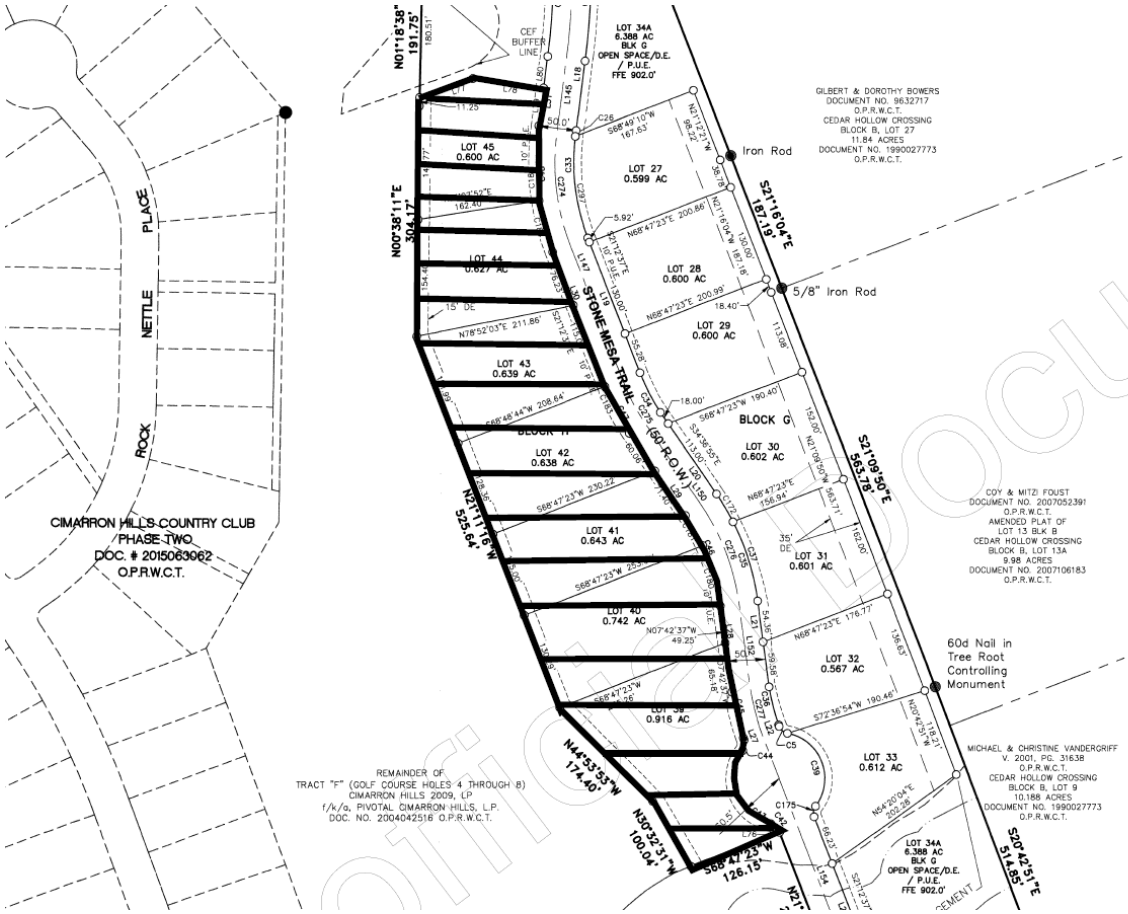
_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____

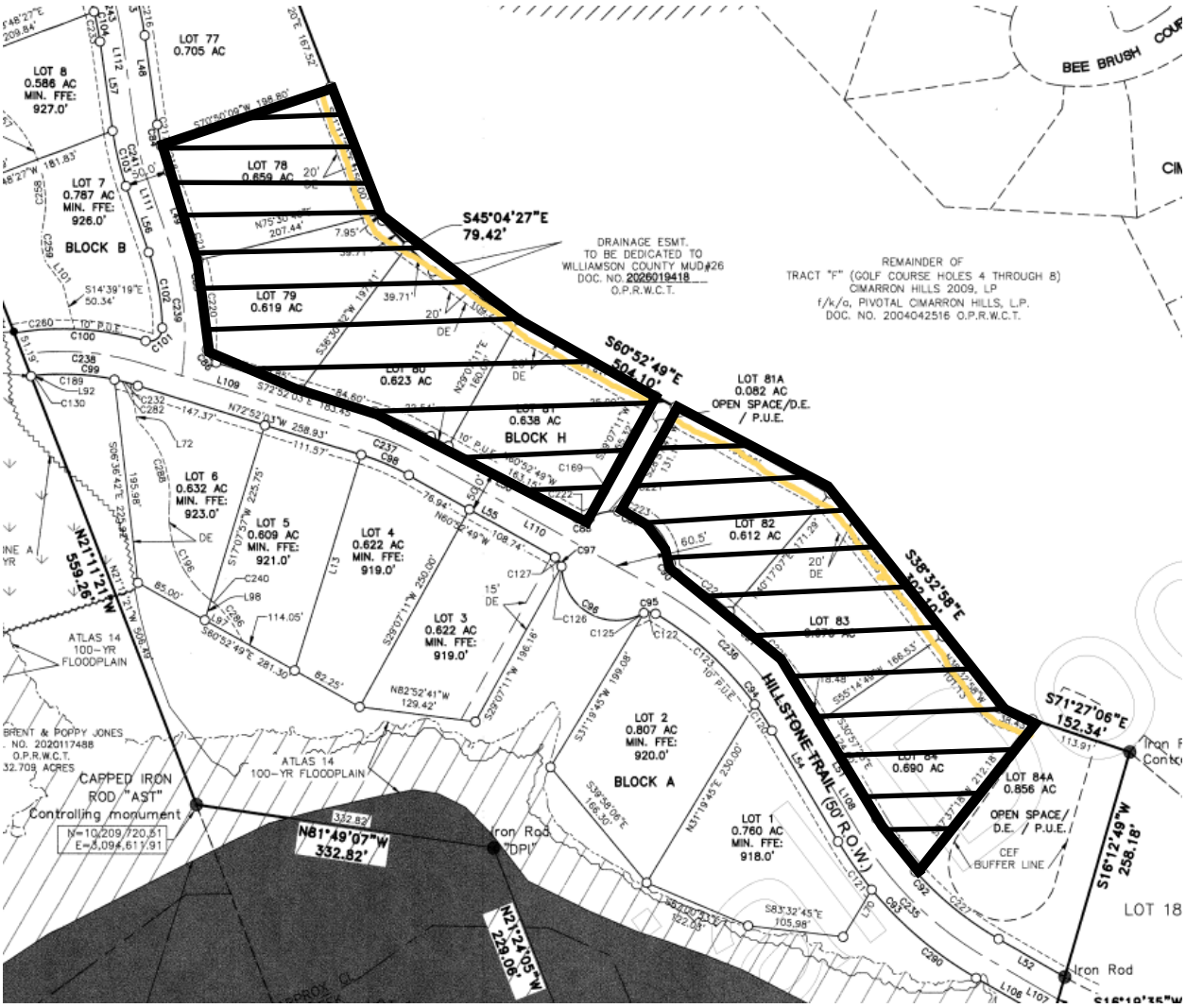
_____, City Attorney

EXHIBIT A



Unofficial Docum

EXHIBIT A


LOT 77
0.705 AC
LOT 8
0.586 AC
MIN. FFE:
927.0'
LOT 78
0.659 AC
LOT 7
0.787 AC
MIN. FFE:
926.0'
BLOCK B
LOT 79
0.619 AC
LOT 80
0.623 AC
LOT 81
0.638 AC
BLOCK H
S45°04'27"E
79.42'
DRAINAGE ESMT.
TO BE DEDICATED TO
WILLIAMSON COUNTY MUD #26
DOC. NO. 2026019418
O.P.R.W.C.T.
REMAINDER OF
TRACT "F" (GOLF COURSE HOLES 4 THROUGH 8)
CIMARRON HILLS 2009, LP
f/k/a, PIVOTAL CIMARRON HILLS, L.P.
DOC. NO. 2004042516 O.P.R.W.C.T.
S60°52'49"E
504.10'
LOT 81A
0.082 AC
OPEN SPACE/D.E.
/ P.U.E.
LOT 82
0.612 AC
S36°32'58"E
LOT 83
LOT 84
0.690 AC
LOT 84A
0.856 AC
OPEN SPACE/
D.E. / P.U.E.
CEF
BUFFER LINE
S71°27'06"E
152.34'
S16°12'49"W
258.18'
HILLSTONE TRAIL (60' R.O.W.)
LOT 6
0.632 AC
MIN. FFE:
923.0'
LOT 5
0.609 AC
MIN. FFE:
921.0'
LOT 4
0.622 AC
MIN. FFE:
919.0'
LOT 3
0.622 AC
MIN. FFE:
919.0'
LOT 2
0.807 AC
MIN. FFE:
920.0'
BLOCK A
LOT 1
0.760 AC
MIN. FFE:
918.0'
N21°11'21"W
559.26'
ATLAS 14
100-YR
FLOODPLAIN
BRENT & POPPY JONES
NO. 2020117488
O.P.R.W.C.T.
32.709 ACRES
CAPPED IRON
ROD "AST"
Controlling monument
N=10,209,720.51
E=3,094,611.91
N81°49'07"W
332.82'
N21°24'05"W
229.06'
Iron Rod
LOT 18
BEE BRUSH

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Municipal Service Agreement - 2026-6-ANX - 580 Rabbit Hill Road

SUGGESTED ACTION:
Consideration and possible action to approve a Municipal Service Agreement with Steve Fox, for the provision of municipal services upon annexation to approximately 25.00 Acres in the Francis A. Hudson Survey, Abstract 295, generally located at 580 Rabbit Hill Road, Georgetown, Texas (2026-6-ANX) -- Matt Skawin, Planner

ITEM SUMMARY:
Overview of Applicant's Request: The applicant is requesting to annex approximately 25.00 acres of land into City Limits with a zoning of Intensive Industrial (I-2).

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Anish Dsouza, Planning Department

ATTACHMENTS:
2026-6-ANX -Municipal Services Agreement.pdf
2026-6-ANX-MSA-Presentation.pdf

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF GEORGETOWN, TEXAS

AND FOX FAMILY TRUST

This Municipal Services Agreement ("Agreement") is entered into on the 13th day of October, 2026 by and between the City of Georgetown, Texas, a home-rule municipality of the State of Texas ("City") and Fox Family Trust ("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 approximately 0.15 miles east of S IH-35 and 0.38 miles south of Blue Ridge Boulevard, and it directly fronts CR 116 along the roadway to the west which consists of approximately 25.00 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. 2026-6- ANX ("Annexation Case");

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

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

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

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES.

a. Commencing on the Effective Date, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.

i. Fire Protection and Emergency Medical Services – The City of Georgetown Fire Department will provide response services in the annexed area consisting of: fire suppression and rescue; emergency response to 9-1-1 calls; fire prevention education efforts, and other duties and services provided by the Georgetown Fire Department.

ii. Police – The City's Police Department will provide protection and law enforcement services.

iii. Planning and Development, Building Permits, and Inspections Services - Upon annexation, the City will provide site plan review; zoning approvals; Building Code and other standard Code inspection services; City Code enforcement; sign regulations and permits; and Stormwater Permit services in the annexed.

iv. Parks and Recreational Facilities. Residents of the Property will be permitted to utilize all existing publicly-owned parks and recreational facilities and all such facilities acquired or constructed after the Effective Date (including community service facilities, libraries, swimming pools, etc.), throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

v. Other Publicly Owned Buildings. Residents of the Property will be permitted to use all other publicly owned buildings and facilities where the public is granted access.

vi. Library – Upon annexation, library privileges will be available to anyone residing in the annexed area

vii. Stormwater Utility Services – The Property will be included in the City's Stormwater Utility service area and will be assessed a monthly fee based on the amount of impervious surface. The fees

will cover the direct and indirect costs of stormwater management services.

viii. Streets, Roads, and Street Lighting – The City will provide preventative maintenance of the existing public streets and roads in the annexed area over which it has jurisdiction through maintenance and preventative maintenance services such as emergency pavement repair; ice and snow monitoring; crack seal, sealcoat, slurry seal, and PM overlay; and other routine repair. The City shall not maintain private roads in the annexed area. Preventative maintenance projects are prioritized on a City-wide basis and scheduled based on a variety of factors, including surface condition, rideability, age, traffic volume, functional classification, and available funding. As new streets are dedicated and accepted for maintenance they will be included in the City's preventative maintenance program.

ix. Water and Wastewater Facilities in the Annexed Area that Are Not Within the Area of Another Water or Wastewater Utility –City-owned water and wastewater facilities that exist in the annexed area will be maintained in accordance with City ordinances, standards, policies and procedures.

x. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

xi. Code Compliance – The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.

xii. Animal Control Services – Upon annexation, the City shall provide animal control services in the annexed area.

xiii. Business Licenses and Regulations – Upon annexation, the City shall provide business licensing services (Carnivals Circuses and Other Exhibitions; Electrician's Licenses; Gross Receipts Charge or Street Rental; Peddlers and Solicitors; Taxicabs, Buses and Other Vehicles for Hire; Horse Drawn Carriages and other Non-Motorized Vehicles for Hire; Sexually Oriented Businesses; and Alcoholic Beverages) in the annexed area

b. The City will provide water service and wastewater treatment service to developments established after the Effective Date in accordance with, and on the schedule determined by, the City's extension policies, capital improvements schedule, and applicable law and at rates established by City ordinances for such services.

c. The City may impose a fee for any municipal service in the area annexed if

the same type of fee is imposed within the corporate boundaries of the City. All City fees are subject to revision from time to time by the City in its sole discretion.

d. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

e. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

4. **SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.

5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

8. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Williamson County, Texas or the United States District Court for the Western District of Texas, Austin Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers

or immunities.

11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12. **CAPTIONS**. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13. **AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND**. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.

14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

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

CITY OF GEORGETOWN

By: _____
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

(OWNER 2)

By: _____
James Fox, Co Executor/ Trustee
Fox Family Trust

State of Texas §
County of Willamson §

This instrument was acknowledged before me on the 5th day of October, 2026, by James Fox, Co-Executor/Trustee of [Name of individual signing, title (if any)] on behalf of said Fox Family Trust [insert name of company or individual where applicable].

By: _____

Notary Public, State of Texas

GENEVIEVE
SCHWERTNER WOLF
Notary ID #134282195
My Commission Expires
March 30, 2027

(OWNER 1)

By: _____
Steve Fox, Co Executor/ Trustee
Fox Family Trust

State of Texas §
County of Walker §

This instrument was acknowledged before me on the 5 day of October, 2026, by Steve Fox, Co Executor/Trustee of [Name of individual signing, title (if any)] on behalf of said Fox Family Trust [insert name of company or individual where applicable].

By: _____

Notary Public, State of Texas

RINDY MICHELLE GARLAND
Notary Public
State of Texas
ID # 129898235
My Comm. Expires 07/25/2030

EXHIBIT A

FIELDNOTE DESCRIPTION of a 25.000-acre tract of land out of a 41.60-acre tract within the Francis A. Hudson Survey No. 1, Abstract 295, Williamson County, Texas and conveyed unto Margaret Fox, Trustee of Fox Family Trust recorded in Doc. No. 2013083415, Williamson County Official Public Records (OPR); in all, said 25.000-acre tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod found on the west right-of-way line of Rabbit Hill Road (a 60' public right-of-way) coincident with the common east corner of Lot 6 as shown by plat of Georgetown Technology Park recorded in Cab. K, Pages 73-74, Williamson County Plat Records (PR) and the north corner and **POINT OF BEGINNING** of said 41.60-acre tract and the herein described tract of land;

THENCE, along the common west line of said Rabbit Hill Road and the east line of said 41.60 acre tract, South 11° 54' 55" East, 937.07 feet to a point at the east corner of the herein described tract of land from whence a 5/8" iron rod found at the east corner of said 41.60 acre tract bears South 11° 54' 55" East, 479.59 feet and South 21° 01' 17" East, 349.82 feet;

THENCE, across said 41.60-acre tract the following courses:

South 68° 57' 01" West, 155.22 feet to a point,

South 21° 02' 59" East, 23.48 feet to a point, and

South 68° 57' 01 West, 892.48 feet to a point on the common east line of Lot 1 as shown by plat of B and T Subdivision recorded in Cab. L, Pages 184-185, PR and the west line of said 41.60-acre tract for the south corner of the herein described tract of land from whence a ½" iron rod found at a southwest corner of said 41.60-acre tract bears South 21° 02' 15" West, 460.96 feet;

THENCE, along said common line, North 21° 02' 15" West, 31.48 feet to a ½" iron rod found at the common north corner of said Lot 1 of B and T Subdivision and the east corner of Lot 3 as shown by plat of Dennis P McCoy Subdivision recorded in Cab. I, Page 300, PR;

THENCE, along the common east lines of said Dennis P McCoy Subdivision and west lines of said 41.60 acre tract, North 21° 05' 25" West, 591.55 feet to a 3/8" iron rod found and South 68° 50' 28" West, 215.75 feet to a ½" iron rod found at the common southeast corner of Lot 1 as shown by plat of M & K Church Office Subdivision recorded in Cab. FF, Pages 388-389, PR and a northwest corner of said 41.60-acre tract and the herein described tract of land;

THENCE, continuing along the west line of said 41.60-acre tract, the following courses:

North 15° 20' 05" East, 99.62 feet to a ½" iron rod found at the common north corner of said Lot 1 of the M & K Subdivision and the east corner of Lot 1 as shown by plat of Venture One recorded in Cab. J, Page 294, PR,

North 15° 28′ 51″ East, 100.06 feet to a point at the common north corner of said Lot 1 of the Venture One Subdivision and the east corner of Lot 1 as shown by plat of Georgetown Seventh-Day Adventist Subdivision recorded in Cab. GG, Page 173, PR, and

North 15° 26′ 39″ East, 202.89 feet to a ½″ iron rod found on the common south line of Lot 3 of said Georgetown Technology Park and the north line of said 41.60 acre tract coincident with the north corner of said Lot 1 of Georgetown Seventh-Day Subdivision and the northwest corner of the herein described tract of land;

THENCE, along the common line of said Georgetown Technology Park and said 41.60-acre tract, North 68° 50′ 09″ East, 1,173.30 feet to the **POINT OF BEGINNING.**

Containing in all, 1,088,999 square feet or 25.000 acres of land, more or less. Bearings are based on the Texas State Plane Coordinate System for the Central Zone, 4203 (NAD83, 2011 adjustment). This fieldnote description is prepared for the purposes of a Zoning Exhibit by Westwood Professional Services.

Certification

The undersigned hereby certifies to _____ that he is a duly Registered Professional Land Surveyor of the State of Texas, and further that:

This plat of survey and the property description set forth hereon has been prepared from an actual on the ground survey by me and/or employees under my supervision. And, this plat of survey shall be utilized for zoning purposes only and shall not be used for conveyance or construction purposes.

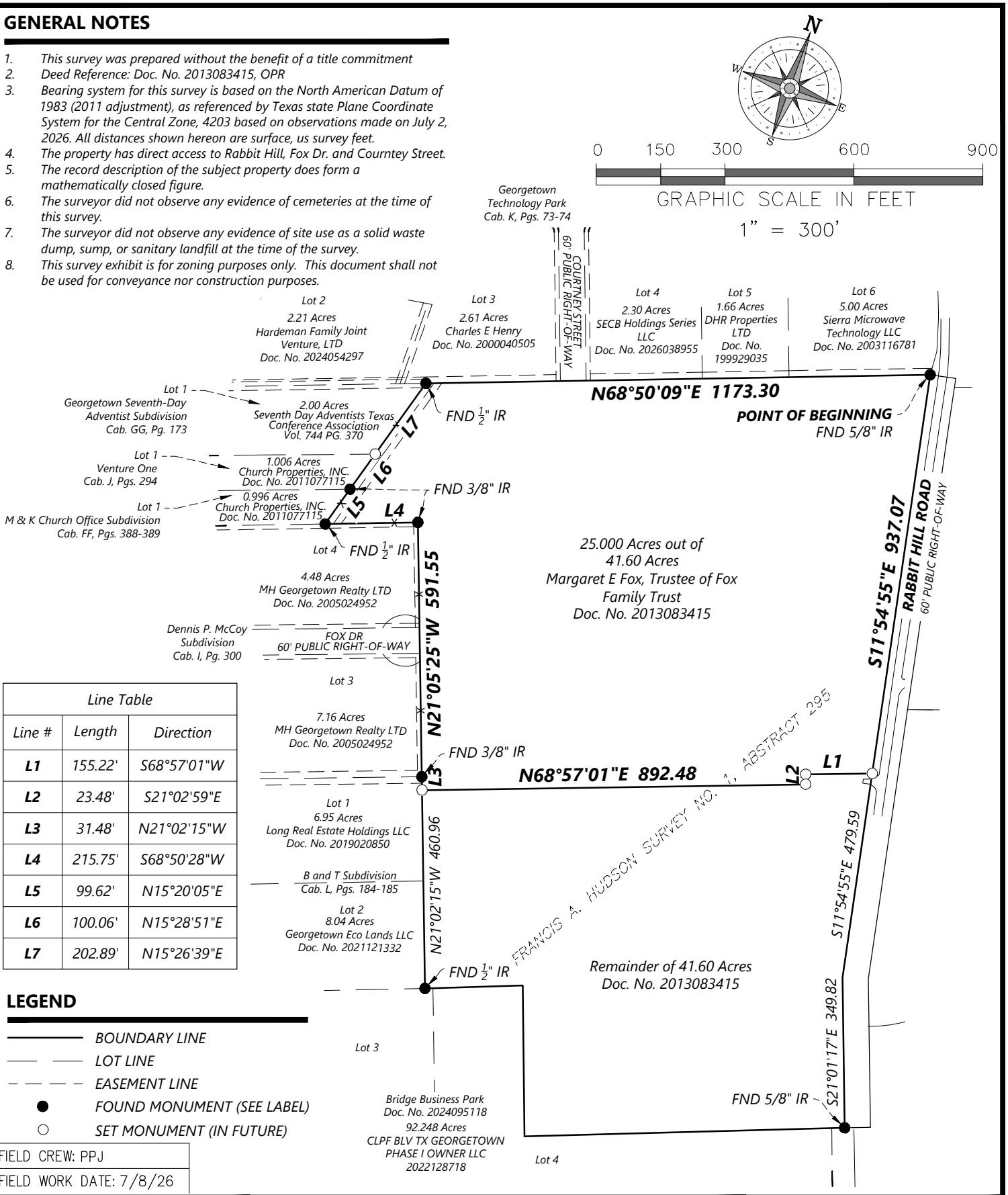
_____ 7/16/2026

Jason R Gabriel, RPLS Date
Texas No. 6530
Jason.gabriel@westwoodps.com



GENERAL NOTES

1. *This survey was prepared without the benefit of a title commitment*
2. *Deed Reference: Doc. No. 2013083415, OPR*
3. *Bearing system for this survey is based on the North American Datum of 1983 (2011 adjustment), as referenced by Texas state Plane Coordinate System for the Central Zone, 4203 based on observations made on July 2, 2026. All distances shown hereon are surface, us survey feet.*
4. *The property has direct access to Rabbit Hill, Fox Dr. and Courntey Street.*
5. *The record description of the subject property does form a mathematically closed figure.*
6. *The surveyor did not observe any evidence of cemeteries at the time of this survey.*
7. *The surveyor did not observe any evidence of site use as a solid waste dump, sump, or sanitary landfill at the time of the survey.*
8. *This survey exhibit is for zoning purposes only. This document shall not be used for conveyance nor construction purposes.*



Line Table		
Line #	Length	Direction
L1	155.22'	S68°57'01"W
L2	23.48'	S21°02'59"E
L3	31.48'	N21°02'15"W
L4	215.75'	S68°50'28"W
L5	99.62'	N15°20'05"E
L6	100.06'	N15°28'51"E
L7	202.89'	N15°26'39"E

LEGEND

- BOUNDARY LINE
- LOT LINE
- EASEMENT LINE
- FOUND MONUMENT (SEE LABEL)
- SET MONUMENT (IN FUTURE)

FIELD CREW: PPJ
FIELD WORK DATE: 7/8/26

DATE: 7/16/26
DRAFTER: JRG
DESIGNER:
CHECKED: JRG

PROJECT NO. 0080353.00

SHEET 3 OF 3

###

Triten Real Estate Partners

Triten Rabbit Hill

Zoning Exhibit

Westwood
Westwood Professional Services, Inc.
8701 NORTH MOPAC EXPY, SUITE 320
AUSTIN, TX 78759
T: 512.485.0831
F: 888.937.5150
TBPELS ENGINEERING FIRM NO. 11756
TBPELS SURVEYING FIRM NO. 10074301

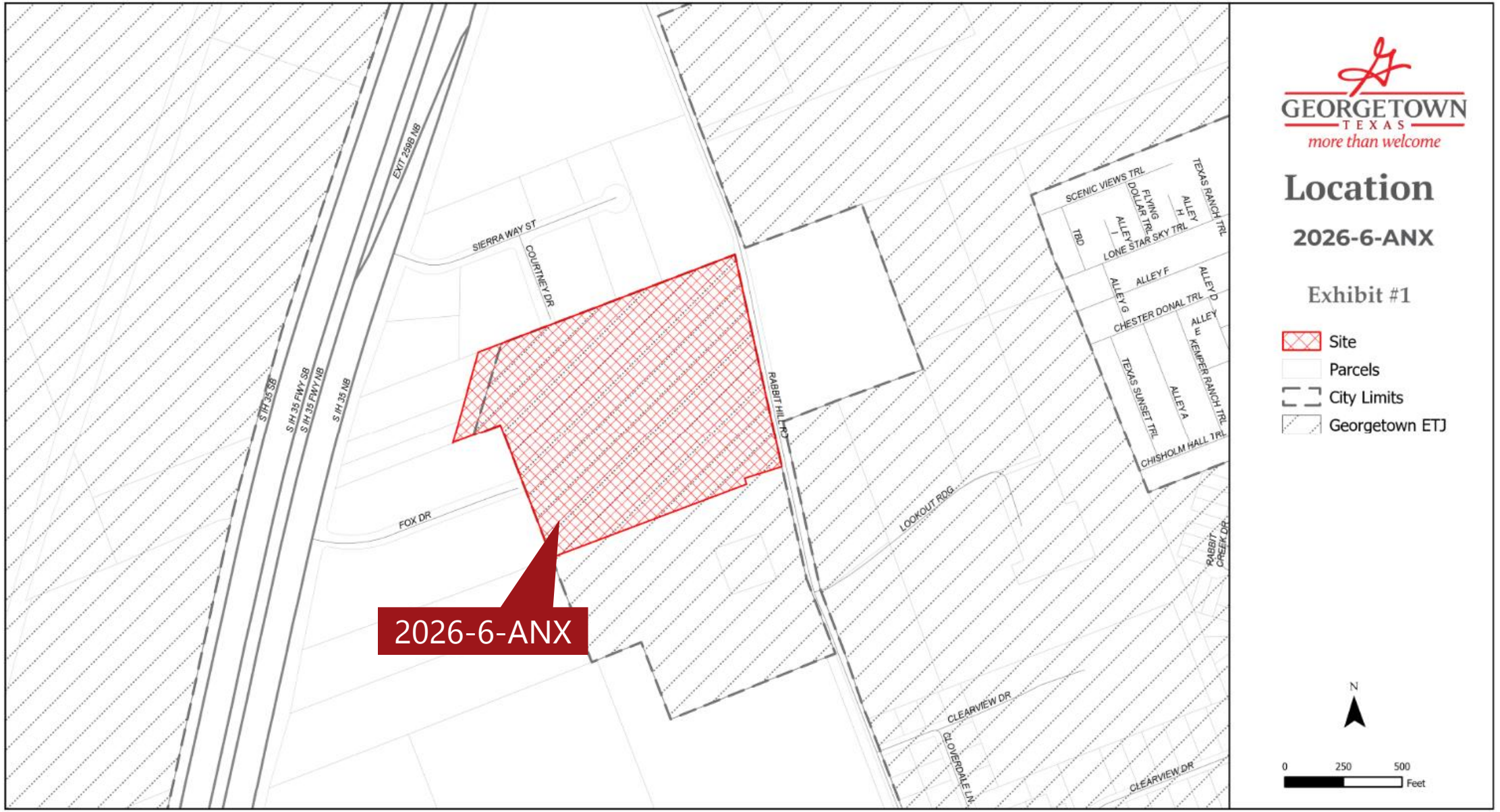
Triten Rabbit Hil 2026-6-ANX

10.13.2026| City Council

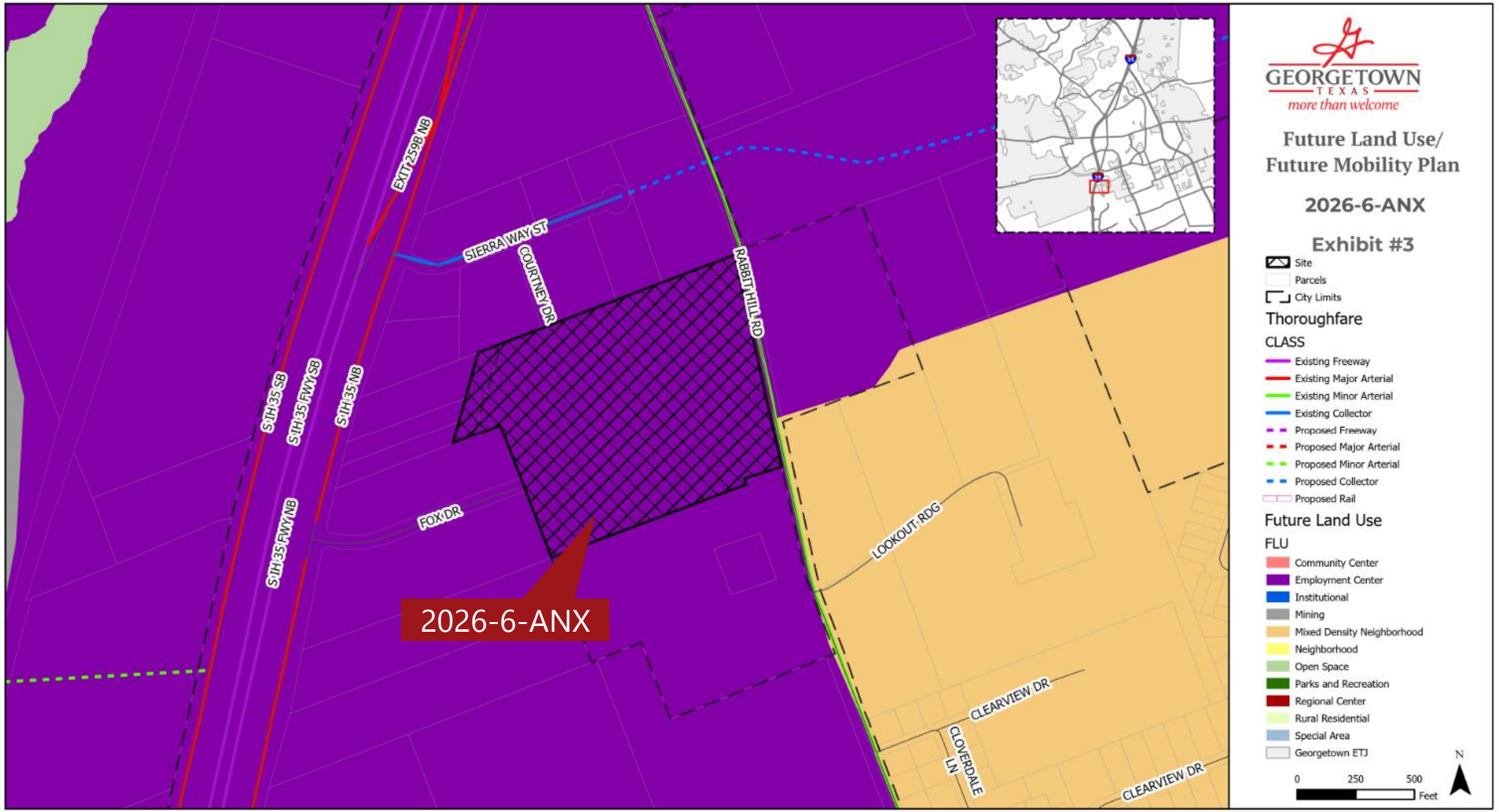
Item Under Consideration

2026-6-ANX

- Consideration and possible action to approve a Municipal Service Agreement with Fox Family Trust, for the provision of municipal services upon annexation to approximately 25.00 Acres in the Francis A. Hudson Survey, Abstract 295, generally located at 580 Rabbit Hill Road, Georgetown, Texas (2026-6-ANX) - Matt Skawin, Planner


GEORGETOWN
TEXAS
more than welcome
Location
2026-6-ANX
Exhibit #1
Site
Parcels
City Limits
Georgetown ETJ
N
0
250
500
Feet
2026-6-ANX
SIERRA WAY ST
COURTNEY DR
FOX DR
EXIT 259B NB
S IH 35 SB
S IH 35 FWY SB
S IH 35 FWY NB
S IH 35 NB
RABBIT HILL TRL
LOOKOUT RDG
CLEARVIEW DR
CLOVERDALE LN
RABBIT CREEK DR
SCENIC VIEWS TRL
TBD
ALLEY I
FLYING DOLLAR TRL
ALLEY H
TEXAS RANCH TRL
LONE STAR SKY TRL
ALLEY F
ALLEY G
ALLEY D
CHESTER DONAL TRL
ALLEY w KEMPER RANCH TRL
TEXAS SUNSET TRL
ALLEY A
CHISHOLM HALL TRL


GEORGETOWN
TEXAS
more than welcome
Aerial
2026-6-ANX
Site
City Limits
Georgetown ETJ
N
0
250
500
Feet
2026-6-ANX
EXIT 259B NB
RABBIT HILL RD
SIERRA WAY ST
COURTNEY DR
S IH 35 SB
S IH 35 FWY SB
S IH 35 NB
S IH 35 FWY NB
FOX DR
LOOKOUT RDG
CLEARVIEW DR
CLOVERDALE LN
CLEARVIEW DR


EXIT 259B NB
SIERRA WAY ST
COURTNEY DR
RABBIT HILL RD
S IH 35 SB
S IH 35 FWY SB
S IH 35 NB
S IH 35 FWY NB
FOX DR
LOOKOUT RDG
CLEARVIEW DR
CLOVERDALE LN
CLEARVIEW DR
2026-6-ANX
GEORGETOWN TEXAS
more than welcome
Future Land Use/
Future Mobility Plan
2026-6-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
N
0
250
500
Feet

Annexation Process

★ Municipal Services Agreement

Public Hearing & 1st Reading of an Ordinance

2nd Reading of an Ordinance

P&Z Public Hearing & Recommendation on Zoning

Tentative Schedule

Status	Date	Body	Purpose
✓	October 13	City Council	Municipal Services Agreement
	November 3	P&Z	Public Hearing & Consideration of Zoning
	November 24	City Council	Public Hearing & 1st Reading
	December 18	City Council	2nd Reading

Summary

- Consideration and possible action to approve a Municipal Service Agreement with Fox Family Trust, for the provision of municipal services upon annexation to approximately 25.00 Acres in the Francis A. Hudson Survey, Abstract 295, generally located at 580 Rabbit Hill Road, Georgetown, Texas (2026-6-ANX) - Matt Skawin, Planner

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Second Reading - Ordinance amending Section 13.04.180, "Rates & Charges - Solid Waste Disposal - Schedule

SUGGESTED ACTION:
Second Reading of an Ordinance amending Section 13.04.180, "Rates & Charges - Solid Waste Disposal Schedule" of the Code of Ordinances of the City of Georgetown -- April Haughey, Assistant Public Works Director

ITEM SUMMARY:
In FY2026, the City's Environmental Services Department conducted the annual cost of service and rate design study to determine the solid waste fees required to adequately recover the costs of providing services. The study's objectives were to develop a forecast of solid waste rates that allows the City to ensure that the Solid Waste Utility is collecting the appropriate amount of revenue to 1. Operate the solid waste utility. 2. Fund internal City allocations. 3. Establish and maintain a debt service reserve balance for debt service obligations. 4. Comply with fiscal and budgetary policy requirements related to franchise fees and payments in lieu of taxes.

The City's consultant, NewGen Strategies, assisted with this effort. The study concluded that the current revenues generated by the City's FY2026 solid waste rates will not support the projected operating, debt service, and reserve requirements of the solid waste system. Incremental rate increases over the next few years are necessary to increase revenues so that the City's solid waste operating and capital needs are met, and the City maintains reserve levels. To increase revenues that will sustain the solid waste system, NewGen recommends the following rate increases:

	Proposed FY 2027
Residential Rate Increase	5%
Commercial Rate Increase	8%
Downtown Shared Dumpster Rate Increase	15%

FINANCIAL IMPACT:
Projected revenue for FY2027 is estimated at $21,352,923.00

SUBMITTED BY:
Karen Frost, Public Works

ATTACHMENTS:
FY27 Solid Waste Rates Ordinance - First Reading Presentation.pdf

Ord_SolidWasteRates_FY 2027 (clean ordinance).pdf
Ord_Solid Waste Rates FY 2027 redline of rates.pdf

Solid Waste Rate Ordinance Update First Reading

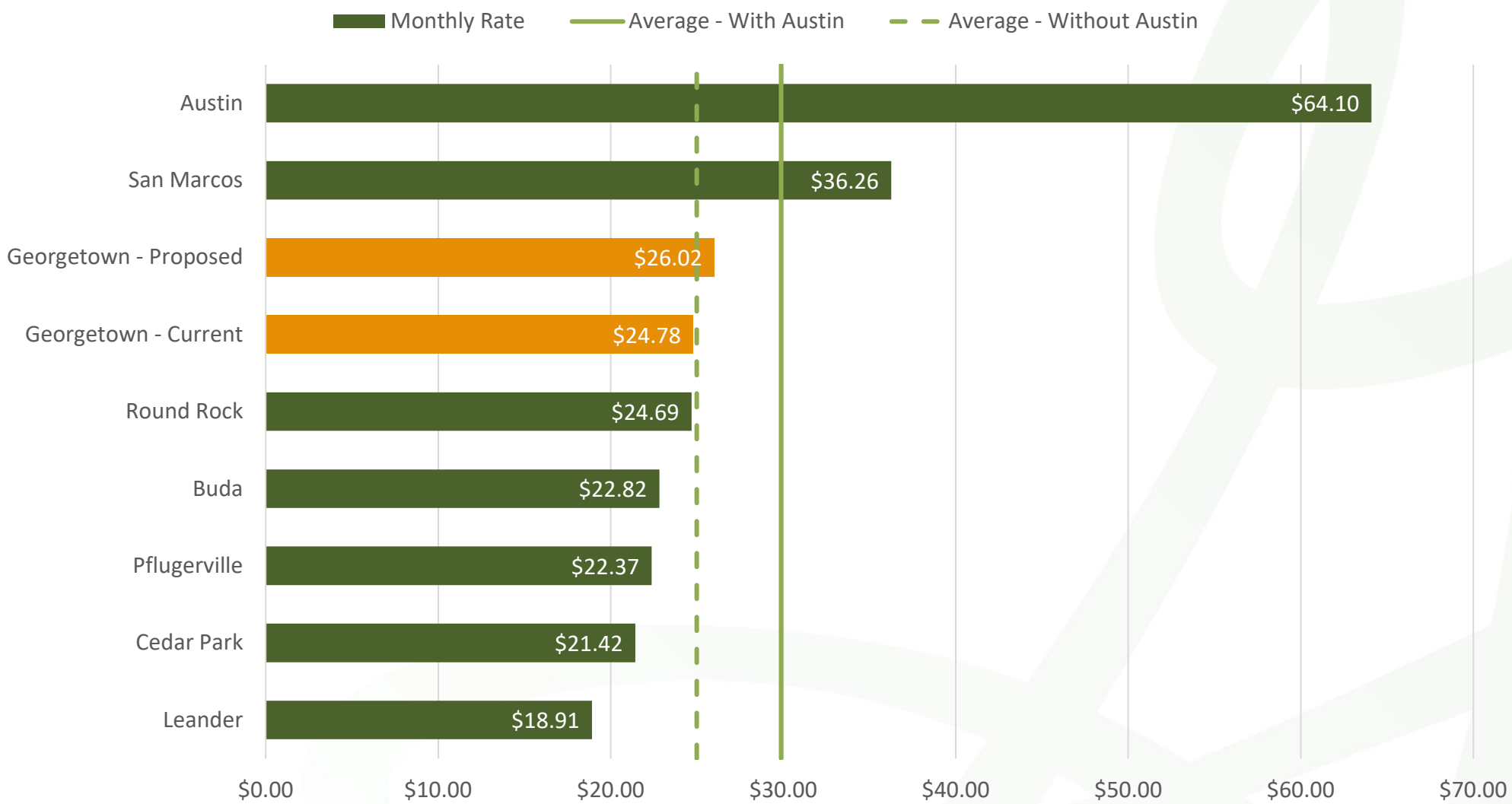
September 22, 2026| City Council

GEORGETOWN TEXAS

Caption

FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING SECTION 13.04.180, TITLED "RATES AND CHARGES – SOLID WASTE DISPOSAL – SCHEDULE," OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Monthly Residential Rate Comparison



Residential & Commercial Rate Increases

Service	Current	New	$ Increase
Residential Tier I	$24.78	$26.02	$1.24
Residential Tier II	$36.67	$38.50	$1.83
Residential Tier III & IV	$34.19	$35.90	$1.71
Commercial Cart	$42.02	$45.38	$3.91
4 YD @ 1/wk.	$158.07	$170.72	$12.65
6 YD @ 1/wk.	$194.32	$209.86	$15.54
8 YD @ 1/wk.	$229.11	$247.44	$18.33

Downtown Shared Dumpster Rate Increase

Per the rate recommendations in the Solid Waste Cost of Service Study presented by NewGen Strategies and Solutions, LLC at the City Council workshop on June 9, 2026, the City will implement a 15% rate increase for commercial customers utilizing shared dumpsters funded by the City within the downtown 9-block core. This rate increase will better align revenues with the cost of providing solid waste and recycling services.

Caption

A FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING SECTION 13.04.180, TITLED "RATES AND CHARGES – SOLID WASTE DISPOSAL – SCHEDULE," OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING SECTION 13.04.180, TITLED "RATES AND CHARGES – SOLID WASTE DISPOSAL – SCHEDULE," OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown (the "City") contracts with Texas Disposal Systems ("TDS") for solid waste disposal services; and,

WHEREAS, the City approved a new agreement with TDS in November of 2021 (the "Agreement"), the First Amendment to the Agreement with TDS in September of 2022, the Second Amendment of the Agreement in October of 2023, the Third Amendment of the Agreement in October 2024, and the Fourth Amendment of the Agreement in March of 2025; and the Fifth Amendment of the Agreement in October of 2025.

WHEREAS, TDS has requested a rate increase as provided in the contract; and,

WHEREAS, the City has reviewed the request from TDS and determined that it is consistent with the terms of the contract; and,

WHEREAS, the City has determined that the TDS requested rate increase is necessary in order to continue to maintain the high level of solid waste disposal services to which citizens have become accustomed; and,

WHEREAS, the City has determined that continuation of annual cost of service studies as well as enhanced communication with customers all in-city solid waste customers is necessary; and,

WHEREAS, the City has determined increased funding for facilities maintenance to maintain the City's transfer station is necessary in order to continue to maintain the high level of solid waste disposal services to which citizens have been accustomed; and,

WHEREAS, the City undertook an update of the cost-of-service study in FY2025, and again in FY26, which projects the City's Solid Waste Fund providing for a payment in lieu of taxes and franchise fee payment to the City's General Fund in the amount of $1,742,091 in FY27, equal to 8.16 percent of revenues; and

WHEREAS, the cost-of-service study projects fully complying with the fiscal and budgetary policy's provisions related to the payment in lieu of taxes and franchise fees by FY2027; and

WHEREAS, the City has determined it necessary to fully recover the costs associated with

administering the utility and requires a 5 percent and 8 percent rate increase for residential and commercial customers, and a 15 percent increase for users of the downtown shared dumpsters, respectively.

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

Section 1. The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. Section 13.04.180 of the Code of Ordinances, "Rates and charges – Solid Waste Disposal – Schedule" is hereby amended and replaced as shown in "**Exhibit A**."

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 and be in full force and effect on November 1, 2026, and apply to all billings after that date in accordance with the provisions of the Charter of the City of Georgetown.

PASSED AND APPROVED ON FIRST READING ON THE _____ DAY OF SEPTEMBER 2026.

PASSED AND APPROVED ON SECOND READING ON THE _____ DAY OF OCTOBER 2026.

ATTEST: **CITY OF GEORGETOWN**

_____ _____

Robyn Densmore, City Secretary Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

"EXHIBIT A"

Sec. 13.04.180. - Rates and charges—Solid waste disposal—Schedule.

	Inside City (Tier I)	MUD Contract Tier II	MUD No Contract Tier III	ETJ Tier IV
Residential (per month)*	$26.02	$38.50	$35.90	$35.90
Extra Cart - Trash or Recycle	$10.46	$10.46	$10.46	$10.46
Additional Trash Service- sticker	$5.62	$5.62	$5.62	$5.62
Additional Yard Trimming - sticker	$5.62	$5.62	**	**
Additional Bulky Waste Collection - $ each	$34.46	$34.46	**	**
Oversized Bulky Waste Collection - per CY	$34.46	$34.46	**	**
1st Cart exchange in contract	No Charge	No Charge	No Charge	No Charge
2nd and subsequent cart exchange fee	$41.83	$41.83	$41.83	$41.83

** Not included in base service. Rates negotiated between Contractor and Out-of-City Customer.

Commercial Landfill Trash – Carts

# Containers	**Pickups Per Week**				
	1	**2**	**3**	**4**	**5**
1	$45.38	$90.76	$136.14	$181.53	$226.91

Multiple carts will be additional orders of a single cart.

Commercial Recycling – Carts

Every-other-week pickup: $19.22 per month

# Containers	**Pickups Per Week**				
	1	**2**	**3**	**4**	**5**
1	$38.07	$76.14	$114.21	$152.28	$190.35

Multiple carts will be additional orders of a single cart.

Commercial Landfill Trash - Dumpsters

Container	Pickups Per Week						
	1	2	3	4	5	6	7
2CY	$131.38	$261.26	$379.80	$522.31	$653.90	$783.43	$929.12
3CY	$150.31	$298.35	$447.29	$595.90	$742.80	$891.41	$1,054.25
4CY	$170.72	$339.54	$506.99	$674.24	$843.12	$1,010.59	$1,190.67
6CY	$209.86	$417.88	$622.91	$829.44	$1,035.97	$1,242.43	$1,469.72
8CY	$247.44	$491.54	$735.71	$978.26	$1,222.29	$1,466.53	$1,740.92
10CY	$286.37	$568.32	$851.64	$1,133.38	$1,415.13	$1,698.44	$2,015.33

Commercial Recycling – Dumpsters

Container	Pickups Per Week						
	1	2	3	4	5	6	7
2CY	$127.61	$253.03	$419.93	$505.80	$632.90	$758.69	$900.28
3CY	$141.73	$281.47	$421.99	$560.60	$700.62	$840.72	$995.21
4CY	$160.51	$319.18	$475.87	$633.47	$792.28	$949.40	$1,119.27
6CY	$196.25	$388.95	$581.86	$774.50	$967.49	$1,160.18	$1,373.79
8CY	$230.20	$457.02	$684.03	$909.34	$1,136.21	$1,363.16	$1,620.23
10CY	$265.86	$536.20	$789.39	$1,050.43	$1,311.41	$1,573.95	$1,870.16

*City Receives 10% discount rate for City services

Commercial - Additional Services

Locking device - installation	$121.50	one-time charge
Locking device	$29.07	per month
Casters - for non-residential customers	$42.95	per month

Unscheduled Extra Pickups

2 CY	$65.71	each
3 CY	$82.12	each
4 CY	$89.70	each
6 CY	$97.29	each
8 CY	$106.13	each
10 CY	$139.00	each

Sec. 13.04.180. - Rates and charges—Solid waste disposal—Schedule.

	Inside City (Tier I)	MUD Contract Tier II	MUD No Contract Tier III	ETJ Tier IV
Residential (per month)*	$26.024.78	$38.506.67	$35.904.19	$35.904.19
Extra Cart - Trash or Recycle	$10.4606	$10.4606	$10.4606	$10.4606
Additional Trash Service- sticker	$5.6240	$5.6240	$5.6240	$5.6240
Additional Yard Trimming - sticker	$5.6240	$5.6240	**	**
Additional Bulky Waste Collection - $ each	$34.463.13	$34.463.13	**	**
Oversized Bulky Waste Collection - per CY	$34.463.13	$34.463.13	**	**
1st Cart exchange in contract	No Charge	No Charge	No Charge	No Charge
2nd and subsequent cart exchange fee	$41.830.22	$41.830.22	$41.830.22	$41.830.22

** Not included in base service. Rates negotiated between Contractor and Out-of-City Customer.

Commercial Landfill Trash – Carts

# Containers	Pickups Per Week				
	1	2	3	4	5
1	$45.382.02	$90.7684.04	$136.1426.06	$181.5368.08	$226.9110.10

Multiple carts will be additional orders of a single cart.

Commercial Recycling – Carts

Every-other-week pickup: $19.227.79 per month

# Containers	Pickups Per Week				
	1	2	3	4	5
1	$38.075.25	$76.140.50	$114.2105.75	$152.2841.00	$190.3576.25

Multiple carts will be additional orders of a single cart.

Commercial Landfill Trash - Dumpsters

Container	Pickups Per Week						
	1	2	3	4	5	6	7
2CY	$131.382 1.64	$261.26 41.91	$379.80 51.67	$522.3148 3.62	$653.9005 .46	$783.4325 .39	$929.1286 0.30
3CY	$150.313 9.17	$298.35 76.25	$447.29 14.16	$595.9051 .76	$742.8068 7.78	$891.4125 .38	$1,054.259 76.16
4CY	$170.725 8.07	$339.54 14.39	$506.99 469.44	$674.24 24.29	$843.1278 0.67	$1,010.59 935.73	$1,190.670 2.47
6CY	$209.861 94.32	$417.88 386.93	$622.91 576.77	$829.4476 8.00	$1,035.97 959.23	$1,242.43 150.40	$1,469.723 60.86
8CY	$247.442 9.11	$491.54 55.13	$735.71 681.21	$978.2605 .78	$1,222.29 131.75	$1,466.53 357.90	$1,740.926 11.96
10CY	$286.376 5.15	$568.32 26.22	$851.64 788.55	$1,133.38 049.43	$1,415.13 310.31	$1,698.44 572.63	$2,015.331 ,866.04

Commercial Recycling – Dumpsters

Container	Pickups Per Week						
	1	2	3	4	5	6	7
2CY	$127.61 18.16	$253.03 34.29	$419.93 388.82	$505.804 68.33	$632.905 86.02	$758.6902 .49	$900.28833. 59
3CY	$141.733 1.24	$281.47 60.62	$421.99 390.73	$560.601 9.07	$700.626 48.72	$840.7277 8.45	$995.2121.4 9
4CY	$160.51 48.62	$319.18 295.54	$475.87 40.62	$633.475 86.55	$792.283 3.60	$949.4087 9.08	$1,119.2703 6.36
6CY	$196.25 81.72	$388.95 60.13	$581.86 38.76	$774.501 7.13	$967.498 95.82	$1,160.18 074.24	$1,373.7927 2.03
8CY	$230.20 13.15	$457.02 23.16	$684.03 33.36	$909.348 41.98	$1,136.21 052.04	$1,363.16 262.18	$1,620.2350 0.22
10CY	$265.86 46.17	$536.20 496.48	$789.39 30.91	$1,050.43 972.62	$1,311.41 214.27	$1,573.95 457.36	$1,870.1673 1.63

*City Receives 10% discount rate for City services

Commercial - Additional Services

Locking device - installation	$121.5016.83	one-time charge
Locking device	$29.077.95	per month
Casters - for non-residential customers	$42.951.30	per month

Unscheduled Extra Pickups

2 CY	$65.713~~.18~~	each
3 CY	$82.1278~~.96~~	each
4 CY	$89.706~~.25~~	each
6 CY	$97.293~~.55~~	each
8 CY	$106.132~~.05~~	each
10 CY	$139.003~~.65~~	each

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Public Hearing - Heirloom Public Improvement District (PID)

SUGGESTED ACTION:
Public Hearing on Proposed Assessments to be Levied against property in the Heirloom Public Improvement District -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
The purpose of the public hearing is to hear and pass on any objections to the assessments proposed to be levied against assessable property located in the Heirloom Public Improvement District, which is located on approximately 622 acres of land. Please see the attached public notice, which was posted in the September 30, 2026 edition of The Sun, for the 1) General Nature of Improvements 2) Estimated Costs of Improvements 3) Proposed Estimated Assessments 4) Boundaries of the District. Council is not being asked to take action on this item.

FINANCIAL IMPACT:
None

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
PH Heirloom PID Assessment Levy (10-13-2026 CC).pdf

Heirloom PID

Public Hearing on Levy of Proposed Assessments

Nick Woolery, Assistant City Manager
October 13, 2026

GEORGETOWN TEXAS

Background

- March 2025 - 1st Council Workshop
- August 2025 - Annexation, Zoning, PID Development Agreement approved, Public Hearing and PID Creation Resolution
- July 2026 - Council Workshop approved usage of up front construction bond funds for all of their Major Improvement Area (MIA) except for the water quality ponds
- September 8, 2026 - Consideration of 1st Amended and Restated Developer Agreement; and Resolution determining the cost of the Major Improvement Area and the proposed assessment roll for Heirloom PID

Timeline

- **September 8, 2026**
  - Consider Resolution Approving First Amendment to Development and Construction Agreement
  - Consider Resolution Approving PSAP, Preliminary Assessment Rolls and calling a public hearing on levying assessments
- **September 22, 2026**
  - First Reading of Assessment Ordinance
  - Consider Resolution Authorizing Publication of PLOM
  - Consider Resolution Approving PID Construction, Financing and Reimbursement Agreement
- **October 13, 2026***we are here**
  - Public Hearing on Levying Assessments
  - Second Reading of Assessment Ordinance
  - Council to adopt Service and Assessment Plan (SAP) and agreements by Ordinance

Purpose

- The purpose of this public hearing is to hear and pass on any objections to the assessments proposed to be levied against assessable property located in the "Heirloom Public Improvement District" (the "PID") pursuant to Chapter 372 of the Texas Local Government Code. Any written and oral objections must be considered at this hearing.

- This is a public hearing. Any action will be taken in the next item, which is the 2nd reading of the Assessment Ordinance.

Second Reading of an Ordinance

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR, AND APPORTIONING THE COSTS OF, CERTAIN IMPROVEMENTS TO PROPERTY IN AND FOR THE HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA; FIXING A CHARGE AND LIEN AGAINST ALL PROPERTIES WITHIN THE MAJOR IMPROVEMENT AREA OF THE DISTRICT, AND THE OWNERS THEREOF; PROVIDING FOR THE MANNER AND METHOD OF COLLECTION OF SUCH ASSESSMENTS; PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; MAKING A FINDING OF SPECIAL BENEFIT TO PROPERTY IN THE DISTRICT AND THE REAL AND TRUE OWNERS THEREOF; APPROVING A SERVICE AND ASSESSMENT PLAN;PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Second Reading - Levying Special Assessments for Heirloom PID

SUGGESTED ACTION:
Second Reading of an Ordinance levying special assessments for, and apportioning the costs of, certain improvements to Property in and for the Heirloom Public Improvement District Major Improvement Area; fixing a charge and lien against all properties within the Major Improvement Area of the District, and the Owners thereof; providing for the manner and method of collection of such assessments; providing for penalties and interest on delinquent assessments; making a finding of special benefit to Property in the District and the real and true owners thereof; and approving a Service and Assessment Plan -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
On August 26, 2026, in accordance with the requirements of the Texas Local Government Code Chapter 372 (the “PID Act”) and after notice and hearing, the City Council passed and approved Resolution No. 082625-6.P (the “PID Creation Resolution”) authorizing the creation of the Heirloom Public Improvement District (the “PID”), covering approximately 622 acres.

The District is expected to be developed in phases beginning with an area designated as the "Major Improvement Area" within the District, which consists of approximately 622 acres located within the District (the "Major Improvement Area").

After notice was provided as required by the PID Act, the City Council on October 13, 2026, held a public hearing to consider the levy of the proposed Major Improvement Area Assessments on property within the Major Improvement Area of the District, the allocation of the Actual Costs of the authorized improvements to be undertaken for the benefit of all property to be assessed within the Major Improvement Area of the District, the purposes of the Major Improvement Area Assessments, the special benefits of the Major Improvement Area Authorized Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Major Improvement Area Assessments.

The City Council finds and determines that the Heirloom Public Improvement District Service and Assessment Plan, which includes the Major Improvement Area Assessment Roll, in a form substantially similar to the attached Exhibit A, which final form shall be approved by the City Manager (the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Major Improvement Area Assessments should be levied as provided in this Ordinance, the Service and Assessment Plan, and the Major Improvement Area Assessment Roll.

In connection with the levy of the Major Improvement Area Assessments, the owners (the "Landowners") of the privately-owned and taxable property located within the Major Improvement Area will execute a landowner certificate, wherein the Landowners, among other things, approve

and accept this Ordinance and the Service and Assessment Plan, including the Major Improvement Area Assessment Roll, consents to and accepts the levy of the Major Improvement Area Assessments against their property located within the District and agree to pay the Major Improvement Area Assessments.

FINANCIAL IMPACT:
None to the City.

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
Assessment_Ordinance_Heirloom_PID with Exhibits.pdf

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS LEVYING SPECIAL ASSESSMENTS FOR, AND APPORTIONING THE COSTS OF, CERTAIN IMPROVEMENTS TO PROPERTY IN AND FOR THE HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA; FIXING A CHARGE AND LIEN AGAINST ALL PROPERTIES WITHIN THE MAJOR IMPROVEMENT AREA OF THE DISTRICT, AND THE OWNERS THEREOF; PROVIDING FOR THE MANNER AND METHOD OF COLLECTION OF SUCH ASSESSMENTS; PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; MAKING A FINDING OF SPECIAL BENEFIT TO PROPERTY IN THE DISTRICT AND THE REAL AND TRUE OWNERS THEREOF; APPROVING A SERVICE AND ASSESSMENT PLAN; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Subchapter A of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended (the "PID Act") allows for the creation of public improvement districts; and

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Georgetown, Texas (the "City") on July 30, 2025 (the "Petition") pursuant to the PID Act, requesting the creation of a public improvement district to be located within the corporate limits of the City to be known as Heirloom Public Improvement District (the "District" or "PID") to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the PID Act that are necessary for development of the District, which public improvements will include, but not be limited to, streets, roadway construction, water, wastewater, and drainage facilities and improvements, parkland improvements and other improvement projects; and

WHEREAS, the Petition contained the signatures of the record owners of taxable real property representing more than 50% of the appraised value of the real property liable for assessments within the District, as determined by the then current ad valorem tax rolls of the Williamson Central Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than 50% of the area of all taxable property that is liable for assessment within the District; and

WHEREAS, on August 26, 2025 after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects described in the Petition as required by Section 372.009 of the PID Act and on August 26, 2025 the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 082625-6.P (the "Creation Resolution"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, following the adoption of the Creation Resolution, the City filed a copy of the Creation Resolution with the County Clerk of Williamson County, Texas; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the recording of the Creation Resolution; and

WHEREAS, the District is expected to be developed in phases beginning with an area designated as the "Major Improvement Area" within the District, which consists of approximately 622 acres located within the District (the "Major Improvement Area"); and

WHEREAS, pursuant to the PID Act, the proposed *"Major Improvement Area Assessment Roll"* and Service and Assessment Plan (as defined herein) were filed with the City Secretary; and

WHEREAS, pursuant to Section 372.016(b) of the PID Act, the statutory notice of a public hearing to be held by the City Council on October 13, 2026 was published on [September 30], 2026, in *The Williamson County Sun*, a newspaper of general circulation in the City, advising that the City Council would consider the levy of the proposed assessments (the "Major Improvement Area Assessments") on real property within the Major Improvement Area of the District; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Major Improvement Area Assessment Roll and the Service and Assessment Plan and the levy of the Major Improvement Area Assessments on property within the Major Improvement Area of the District to the addresses of record at the Williamson Central Appraisal District, such addresses being the last known addresses of the owners of the property liable for the Major Improvement Area Assessments; and

WHEREAS, after notice was provided as required by the PID Act, the City Council on October 13, 2026, held a public hearing to consider the levy of the proposed Major Improvement Area Assessments on property within the Major Improvement Area of the District, at which any and all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Major Improvement Area Assessment Roll, and the proposed Major Improvement Area Assessments, and to offer testimony pertinent to any issue presented on the amount of the Major Improvement Area Assessments, the allocation of the Actual Costs (as defined in the attached Service and Assessment Plan) of the authorized improvements to be undertaken for the benefit of all property to be assessed within the Major Improvement Area of the District (the "Major Improvement Area Improvements"), the purposes of the Major Improvement Area Assessments, the special benefits of the Major Improvement Area Authorized Improvements (as defined in the Service and Assessment Plan), and the penalties and interest on annual installments and on delinquent annual installments of the Major Improvement Area Assessments; and

WHEREAS, the City Council finds and determines that the Heirloom Public Improvement District Service and Assessment Plan, which includes the Major Improvement Area Assessment Roll, in a form substantially similar to the attached **Exhibit A**, which final form shall be approved by the City Manager (the "Service and Assessment Plan"), and which is incorporated herein for all

purposes, should be approved and that the Major Improvement Area Assessments should be levied as provided in this Ordinance, the Service and Assessment Plan, and the Major Improvement Area Assessment Roll; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the Actual Costs of the Major Improvement Area Authorized Improvements as described in the Service and Assessment Plan, the Major Improvement Area Assessment Roll, or the levy of the Major Improvement Area Assessments; and

WHEREAS, in connection with the levy of the Major Improvement Area Assessments, concurrently herewith, the owners (the "Landowners") of the privately-owned and taxable property located within the Major Improvement Area will execute a landowner certificate, wherein the Landowners, among other things, approve and accept this Ordinance and the Service and Assessment Plan, including the Major Improvement Area Assessment Roll, consents to and accepts the levy of the Major Improvement Area Assessments against their property located within the District and agree to pay the Major Improvement Area Assessments; and

WHEREAS, the City Council closed the public hearing on October 13, 2026, and, after considering all oral, written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

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

Section 1. All matters stated in the preamble of this Ordinance are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. The action of the City Council holding and closing the public hearing in these proceedings is hereby ratified and confirmed.

Section 3. The Service and Assessment Plan attached to this Ordinance as **Exhibit A** has been presented to and reviewed by the City Council and the City Council hereby approves said Service and Assessment Plan and adopts the attached Service and Assessment Plan as the service plan and assessment plan for the Major Improvement Area within the District. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Service and Assessment Plan.

Section 4. The Major Improvement Area Authorized Improvements described in the preamble of this Ordinance and in the Service and Assessment Plan include the Major Improvement Area Improvements, Bond Issuance Costs, and First Year Annual Collection Costs

(each as defined in the Service and Assessment Plan) (collectively, the "Major Improvement Area Authorized Improvements"). The Major Improvement Area Authorized Improvements benefit and serve all of the property within the Major Improvement Area of the District and are set forth in Section III of the Service and Assessment Plan.

Section 5. The City Council hereby finds and determines upon the evidence presented in reference to the property located within the Major Improvement Area of the District that: (i) the enhancement and value to accrue to the Major Improvement Area of the District and the real and true owner or owners thereof by virtue of construction of the Major Improvement Area Authorized Improvements will be equal to or in excess of the amount of the cost of the proposed Major Improvement Area Authorized Improvements; (ii) that the apportionment of the costs of the Major Improvement Area Authorized Improvements and the Major Improvement Area Assessments here and below made are just and equitable and produce substantial equality, considering the benefits received and the burdens imposed thereby, and result in imposing equal shares of the cost of the Major Improvement Area Authorized Improvements on property similarly benefitted, and are in accordance with the laws of the State of Texas; (iii) the property assessed is specially benefitted by means of the said Major Improvement Area Authorized Improvements in the District in relation to the costs of such improvements; (iv) all procedures that have taken place heretofore with reference to the Major Improvement Area Authorized Improvements and the Major Improvement Area Assessments are in all respects regular, proper, and valid; and (v) all prerequisites to the fixing of the assessment liens against the properties within the Major Improvement Area of the District, and the personal liability of the real and true owner or owners thereof, whether correctly named herein or not, have been in all things regularly and duly performed in compliance with the PID Act and the proceedings of the City Council. The cost of said Major Improvement Area Authorized Improvements is hereby assessed and levied as a special assessment against such properties and the real and true owner or owners thereof in the amounts as described in Exhibit F of the Service and Assessment Plan attached hereto.

Section 6. There shall be and is hereby levied and assessed against the property within the Major Improvement Area of the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money as listed in Exhibit F of the Service and Assessment Plan attached hereto and made a part hereof shown for each of the respective parcels of property, and the assessed against the same, and the owners thereof.

Section 7. The sums assessed against property located within the Major Improvement Area of the District and the real and true owners or owner thereof, whether the owner or owners be named or correctly named, or the properties be correctly described therein or not, together with interest thereon at the rate per annum when required as set forth in the Service and Assessment Plan and with reasonable attorney's fees and all costs and expenses of collection, if incurred, are hereby declared to be and made a first and prior lien upon the respective parcels of property against which same are assessed from and after this date, and a personal liability and charge against the real and true owner or owners thereof, whether or not such owner or owners be correctly named herein, paramount and superior to all other liens, claims or titles except for lawful claims for state, county, school district, or municipality ad valorem taxes; and that the sum so assessed shall be payable to the City or its assigns in accordance with the Major Improvement Area Assessment Roll attached as Exhibit F to the Service and Assessment Plan.

Section 8. (a) The levy of the Major Improvement Area Assessments shall be effective on the date of adoption of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(b) The apportionment of the costs of the Major Improvement Area Authorized Improvements to be assessed against the property within the Major Improvement Area of the District, shall be as set forth in the Service and Assessment Plan.

(c) Major Improvement Area Assessments and Annual Installments shall be collected, administered and may be reallocated, and the costs of improvements paid, as set forth in: (i) this Ordinance; (ii) the Service and Assessment Plan and (iii) any ordinance, resolution, bond indenture or agreement approved by the City Council.

(d) Each Major Improvement Area Assessment may be paid in a lump sum or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Major Improvement Area Assessment shall accrue and bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be due and payable and shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) Major Improvement Area Assessments and the interest thereon shall be deposited as and when received by the City into a separate fund to be used to pay the costs incurred for the Major Improvement Area Authorized Improvements, including debt service on obligations issued to pay the costs of the Major Improvement Area Authorized Improvements, and the establishment of each such fund is hereby approved.

(h) The Annual Installments shall be reduced to equal the actual costs of repaying the related series of bonds and actual Annual Collection Costs (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

Section 9. This Ordinance incorporates by reference all provisions and requirements of the PID Act.

Section 10. If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 11. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall take effect immediately from and after its adoption and it

is accordingly so ordained in accordance with the provisions of the City Charter of the City of Georgetown.

Section 12. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and/or the Major Improvement Area Assessment Roll, to be filed with the Williamson County Clerk and posted on the City's website, not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update (or as otherwise required by the PID Act).

Section 13. (a) P3Works, LLC is hereby appointed and designated as the initial Administrator of the Service and Assessment Plan and of Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Annual Collection Cost.

(b) The Williamson County Tax Assessor-Collector is hereby appointed and designated as the collector of the Major Improvement Area Assessments (the "Collector"). The Collector shall serve in such capacity unless and until replaced by subsequent action of the City Council.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED on First Reading on the 22nd day of September, 2026**.**

PASSED, APPROVED, AND ADOPTED on Second Reading on the 13th day of October, 2026**.**

ATTEST:

_____
Robyn Densmore, City Secretary

THE CITY OF GEORGETOWN:

_____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

HEIRLOOM PUBLIC IMPROVEMENT DISTRICT
SERVICE AND ASSESSMENT PLAN

Heirloom Public Improvement District

PRELIMINARY SERVICE AND ASSESSMENT PLAN

SEPTEMBER 8, 2026

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INTRODUCTION

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section" or an "Exhibit" shall be a reference to a Section of this Service and Assessment Plan or an Exhibit attached to and made a part of this Service and Assessment Plan for all purposes.

On August 26, 2025 the City Council took the following actions:

- The City Council passed and approved Ordinance No. 2025-45 which (i) annexed into the corporate boundaries of the City approximately 620 acres of land (the "Property") which is more particularly described by metes and bounds on **Exhibit A** and by sketch on **Exhibit B**, and (ii) approved a Planned Unit Development zoning classification and plan for the Property (the "ANX-PUD Ordinance"). The ANX-PUD Ordinance was recorded in the Official Public Records of Williamson County, Texas on_____.
- The City Council passed and approved Resolution No. 082625-5.P. authorizing the creation of the District over the Property, in accordance with the PID Act which authorization was effective upon publication as required by the PID Act. The resolution was recorded in the Official Public Records of Williamson County, Texas on September 3, 2025 as Document No. 2025069384. The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of the property within the District.
- The City Council passed and approved Resolution No. 082625-6.M, approving the Development and Construction Agreement and the resolution was recorded in the Official Public Records of Williamson County as Document No. 2026023941 on March 3, 2026.

On March 19, 2026, a Preliminary Plat for the District was approved by the City (City Project NO. 2025-10-PP-20260318).

On _____,2026, the City adopted Resolution No. _____ approving the First Amendment to Development and Construction Agreement (Heirloom).

On _____,2026, the City adopted Ordinance No._____ approving this Service and Assessment Plan and the Major Improvement Area Assessment Roll for the Heirloom Public Improvement District.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Major Improvement Area Assessment Roll is contained in **Exhibit F**.

SECTION I: DEFINITIONS

"Actual Costs" mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Developer of the District: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities, including a 4% construction management fee. Actual Costs shall not include general contractor's fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

"Additional Interest" means the amount collected by application of the Additional Interest Rate if PID Bonds are issued.

"Additional Interest Rate" means the 0.50% additional interest rate charged on an Assessment as authorized by Section 372.018 of the PID Act.

"Administrator" means the City or the person or independent firm designated by the City who shall have the responsibility provided in this Service and Assessment Plan, the Indenture, or any other agreement or document approved by the City Council related to the duties and responsibility of the administration of the District.

"Annual Collection Costs" means the actual or budgeted costs and expenses relating to collecting the Annual Installments, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) paying, and redeeming PID Bonds, if issued; (6) investing or depositing Assessments and Annual Installments; (7) complying with this Service and Assessment Plan and the PID Act with respect to the administration of the District, including continuing disclosure requirements; and (8) the paying agent/registrar and

Trustee in connection with PID Bonds, if issued, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"Annual Installment" means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that may include: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, as applicable.

"Annual Service Plan Update" means an update to this Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council, in accordance with the PID Act.

"**ANX-PUD Ordinance"** means Ordinance No. 2025-45 passed and approved by the City on August 26, 2025.

"Assessed Property" means any Parcel within the District that benefits from the Authorized Improvements and on which an Assessment is levied as shown on the Assessment Roll and which includes any and all Parcels within the District other than Non-Benefited Property.

"Assessment" means an assessment levied against a Parcel and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Assessment Ordinance" means the ordinance adopted by the City Council in accordance with the PID Act that approves the Service and Assessment Plan and levies the Assessment on all or a portion of the Assessed Property within the District, as shown on any Assessment Roll.

"Assessment Plan" means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, as more specifically described in **Section V.**

"Assessment Roll" means any Assessment Roll approved by an Assessment Ordinance that levies Assessments on property within the District, including the Major Improvement Area Assessment Roll, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds, if issued, or in connection with any Annual Service Plan Update.

"Authorized Improvements" means Public Improvements authorized by Section 372.003 of the PID Act, including District Formation Expenses, First Year Annual Collections Costs (as described

in **Section III (E)** herein), and Bond Issuance Costs, if PID Bonds are issued, as more specifically described in **Section III.**

"Bond Issuance Costs" mean the costs associated with issuing PID Bonds, if issued, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds, if bonds are issued.

"City" means the City of Georgetown, Texas.

"City Council" means the governing body of the City.

"County" means Williamson County, Texas.

"Creation Resolution" means Resolution No. 082625-5.P, approved by the City Council on, which authorized the creation of the District.

"Delinquent Collection Costs" mean, for an Assessed Property, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this SAP, including costs and expenses to foreclose liens.

"Developer" means Heirloom East TX, LLC. and HeirloomTX, LLC., collectively, and any successor developer of property within the District, or any portion thereof.

"Development and Construction Agreement" means that certain Development and Construction Agreement (Heirloom) between the City, the Georgetown Independent School District, and the Developer approved by the City Council via Resolution No. 082625-6.M and effective as of_____, as amended by the First Amendment to Development and Construction Agreement (Heirloom) approved by the City Council via Resolution No._____ and effective as of _____, 2026.

"District" means the Heirloom Public Improvement District containing approximately 622.525 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A** and as depicted by the map on **Exhibit B**.

"District Formation Expenses" means costs incurred creating the District, including attorney fees, consultant fees, and other fees and expenses related to the formation of the District and the levy of Assessments.

"Estimated Buildout Value" means the estimated buildout value of an Assessed Property at the time Assessments are levied, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

"Financing Agreement" means that certain "PID Construction, Financing and Reimbursement Agreement Heirloom Public Improvement District between the City, Georgetown Independent School District, Heirloom East TX, LLC and HEIRLOOM TX, LLC dated to be effective _____.

"Future Improvement Areas" means a distinct portion of the Major Improvement Area described by metes and bounds and developed as an individual improvement area which such area(s) to be described, designated, and subject to separate Assessments levied in the future to fund Future Improvement Area Improvements.

"Future Improvement Area Improvements" mean those Authorized Improvements which will confer a special benefit solely on the related Future Improvement Area.

"Indenture" means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and the Trustee setting forth terms and conditions related to the PID Bonds, if issued.

"Landowner Certificate" means any Landowner Certificate executed by the respective Owner consenting to the levy of the Assessments dated ____, ____, as may be further amended.

"Lot" means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a "lot" in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat as shown on a concept plan or preliminary plat.

"Lot Type" means a classification of final building Lots with similar characteristics (e.g. lot size, home product, buildout value, etc.), as determined by the Administrator and confirmed and approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as calculated by the Administrator and confirmed and approved by the City Council.

"Major Improvement Area" means approximately 622.525 acres located within the District, as shown on **Exhibit B** and more specifically described in **Exhibit A**.

"Major Improvement Area Annual Installment" means the annual installment payment of the Major Improvement Area Special Assessment as calculated by the Administrator and approved by the City Council that may include: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest, if PID Bonds are issued.

"Major Improvement Area Assessed Property" means any Parcel within the Major Improvement Area against which a Major Improvement Area Special Assessment is levied.

"Major Improvement Area Assessment Roll" means the assessment roll for the Major Improvement Area Assessed Property within the District and included in this Service and Assessment Plan as **Exhibit F,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

"Major Improvement Area Authorized Improvements" means, collectively, the Major Improvement Area Improvements, the First Year Annual Collection Costs allocable to the Major Improvement Area, and the Bond Issuance Costs related to the Major Improvement Area Bonds.

"Major Improvement Area Bonds" means those certain "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)", that are payable as provided in the Indenture relating to such bonds.

"Major Improvement Area Improvements" mean Authorized Improvements which only benefit Major Improvement Area Assessed Property as described in **Section III** and as shown on **Exhibit I**.

"Major Improvement Area Special Assessment" means an Assessment levied against Assessed Property within the Major Improvement Area and imposed pursuant to an Assessment Ordinance, as shown on the Major Improvement Area Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Maximum Assessment" means for each Lot Type within the District, at the time a new Lot is created by plat an Assessment equal to the amount calculated pursuant to **Section VI.A**. Maximum Assessment for future Improvement Areas will be determined in future Annual Service Plan updates.

"Non-Assessed Property" means approximately 121.86 acres of land located within the District against which a portion of the costs of the Major Improvement Area Improvements are

apportioned based on special conferred benefit which costs will be paid by the Developer without reimbursement from the City.

"Non-Benefited Property" means Parcels within the boundaries of the District that accrue no special benefit from Authorized Improvements as determined by the City Council.

"Owners" mean Heirloom East TX, LLC., Heirloom1 Communities Tx, LLC., HeirloomTX, LLC., and Georgetown Independent School District, and any successor owner of property within the District, or any portion thereof.

"Parcel(s)" means a property within the boundaries of the District, identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means as determined by the City Council.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"PID Bonds" mean any bonds issued in accordance with the PID Act, if applicable, that are secured by Assessments.

"Preliminary Plat" means that certain Preliminary Plat for a portion of the Property (361.85 acres) and the entire length of the Primary Collector approved by the City on March 19, 2026 (City Project No. 2025-10-PP-20260318).

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of Assessment are not to be considered a Prepayment, but rather are to be treated as a payment of the regularly scheduled Assessment.

"Prepayment Costs" mean interest, including Additional Interest (if applicable), and Annual Collection Costs incurred up to the date of Prepayment.

"Property" means the approximately 622.525 acres of land which is more particularly described by metes and bounds on **Exhibit A** and by sketch on **Exhibit B.**

"Service and Assessment Plan" or **"SAP"** means this Service and Assessment Plan as it may be modified, amended, supplemented, and updated from time to time.

"Service Plan" covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

"Taken Property" shall have the meaning assigned to such term in **Section VI.F**.

"Taking" shall have the meaning assigned to such term in **Section VI.F**.

"Trigger Date" means, for each Parcel, the earlier of: (1) the date a final plat is filed and recorded in the real property records of the County which creates the Parcel, or (2) the date PID Bonds, if issued, secured by Assessments levied on the Parcel are issued. If the Trigger Date occurs on or before July 31st of the then current year, then Assessments will be due the January 31st of the following year. If the Trigger Date occurs after July 31st of the then current year, then the Assessments will be due on the second January 31st following the Trigger Date. Collection of the Annual Installments will in no case occur later than the two-year anniversary date of the levy of Assessments on the Parcel.

"Trustee" means the trustee (or successor trustee) under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 622.525 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A** and as depicted by the map on **Exhibit B**. Development of the District is governed by the ANX-PUD Ordinance and the Development and Construction Agreement. The District is to be developed as a mixed-use project. In general, the maximum number of residential units is 3,600 (unless an area reserved for school purposes is not developed as such, in which case the maximum number of residential units can increase by not more than 375 additional residential units). A variety of residential housing types and sizes are allowed, with maximum units by scale and maximum and minimum unit counts set forth in the ANX-PUD Ordinance. The ANX-PUD Ordinance requires 200,000 square feet of land to be used for commercial purposes to support the residential uses in the District and allows a variety of multifamily uses. Also included are associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to property within the District.

The Major Improvement Area includes approximately 622.525 acres as more particularly described on **Exhibit A** and depicted on **Exhibit B.** Development of the Major Improvement Area is anticipated to contain 1,333 single-family homes, 100 Townhome units, 116 Courtyard units, 100 Build-to-Rent units, 1,250 Multi-Family units, and 255,000 square feet of commercial space.

It is anticipated there will be additional Future Improvement Areas within the District. As the Future Improvements Areas are developed and in connection with the issuance of any PID Bonds, or the levy of Assessments in Future Improvement Areas pursuant to the Financing Agreement, this Service and Assessment Plan will be amended to update the Exhibits.

SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Developer and its engineer and review by the City staff and by third-party consultants retained by the City, determined that the Authorized Improvements confer a special benefit on the Assessed Property. Major Improvement Area Improvements will be designed and constructed in accordance with City standards and will be owned and operated by the City once accepted unless specifically stated below. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit C**.

A. Major Improvement Area Improvements

- Streets

  With Phase 1, primary access to the District will be provided via the Heirloom Pkwy. extension, which will continue on the west side of Williams Drive opposite of the

existing section of Parmer Ranch Blvd. built with the Parmer Ranch Development. The Heirloom Pkwy. collector will then continue across the site, intersect with CR 248, and turn south before tying into the planned expanded section of Ronald Reagan Blvd. The subsequent residential phases of the development will branch off Heirloom Pkwy. for access. The collector will utilize a 96' ROW with a 4-lane divided 50' pavement section and 10' sidewalks on either side. Road section design is described in the Planned Unit Development Zoning Ordinance 2025-45-PUD. Proposed streets have been designed to urban standards consisting of concrete curb and gutter and will be designed with a flexible pavement section consisting of prepared subgrade, crushed limestone base, and hot mix asphaltic concrete (HMAC) pavement surface. The pavement recommendations can be found in the Heirloom tract Geotechnical Investigation reports prepared by MLA Geotechnical dated November 2025. The proposed street network meets City of Georgetown horizontal and vertical geometric design criteria. Ten-foot sidewalks with ADA ramps will be constructed along the collector on both sides of the street and will be constructed following standard specifications and details. Signage, valley gutters, excavation, embankment, clear and grub, and testing are also included within these improvements. See Heirloom Tract Phase 1 Construction plans prepared by Gray Civil for additional design information and street cross sections.

- Water

  The District will be served water by the City of Georgetown. An existing 24" line is located on the east side of CR 248, an existing 30" line is located on the south side of Ronald Reagan Blvd, and an existing 12" line is located on the west side of RM 2338. As part of the subdivision improvements, an 12" waterline is proposed to be constructed down the Parmer Ranch Blvd ROW and connected to the existing 30" waterline. The northern portion of the site will be served by a proposed 12" line to be connected to the existing 12" line. Water will be provided to the individual lots by proposed 8-inch and 12-inch water lines located within the public ROW. Utility line sizing is preliminary in nature and will ultimately depend on recommendation from GUS and their water model.

- Wastewater

  The portion of the District that generally slopes from northeast to southwest will gravity flow via a proposed 12" trunk line into an existing manhole offsite to the southwest corner of the site and to the existing Nolina lift station. A lift station will be constructed at the northeast corner for the remainder of the site and wastewater flows will be pumped back to an existing manhole connection to a 12" gravity wastewater line along RM 2338 via a force main. Phase 1 will include the construction of the 12" main trunk line through the site, while 8" local lines will be added with future phases.

Internal wastewater utilities will be typically located within the proposed right-of-way's standard assignments as established by the City of Georgetown. Internal water mains will be located outside of the pavement within the right-of-way per GUS standard assignment. The internal lines will be constructed in accordance with the GUS water and wastewater system design criteria and specifications. Improvements include trench excavation and embedment, trench safety, piping, valves, hydrants, manholes, service connections, testing, related earthwork, erosion controls and all necessary appurtenances.

- Drainage

  Stormwater runoff generated within the development will be conveyed by a system of curb and gutters, inlets, storm drains, channels, and ponds before being released into a tributary of either the North Fork San Gabriel River to the south or Berry Creek to the east, and onto neighboring properties. The drainage study performed for the preliminary plat utilizes the NRCS method to determine peak flow runoff for the 2-, 10-, 25-, and 100-year storms. The site is entirely within the Edwards Aquifer Contributing Zone and will therefore be required to provide water quality treatment and submit a related Contributing Zone Plan to TCEQ for all construction plan submittals.

  Most of the District generally slopes in a southerly direction and is bisected by a small tributary of the North Fork San Gabriel River, conveying offsite flows through the site. This tributary constitutes roughly 22.5 acres of existing calculated non-FEMA floodplain on the site and will necessitate two main culvert/bridge crossings. The portion of the District that flows to the northeast includes the 1 acre of FEMA zone A floodplain and constitutes a tributary to Berry Creek. Water Quality best management practices will be used to meet both the TCEQ's 80% TSS removal requirements along with the City of Georgetown's 85% removal requirement. Detention will be provided to reduce developed flows to pre-developed conditions for the 2, 10, 25, and 100-yr storm events.

  Drainage improvements include trench excavation and embankment, trench safety, piping, manholes, junction boxes, inlets, headwalls, channels, and associated outflow structures, testing, related earthwork, and erosion controls.

- Parkland

  The improvements to the parkland include the construction of a 10' wide paved hike and bike trail built to ADA standards along with associated benches and lighting. There will also be a network of bench cut, natural surface trails woven throughout the parkland/floodplain area.

- Soft Costs

Costs related to designing, constructing, installing, and financing the PID Improvements, including land planning and design, City fees, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, inspection fees, district formation costs, landscaping and other PID costs incurred and paid by the developer.

C. District Formation Expenses

Costs incurred creating the District, including attorney fees, consultant fees, and other fees and expenses related to formation of the District and the levy of Assessments.

D. Bond Issuance Costs

- *Debt Service Reserve Requirement*
  Equals the amount required to fund a reserve under the Indenture in connection with the issuance of PID Bonds, if issued. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- *Capitalized Interest*
  Equals the amount of capitalized interest available for payment of interest on PID Bonds, if issued, as reflected in the Indenture. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- *Underwriter's Discount*
  Equals a percentage of the par amount of a particular series of PID Bonds, if issued, and includes a fee for underwriter's counsel. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- *Cost of Issuance*
  Costs associated with issuing PID Bonds, if issued, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

E. First Year Annual Collection Costs

Estimated cost of the 1st year Annual Collection Costs.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the projected costs and annual indebtedness for the Authorized

Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. **Exhibit D** summarizes the Service Plan for the District.

Exhibit E summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit E** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

SECTION V: ASSESSMENT PLAN

The PID Act requires the City to apportion the Actual Costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this Service and Assessment Plan describes the special benefit received by each Assessed Property within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied on the Assessed Property for such Authorized Improvements.

The determination by the City of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owners and all future owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the costs of the Authorized Improvements shall be allocated as follows:

- The Major Improvement Area Improvements are allocated entirely to the Major Improvement Area Assessed Property.
- Bond Issuance Costs and First Year Annual Collection Costs shall be allocated entirely to the Assessed Property securing the applicable series of PID Bonds.

When, and if, a Future Improvement Area is developed and the issuance of additional PID Bonds are contemplated, this Service and Assessment Plan will be amended to determine the assessment methodology necessary to apply equal shares of Actual Costs of Future Improvement Area Improvements on Assessed Property similarly benefited within that Future Improvement Area.

B. Assessments

Major Improvement Area Assessments will be levied on the Major Improvement Area Assessed Property as shown on the Major Improvement Area Assessment Roll, attached hereto as **Exhibit F**. The projected Major Improvement Area Annual Installments are shown on **Exhibit G**, subject to revisions made during any Annual Service Plan Update**.**

When, and if, a Future Improvement Area is developed and the levy of Assessments on a Future Improvement Area is contemplated, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installment associated with the costs of Future Improvement Area Improvements on each Lot located within the Future Improvement Area. The Assessment shall not exceed the benefit received by the Assessed Property. Prior to the Trigger Date for the collection of Annual Installments for a given Future Improvement Area Parcel, the Annual Collection Costs shall be billed and collected in the same manner as Annual Installments in the amounts set forth in each Annual Service Plan Update. Following the Trigger Date for the collection of Annual Installments, the Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- The cost of Major Improvement Area Authorized Improvements equals $20,950,323 as shown on **Exhibit C**; and
- The Major Improvement Area Assessed Property receives special benefit from Major Improvement Area Authorized Improvements equal to or greater than the Actual Costs of the Major Improvement Area Authorized Improvements; and
- Major Improvement Area Assessed Property will be allocated 100% of the Major Improvement Area Assessments levied on the Major Improvement Area Assessed Property for Major Improvement Area Authorized Improvements, which equal $20,895,000, as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit F;** and

- The special benefit (≥$20,950,323) received by the Major Improvement Area Assessed Property from the Major Improvement Area Authorized Improvements is greater than or equal to the amount of the Major Improvement Area Assessments ($20,895,000) levied on the Major Improvement Area Assessed Property for the Major Improvement Area Authorized Improvements; and
- At the time the City Council approved the Assessment Ordinance, the Owners owned 100% of Major Improvement Area. In a Landowner Certificate, each Owner acknowledged that the Major Improvement Area Authorized Improvements confer a special benefit on Major Improvement Area Assessed Property and consented to the imposition of the Major Improvement Area Assessments to pay for the Actual Costs associated therewith. The Owners ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Major Improvement Area Assessments on the Major Improvement Area Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. Prior to the Trigger Date for the collection of Annual Installments for a given Parcel, the Annual Collection Costs shall be billed and collected in the same manner as Annual Installments in the amounts set forth in each Annual Service Plan Update. Following the Trigger Date for the collection of Annual Installments, the Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments securing PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. If applicable, Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$A = B \times (C \div D)$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property
B = the Assessment for the Assessed Property prior to division
C = the Estimated Buildout Value of the newly divided Assessed Property
D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$A = [B \times (C \div D)]/E$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot
B = the Assessment for the Parcel prior to subdivision
C = the sum of the Estimated Buildout Value of all newly subdivided Lots with the same Lot Type
D = the sum of the Estimated Buildout Value for all the newly subdivided Lots excluding Non-Benefited Property
E= the number of Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

The Assessment for any resulting Lot will not exceed the Maximum Assessment for the applicable Lot Type, and compliance may require a mandatory prepayment of Assessments pursuant to **Section VI.B**.

B. True-up of Assessments if Maximum Assessment Exceeded

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment, then (i) the Assessment applicable to each Lot Type exceeding the Maximum Assessment shall be reduced to the Maximum Assessment, and (ii) the person or entity filing the plat shall pay to the City the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, prior to the City approving the final plat. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay the amounts referenced in (ii) in the immediately preceding sentence.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessments, the owner transferring the Assessed Property shall pay to the City or the Administrator on behalf of the City the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, for such Assessed Property, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the change in status.

D. Reduction of Assessments

If as a result of cost savings or Authorized Improvements not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued, the City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs, or (ii) in the event PID Bonds are issued, the Trustee shall apply amounts on deposit in the applicable account of the project fund, relating to the PID Bonds, that are not expected to be used for purposes of the project fund to redeem outstanding PID Bonds, in accordance with the applicable Indenture. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of any Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. If PID Bonds are issued, interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is pre-paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached as **Exhibit K**.

If an Assessment is pre-paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the Prepayment made.

F. Prepayment as a result of Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed

Property in lieu of or as a part of an eminent domain proceeding (a "**Taking**"), the portion of the Assessed Property that was taken or transferred (the "**Taken Property**") shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property,) (the "**Remaining Property**"), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remaining Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a $100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall be subject to the $100 Assessment, (provided that this $100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the $100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by $10, then the owner shall be required to pay $10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be $90.

Notwithstanding the previous paragraphs in this subsection (F), if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value

requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection (F), the Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds, if issued.

G. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. In no case will the Assessment for any Lot Type exceed the Maximum Assessment. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Assessed Properties for which the Assessments remain unpaid in proportion to the amount of the Annual Installments for the Assessed Property. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act. For billing purposes only, until a plat has been recorded within the District, the Annual Installment will be billed to each property ID within the District based on the Williamson Central Appraisal District acreage.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds, if issued, in accordance with the PID Act, if such bonds are issued. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute “PID Bonds.”

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and

shall be delinquent if not paid prior to February 1 of the following year. Failure of an owner of Assessed Property to receive an invoice for an Annual Installment on the property tax bill or otherwise shall not relieve the owner of Assessed Property of the obligation to pay the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

SECTION VII: ASSESSMENT ROLL

The Major Improvement Area Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Assessment Roll and Annual Installments for each Parcel within the Assessed Property as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of an Assessed Property claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the sole and exclusive remedy of the owner of Assessed Property shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and within 30 days after adjourning such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, or the applicable Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect

Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after providing an opportunity for all interested parties to be heard at a public meeting of the City Council. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Severability

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

E. Form of Buyer Disclosure

Per Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Exhibit L**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance approving this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in its entirety.

LIST OF EXHIBITS

Exhibit A District/ Major Improvement Area Legal Description

Exhibit B District/ Major Improvement Area Boundary Map

Exhibit C Authorized Improvements

Exhibit D Service Plan – Five Year Plan

Exhibit E Service Plan – Sources and Uses

Exhibit F Major Improvement Area Assessment Roll

Exhibit G Major Improvement Area Annual Installments

Exhibit H District Estimated Buildout Value

Exhibit I Map of Authorized Improvements

Exhibit J Lot Type Classification Map

Exhibit K Notice of PID Assessment Termination

Exhibit L Buyer Disclosures

LIST OF APPENDICIES

Appendix A Engineer's Report

EXHIBIT A – DISTRICT/MAJOR IMPROVEMENT AREA LEGAL DESCRIPTION

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

361.943 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 361.943 ACRES (APPROXIMATELY 15,766,246 SQ. FT.) IN THE CHARLES H. DELANEY SURVEY NO.11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 362.01 ACRE TRACT CONVEYED TO GVM III, LLC IN A SPECIAL WARRANTY DEED DATED JANUARY 30, 2019 AND RECORDED IN DOCUMENT NO. 2019009671 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 361.943 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of Ronald Reagan Boulevard (right-of-way width varies) as described in Document No. 2006073735 of the Official Public Records of Williamson County, Texas, being the southernmost southeast corner of the said 362.01 acre tract, being also the southwest corner of Lot 5, Block F, Wade Crossing Phase 1, a subdivision recorded in Cabinet T, Slide 61 of the Plat Records of Williamson County, Texas;

THENCE with the north right-of-way line of Ronald Reagan Boulevard and the south line of the said 362.01 acre tract, the following thirteen (13) courses and distances:

1. South 64°21'56" West, a distance of 61.85 feet to a 1/2" rebar with "RPLS 5784" cap found;
2. With a curve to the left, having a radius of 8650.00 feet, a delta angle of 04°26'04", an arc length of 669.48 feet, and a chord which bears South 62°20'34" West, a distance of 669.31 feet to a 1/2" rebar with "PBSJ" cap found;
3. North 30°06'18" West, a distance of 9.99 feet to a 1/2" rebar with "PBSJ" cap found;
4. With a curve to the left, having a radius of 8670.00 feet, a delta angle of 01°28'05", an arc length of 222.14 feet, and a chord which bears South 59°23'20" West, a distance of 222.14 feet to a 1/2" rebar with "RPLS 5784" cap found;
5. South 58°39'00" West, a distance of 254.37 feet to a 1/2" rebar with "PBSJ" cap found;

6. North 31°40'32" West, a distance of 9.94 feet to a 1/2" rebar with "PBSJ" cap found;
7. South 58°39'01" West, a distance of 1518.07 feet to a 1/2" rebar with "PBSJ" cap found;
8. South 31°34'30" East, a distance of 20.03 feet to a 1/2" rebar with "PBSJ" cap found;
9. South 58°39'20" West, a distance of 1706.47 feet to a 1/2" rebar with "PBSJ" cap found;
10. North 32°01'03" West, a distance of 9.97 feet to a 1/2" rebar with "PBSJ" cap found;
11. South 58°40'41" West, a distance of 382.01 feet to a 1/2" rebar with "PBSJ" cap found;
12. South 31°19'19" East, a distance of 10.14 feet a cotton spindle "Early Boundary" washer set;
13. South 58°40'41" West, a distance of 42.16 feet to a 1/2" rebar with "PBSJ" cap found for the southwest corner of said 362.01 acre tract, being the southeast corner of a 523.521 acre tract described in Document No. 2022010857 of the Official Public Records of Williamson County, Texas;

THENCE with the west line of said 362.01 acre tract and the east line of said 523.521 acre tract, the following six (6) courses and distances:

1. North 20°51'09" West, a distance of 1031.61 feet to a 1/2" rebar found in the west side of a live oak tree;
2. North 27°20'27" West, a distance of 238.87 feet to a 1/2" rebar with illegible cap found;
3. North 20°43'00" West, a distance of 451.23 feet to a 1/2" rebar with illegible cap found;
4. North 20°44'15" West, a distance of 766.10 feet to a 1/2" rebar with illegible cap found;
5. North 64°38'15" East, a distance of 15.94 feet to 1/2" rebar found;
6. North 21°03'54" West, a distance of 2128.29 feet to a 1/2" rebar with "RPLS 5784" cap found for the northwest corner of said 362.01 acre tract;

THENCE North 68°43'41" East, with the north line of the 362.01 acre tract and the south line of the 523.521 acre tract, passing a 1/2" rebar with "Bury" cap found at a distance of 729.11 feet and continuing for a total distance of 3065.64 feet to a 1/2" rebar found in the southwest right-of-way line of County Road 248, being the northeast corner of the said 362.01 acre tract, being the easternmost corner of the said 523.521 acre tract;

THENCE with the west right-of-way line of County Road 248 and the east line of the said 362.01 acre tract, the following five (5) courses and distances:

1. South 64°44'40" East, a distance of 923.60 feet to a 1/2" rebar found;
2. South 40°32'58" East, a distance of 91.06 feet to a 1/2" rebar found;
3. South 15°30'30" East, a distance of 728.47 feet to a 6" x 6" square metal fence post;
4. South 38°36'41" East, a distance of 440.03 feet to a 1/2" rebar found;
5. South 60°43'49" East, a distance of 359.07 feet to a 1/2" rebar in concrete found for a southeast corner of the said 362.01 acre tract, being an angle point in the north line of Lot 36, Block F, of said Wade Crossing Phase 1, from which a 1/2" rebar found for angle point in the south right-of-way line of County Road 248, being the northeast corner of Lot 36, bears North 14°44'57" East, a distance of 21.45 feet;

THENCE with the common line of the said 362.01 acre tract, said Wade Crossing Phase 1 and Wade Crossing Phase II, a subdivision recorded in Cabinet V, Slide 227 of the Plat Records of Williamson County, Texas, the following ten (10) courses and distances:

1. South 68°42'08" West, a distance of 700.14 feet to a 1/2" rebar with "Diamond" cap found for the northwest corner of said Lot 36, Block F, of said Wade Crossing Phase 1;
2. South 21°17'04" East, a distance of 160.18 feet to a 1/2" rebar found for the southwest corner of said Lot 36, being the northwest corner of Lot 32, Block F, of said Wade Crossing Phase II;
3. South 21°02'35" East, a distance of 157.37 feet to a 1/2" rebar with illegible cap found for the northwest corner of Lot 31, Block F, of said Wade Crossing Phase II;
4. South 21°13'20" East, a distance of 231.14 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 31, being the northwest corner of Lot 30, Block F, of said of said Wade Crossing Phase II;

5. South 21°10'18" East, a distance of 244.21 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 30, being the northwest corner of Lot 29, Block F, of said Wade Crossing Phase II;

6. South 21°13'23" East, a distance of 296.63 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 29;

7. South 21°15'05" East, a distance of 130.36 feet to a mag nail in concrete found for the southwest corner of Lot 28, Block F, of said Wade Crossing Phase II, from which a 1/2" rebar found, bears North 13°10'21" East, a distance of 0.72 feet;

8. North 69°15'03" East, a distance of 249.83 feet to a 1/2" rebar with illegible cap found for the southeast corner of said Lot 28, being the southwest corner of Lot 27, Block F, of said Wade Crossing Phase II;

9. North 69°12'00" East, a distance of 1231.49 feet to a 1/2" rebar found for the southeast corner of Lot 9, Block F, of said Wade Crossing Phase II;

10. South 17°40'36" East, a distance of 407.67 feet to the **POINT OF BEGINNING**, containing an area of 361.943 acres, more or less.

Surveyed on the ground on March 30, 2023

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE

3/31/23

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016



EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

112.041 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 112.041 ACRES (APPROXIMATELY 4,880,523 SQ. FT.) IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 112.041 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the south line of said 113.5 acre tract, same being the south line of said Lot 5, being also in the north line of a 50 acre tract described in Volume 353, Page 94 of the Deed Records of Williamson County, Texas;

THENCE South 69°10'58" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said 50 acre tract, a distance of 374.52 feet to a 1/2" rebar with "Steger Bizzell" cap found for the northernmost northeast corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas;

THENCE South 69°08'50" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, a distance of 1407.11 feet to a 1/2" rebar found;

THENCE South 69°20'01" West, continuing with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, passing

at a distance of 1659.17 feet a 1/2" rebar with "Steger Bizzell" cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of said Lot 1, also being the northeast corner of a 1.43 acre right-of-way dedication shown on said G.I.S.D. West Side subdivision, passing at an additional distance of 23.47 feet a 1/2" rebar with "Steger Bizzell" cap found for the northwest corner of said 1.43 acre right-of-way dedication and continuing, in all, a total distance of 1730.44 feet to a calculated point in the center of the existing pavement of County Road 248;

THENCE with the centerline of the existing pavement of County Road 248, as approximated by the following courses and distances:

1. North 65°57'11" West, a distance of 456.27 feet to a calculated point;
2. North 67°52'24" West, a distance of 1147.05 feet to a calculated point;
3. North 60°21'36" West, a distance of 78.43 feet to a calculated point for the northwest corner of said 113.5 acre tract, being in the north line of said Lot 5;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, a distance of 45.32 feet to a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, also being the southwest corner of Block B of said West Ridge Subdivision Section One;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, and the south line of said Block B, West Ridge Subdivision Section One, and Block B, West Ridge Subdivision Section Two, a subdivision of record in Cabinet Q, Slide 82, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Three, a subdivision of record in Cabinet Q, Slide 84, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Four, a subdivision of record in Cabinet Q, Slide 311, of the Plat Records of Williamson County, Texas, a distance of 4632.80 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, being the southwest corner of a 20' right-of-way dedication shown on said West Ridge Subdivision Section Four;

THENCE North 68°39'29" East, with the right-of-way line of Ranch Road 2338 and the north line of said 113.5 acre tract, same being the north line of said Lot 5, passing at a distance of 18.99 feet to 1/2" rebar found, and continuing, in all, a total distance of 20.00 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, from which:

- a concrete highway monument found for a point of tangency in the west right-of way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 1814.24 feet,

- a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 63.67 feet, and North 67°45'34" East, a distance of 80.00 feet;

THENCE crossing said 113.5 acre tract with the west right-of-way line of Ranch Road 2338, the following courses and distances:

1. South 22°14'26" East, a distance of 962.43 feet to a calculated point for a point of curvature, from which a disturbed concrete highway monument found, bears South 67°45'34" West, a distance of 1.30 feet;

2. With a curve to the right, having a radius of 11419.16 feet, a delta angle of 01°14'47", an arc length of 248.41 feet, and a chord which bears South 21°33'43" East, a distance of 248.40 feet to the **POINT OF BEGINNING**, containing an area of 112.271 acres, for a net acreage of 112.041 acres of land, more or less, *of which approximately 1.375 acres lies between the fence and the center of the existing pavement of County Road 248.*

SAVE AND EXCEPT TRACT

A DESCRIPTION OF 10,000 SQ. FT. IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10,000 SQ. FT. MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, being the southwest corner of Lot 4, Block B of the said West Ridge Subdivision Section One, being also in the north line of the said 113.5 acre tract;

THENCE South 67°22'36" East, crossing the said 113.5 acre tract, a distance of 1307.76 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found for **THE POINT OF BEGINNING**, being the apparent west corner of the said 10,000 sq. ft. tract;

- a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 63.67 feet, and North 67°45'34" East, a distance of 80.00 feet;

THENCE crossing said 113.5 acre tract with the west right-of-way line of Ranch Road 2338, the following courses and distances:

1. South 22°14'26" East, a distance of 962.43 feet to a calculated point for a point of curvature, from which a disturbed concrete highway monument found, bears South 67°45'34" West, a distance of 1.30 feet;

2. With a curve to the right, having a radius of 11419.16 feet, a delta angle of 01°14'47", an arc length of 248.41 feet, and a chord which bears South 21°33'43" East, a distance of 248.40 feet to the **POINT OF BEGINNING**, containing an area of 112.271 acres, for a net acreage of 112.041 acres of land, more or less, *of which approximately 1.375 acres lies between the fence and the center of the existing pavement of County Road 248.*

SAVE AND EXCEPT TRACT

A DESCRIPTION OF 10,000 SQ. FT. IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10,000 SQ. FT. MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, being the southwest corner of Lot 4, Block B of the said West Ridge Subdivision Section One, being also in the north line of the said 113.5 acre tract;

THENCE South 67°22'36" East, crossing the said 113.5 acre tract, a distance of 1307.76 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found for **THE POINT OF BEGINNING**, being the apparent west corner of the said 10,000 sq. ft. tract;

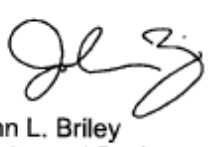
THENCE continuing across the said 113.5 acre tract with the apparent perimeter of the said 10,000 sq. ft. tract, the following courses and distances:

1. North 22°37'24" East, a distance of 100.00 feet to a calculated point;
2. South 67°22'36" East, a distance of 100.00 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found;
3. South 22°37'24" West, a distance of 100.00 feet to a calculated point, from which a 1/2" rebar with "Steger Bizzell" cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, being the northeast corner of a 1.43 acre right-of-way dedication shown on the said G.I.S.D. West Side subdivision, also being in the south line of the said 113.5 acre tract bears, South 68°38'13" East, a distance of 292.54 feet;
4. North 67°22'36" West, a distance of 100.00 feet the **POINT OF BEGINNING**, containing 10,000 sq. ft., more or less.

Surveyed on the ground on December 30, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE-125 AC



01/02/2025
Date

John L. Briley
Registered Professional Land Surveyor
State of Texas No. 7070



GISD Property
[See next 8 pages]

BEING 98.38 acres of land, situated in the Charles H. Delaney Survey, Abstract No. 181, in Williamson County, Texas, said land being a portion of that certain tract of land, called 132.42 acres, as conveyed to Willrae Partners I, Ltd. by deed recorded as Document No. 2004067447 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of December, 2005, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the west line of Farm to Market Highway No. 2338, marking the most easterly Northeast corner of the above-referenced Willrae Partners I, Ltd. tract, being the occupied Southeast corner of that certain tract of land, called 50 acres, as conveyed to Emzie Lee Fisher and wife, Elzora Fisher, by deed as recorded in Volume 353, Page 94, of the Deed Records of Williamson County, Texas, for the most easterly Northeast corner hereof;

THENCE, along the said west line of F.M. Highway No. 2338, being an easterly line of the said Willrae Partners I, Ltd. tract, S 20° 59' 45" E, 140.01 feet to an iron pin set for the most northerly Southeast corner hereof;

THENCE, S 69° 36' 15" W, 565.00 feet to an iron pin set for an interior corner hereof;

THENCE, S 24° 18' 15" W, 260.32 feet to an iron pin set for an interior corner hereof;

THENCE, S 20° 59' 45" E, 815.00 feet to an iron pin set; and S 25° 10' 15" E, 944.38 feet to an iron pin set on the north line of County Road No. 248, being the south line of the said Willrae Partners I, Ltd. tract, for the most southerly Southeast corner hereof;

THENCE, along the north and east line of County Road No. 248, being the south and west line of the said Willrae Partners I, Ltd. tract, as follows; N 86° 19' 30" W, 26.23 feet to an iron pin found; N 82° 15' 30" W, 120.16 feet to an iron pin found; N 69° 37' 30" W, 134.82 feet, to an iron pin found; N 65° 08' W, 230.89 feet to an iron pin found; N 68° 34' W, 207.37 feet to an iron pin found at a 10" Hackberry; N 72° 09' 30" W, 270.16 feet to an iron pin found at an 8" Hackberry; N 82° 40' 45" W, 414.51 feet to an iron pin found; N 87° 18' 30" W, 789.19 feet to an iron pin found at a 4" Live Oak; N 77° 36' W, 53.97 feet to an iron pin found; N 63° 23' 15" W, 279.77 feet to an iron pin found; N 51° 54' 15" W, 77.46 feet to an iron pin found; N 38° 08' 30" W, 259.64 feet to an iron pin found at an 8" Live Oak; N 31° 52' 15" W, 64.78 feet to an iron pin found; N 19° 53' W, 223.39 feet to an iron pin found; N 12° 48' 45" W, 198.09 feet to an iron pin found at an 8" Live Oak; N 15° 03' 15" W, 314.92 feet to an iron pin found; N 33° 51' 15" W, 73.71 feet to an iron pin found; N 44° 52' W, 48.30 feet to an iron pin found; N 57° 54' 30" W, 66.91 feet to an iron pin found; N 64° 39' W, 447.55 feet to an iron pin found and N 65° 09' W, 371.07 feet to an iron pin found for the Northwest corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of that certain tract of land, called 113.50 acres, as conveyed to Emzie Lee Fisher by deed as recorded in Volume 756, Page 287, of the Deed Records of Williamson County, Texas, for the Northwest corner hereof;

Page 1 of 8

THENCE, along the south line of the said 113.50 acre Fisher tract, N 69° 20' E, 1,682.59 feet to an iron pin found marking the most northerly Northeast corner of the said Willrae Partners I, Ltd. tract, for the most northerly Northeast corner hereof;

THENCE, with a fence, along an easterly line of the said Willrae Partners I, Ltd. tract, being the west line of the said 50 acre Fisher tract, as follows; S 14° 54' 15" E, 295.09 feet to a 40d nail found; S 14° 07' 45" E, 185.57 feet to a 40d nail found at a railroad tie post; S 18° 39' 15" E, 80.97 feet to a 40d nail found; S 20° 00' 45" E, 64.09 feet to a 40d nail found; S 21° 35' 45" E, 106.19 feet to a 40d nail found at a 32" Live Oak; S 20° 29' E, 280.39 feet to a 40d nail found and S 20° 59' 45" E, 141.06 feet to an iron pin found marking an interior corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of the said 50 acre Fisher tract, for an interior corner hereof;

THENCE, N 69° 36' 15" E, 1,841.06 feet to the Place of BEGINNING and containing 98.38 acres of land.

DESCRIPTION OF 1.63 ACRES OF LAND

DESCRIPTION OF A 1.63 ACRE TRACT OF LAND LOCATED IN THE CHARLES H. DULANEY SURVEY NO. 2, ABSTRACT NO. 181, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 34.124 ACRE TRACT OF LAND CONVEYED TO TROOP DURGIN WRIGHT PROPERTIES, LP, BY WARRANTY DEED OF RECORD IN DOCUMENT NUMBER 2016000533, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPR), SAID 1.63 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND IN JANUARY, 2023, UNDER THE DIRECT SUPERVISION OF PATRICK J. STEVENS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron set with cap stamped "STEGER BIZZELL" set in the east boundary line of said 34.124 acre tract, and in the west right of way of Ranch Road 2338, a right of way of variable width of record in Volume 416, Page 60, of the deed records of Williamson County, Texas (DR), for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with cap stamped "PBS&J" found in the west line of said Ranch Road 2338 for an easterly corner of said 34.124 acre tract lies South 20°59'34" East, a distance of 158.26 feet;

THENCE, over and across said 34.124 acre tract, North 66°02'25" West, a distance of 35.33 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL", and South 69°58'39" West, a distance of 724.89 feet to a cotton spindle set with washer stamped "STEGER BIZZELL" in the east boundary line of that certain called 98.38 acre tract of land conveyed to Georgetown Independent School District by Warranty Deed of record in Document Number 2006075903, OPR, for the southwest corner of the herein described tract, from which a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 98.38 acre tract for a westerly corner of said 34.124 acre tract lies South 20°59'38" East, a distance of 149.72 feet;

THENCE, North 20°59'38" West, a distance of 94.01 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 98.38 acre tract and in the west line of said 34.124 acre tract for the northwest corner of the herein described tract;

THENCE, over and across said 34.124 acre tract, North 69°58'39" East, a distance of 724.90 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL", and North 24°05'34" East, a distance of 35.30 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 34.124 acre tract, and in the west line of said Ranch Road 2338, for the northeast corner of the herein described tract;

THENCE, with the east line of said 34.124 acre tract, same being the west line of said Ranch Road 2338, South 20°59'34" East, a distance of 143.90 feet to the **POINT OF BEGINNING,** and containing 1.63 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are grid values represented in U.S. Survey Feet.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a sketch of the subject tract.

I certify that this description was prepared from an on the ground survey made in January, 2023, by me or under my supervision.

Steger & Bizzell Engineering Inc.

2-3-23



Patrick J. Stevens, RPLS
Texas Reg. No. 5784
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700

P:\22000-22999\22923 GISD Troop 1_74ac\Survey Data\Descriptions\22923-GISD TROOP ROW-GRID.docx

DESCRIPTION OF

DESCRIPTION OF A 38.53 ACRE TRACT OF LAND LOCATED IN THE C.H. DILANEY SURVEY, ABSTRACT 181, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN 50 ACRE TRACT OF LAND CONVEYED TO EMZIE LEE FISHER, ET UX, BY WARRANTY DEED OF RECORD IN VOLUME 354, PAGE 94, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 38.53 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found on the west right-of-way line of RM 2338, also known as Williams Drive, an 80.00 foot wide roadway, as dedicated in Volume 416, Page 60, said Deed Records, at its intersection with the south line of said 50 acre tract of land, for the eastern most northeast corner of that certain 98.38 acre tract of land conveyed to the Georgetown Independent School District by Warranty Deed of record in Document No. 2006075903, of the Official Public Records of Williamson County, Texas, from which point a 1/2 inch iron rod with cap stamped "5784" found on said west right-of-way line of RM 2338, for the eastern most southeast corner of said 98.38 ac tract of land, same point being the northeast corner of that certain 34.124 acre tract of land conveyed to Troop Durgin Wright Properties, LP, by Special Warranty Deed of record in Document No. 2016000533, said Official Public Records bears South 21°01'00" East, with said right-of-way, a distance of 139.94 feet;

THENCE, South 69°36'44" West, with said south line of the 50 acre tract, same line being a north line of said 98.38 acre tract, a distance of 374.52 feet to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, South 69°36'44" West, continuing with the common line of the 50 acre tract and the 98.38 acre tract, a distance of 1466.64 feet, to a 1/2 inch iron rod found for the southwest corner of said 50 acre tract, same point being an interior corner of said 98.38 acre tract of land, and for the southwest corner of the herein described tract;

THENCE, with the west line of said 50 acre tract, same line being an east line of said 98.38 acre tract, the following seven (7) courses and distances:

1. North 20°59'16" West, a distance of 141.06 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
2. North 20°29'49" West, a distance of 280.19 feet to a 40d nail in a fence post found;
3. North 21°33'45" West, a distance of 106.02 feet, to a 40d nail in a fence post found;
4. North 20°04'23" West, a distance of 64.17 feet, to a 40d nail in a fence post found;

5. North 18°37'34" West, a distance of 80.98 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
6. North 14°06'04" West, a distance of 185.59 feet, to a 40d nail in a fence post found;
7. North 14°53'55" West, a distance of 295.09 feet, to a 1/2 inch iron rod found on the south line of that certain 113.5 acre tract of land conveyed to Emzie Lee Fisher by deed of record in Volume 756, Page 287, said Deed Records, for the northwest corner of said 50 acre tract, same point being the northern most northeast corner of said 98.38 acre tract of land, and for the northwest corner of the herein described tract;

THENCE, North 69°09'19" East, with the north line of said 50 acre tract, same line being said south line of the 113.5 acre tract of land, a distance of 1407.10 feet, to a /2 inch iron rod with cap stamped "STEGER BIZZELL" set for the northeast corner of the herein described tract, from which point a Texas Department of Transportation concrete monument with brass disc (TxDOT Type II) found on said west right-of-way line of RM 2338, bears North 69°09'19" East, a distance of 374.50 feet;

THENCE, South 20°59'55" East, severing said 50 acre tract, a distance of 1161.85 feet, to the **POINT OF BEGINNING**, and containing 38.53 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00015.

The forgoing metes and bounds description and survey on which it is based is accompanied by and a part of survey map of the subject tract.

I certify that this description was prepared from a survey made on the ground in/on June and July 2017, under my supervision.

Steger & Bizzell Engineering Inc.

07/06/17

Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

P:\22000-22999\22534 GISD_Fisher\Survey Data\Descriptions\22534-m&b-GISD Fisher Tract.docx

1978 S. Austin Ave
Georgetown, TX 78626

Page 6 of 8

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

10.001 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 10.001 ACRES (APPROXIMATELY 435,639 SQ. FT.) IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 50 ACRE TRACT CONVEYED TO EMZIE AND ELZORA FISHER IN A WARRANTY DEED DATED NOVEMBER 5, 1948 AND RECORDED IN VOLUME 353, PAGE 94 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.001 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the north line of said 50 acre tract, also being in the south line of a 113.5 acre tract described in Volume 756, Page 287 of the Deed Records of Williamson County, Texas, same being the south line of Lot 5 of M.C. Hamilton's Subdivision, a subdivision of record in Volume 27, Page 137 of the Deed Records of Williamson County, Texas, from which a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 69°31'35" East, a distance of 80.00 feet;

THENCE South 20°59'36" East, with the west right-of-way line of Ranch Road 2338, crossing said 50 acre tract, a distance of 1164.60 feet to a 1/2" rebar with "Early Boundary" cap set for an angle point in the west right-of-way line of Ranch Road 2338, being in the south line of said 50 acre tract, being the northeast corner of a 3,848 sq. ft. right-of-way dedication shown on the G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar with "Steger Bizzell" cap found for the southeast corner of said 3,848 sq. ft. right-of-way dedication, bears South 20°59'36" East, a distance of 139.94 feet;

THENCE South 69°37'24" West, with the right-of-way line of Ranch Road 2338, same being the north line of said 3,848 sq. ft. right-of-way dedication, also being the south line of said 50 acre tract, a distance of 27.50 feet to a 1/2" rebar with "Early Boundary" cap set for the easternmost northeast corner of Lot 1, Block A of said G.I.S.D. West Side, being the northwest corner of said 3,848 sq. ft. right-of-way dedication;

THENCE South 69°37'24" West, with the south line of said 50 acre tract and a north line of said Lot 1, a distance of 347.07 feet to a 1/2" rebar with "Steger Bizzell" cap found for an interior corner of said Lot 1;

THENCE North 20°59'31" West, crossing said 50 acre tract with an east line of said Lot 1, a distance of 1161.72 feet to a 1/2" rebar with "Steger Bizzell" cap found in the north line of said 50 acre tract, being the northernmost northeast corner of said Lot 1, being also in the south line of said 113.5 acre tract, same being the south line of said Lot 5;

THENCE North 69°10'58" East, with the north line of said 50 acre tract, and the south line of said 113.5 acre tract, same being the south line of said Lot 5, a distance of 374.52 feet to the **POINT OF BEGINNING**, containing an area of 10.001 acres, more or less.

Surveyed on the ground on August 28, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-125AC

08-30-24

John L. Briley Date
Registered Professional Land Surveyor
State of Texas No. 7070



EXHIBIT B – DISTRICT/MAJOR IMPROVEMENT AREA BOUNDARY MAP

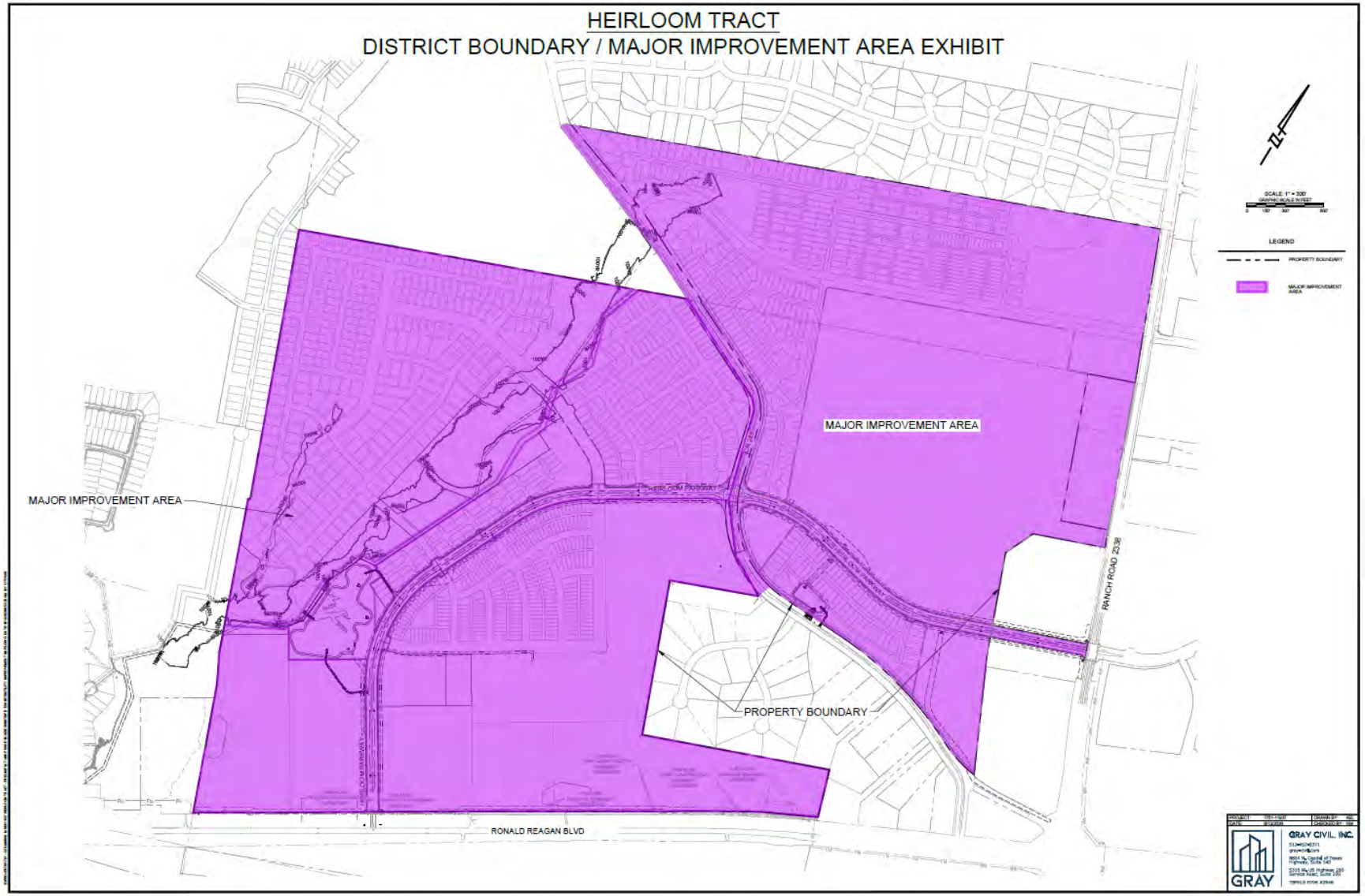


EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs[a]	Non-Assessed Property %	Non-Assessed Property Cost	Major Improvement Area %	Major Improvement Area Cost
Major Improvement Area Improvements [b]					
Streets	$ 5,740,904	9.00%	$ 516,681.32	91.00%	$ 5,224,222
Water	$ 1,168,742	9.00%	105,187	91.00%	1,063,555
Wastewater	$ 1,385,791	9.00%	124,721	91.00%	1,261,070
Drainage	$ 2,060,233	9.00%	185,421	91.00%	1,874,812
Parkland	$ 2,000,000	9.00%	180,000	91.00%	1,820,000
Soft Costs[c]	$ 1,795,227	9.00%	134,570	91.00%	1,660,656
Contingency	1,698,108	9.00%	149,590	91.00%	1,548,518
	$ 15,849,004		$ 1,396,170		$ 14,452,834
Bond Issuance Costs [e]					
Debt Service Reserve Fund	$ 1,869,193		$ -		$ 1,869,193
Capitalized Interest	2,707,208		-		2,707,208
Underwriter Discount[f]	626,850		-		626,850
Cost of Issuance	1,254,238		-		1,254,238
	$ 6,457,489		$ -		$ 6,457,489
Other Costs [e]					
Deposit to Administrative Fund	$ 40,000		$ -		$ 40,000
	$ 40,000		$ -		$ 40,000
Total	**$ 22,346,493**		**$ 1,396,170**		**$ 20,950,323**

Footnotes:

[a] Per Engineer's Report dated August 2026.

[b] The Major Improvements are allocated between Non-Assessed ISD Site and the Major Improvement Area based on the total LUEs.

[c] Soft costs include engineering, staking, surveying, project management and District Formation Costs.

[d] Not reimburseable to the Developer through Assessments or the issuance of PID Bonds.

[e] Preliminary estimates only and subject to change upon the issuance of PID Bonds.

[f] Includes the fee of counsel to the Underwriter.

EXHIBIT D – SERVICE PLAN – FIVE YEAR PLAN

Major Improvement Area						
Annual Installment Due		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Principal		$ -	$ -	$ 386,000.00	$ 413,000.00	$ 443,000.00
Interest		1,296,796.00	1,410,413.00	1,410,412.50	1,384,357.50	1,356,480.00
Capitalized Interest	(1)	(1,296,796.00)	(1,410,413.00)	-	-	-
		$ -	$ -	$ 1,796,412.50	$ 1,797,357.50	$ 1,799,480.00
Additional Interest	(2)	$ -	$ -	$ 104,475.00	$ 102,545.00	$ 100,480.00
Annual Collection Costs	(3)	$ 40,800.00	$ 41,616.00	$ 42,448.32	$ 43,297.29	$ 44,163.23
Total Annual Installment Due	**(4) = (1) + (2) + (3)**	**$ 40,800.00**	**$ 41,616.00**	**$ 1,943,335.82**	**$ 1,943,199.79**	**$ 1,944,123.23**

EXHIBIT E – SERVICE PLAN – SOURCES AND USES

	Major Improvement Area	Non-Assessed Property	Total
Sources of Funds			
Major Improvement Area Bonds	$ 20,895,000	$ -	$ 20,895,000
Developer Contribution[a]	55,323	1,396,170	1,451,493
Total Sources of Funds	**$ 20,950,323**	**$ 1,396,170**	**$ 22,346,493**
Uses of Funds			
Major Improvements	$ 14,452,834	$ 1,396,170	$ 15,849,004
	$ 14,452,834	$ 1,396,170	$ 15,849,004
Bond Issuance Costs [b]			
Debt Service Reserve Fund	$ 1,869,193	$ -	$ 1,869,193
Capitalized Interest	2,707,208	-	2,707,208
Underwriter Discount[c]	626,850	-	626,850
Cost of Issuance	1,254,238	-	1,254,238
	$ 6,457,489	$ -	$ 6,457,489
Other Costs [b]			
Deposit to Administrative Fund	$ 40,000	$ -	$ 40,000
	$ 40,000	$ -	$ 40,000
Total Uses of Funds	**$ 20,950,323**	**$ 1,396,170**	**$ 22,346,493**

Footnotes:

[a] Not reimbursable to the Developer through Assessments or the issuance of PID Bonds.

[b] Preliminary estimates only and subject to change upon the issuance of PID Bonds.

[c] Includes the fee of counsel to the Underwriter.

EXHIBIT F – MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Property ID[a]	Tract	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2027[b]
R093976	1	Non-Assessed Property	$ -	$ -
R570140	2	Major Improvement Area Initial Parcel	$ 636,378.53	$ 1,242.61
R570140	3	Major Improvement Area Initial Parcel	$ 768,454.70	$ 1,500.50
R570140	4	Non-Assessed Property	$ -	$ -
R570140	5	Non-Assessed Property	$ -	$ -
R649611	6	Non-Assessed Property	$ -	$ -
R039430	7	Non-Assessed Property	$ -	$ -
R039375	7	Non-Assessed Property	$ -	$ -
R570140	8	Non-Assessed Property	$ -	$ -
R039376	9	Major Improvement Area Initial Parcel	$ 4,168,357.71	$ 8,139.22
R039364	10	Major Improvement Area Initial Parcel	$ 13,456,360.19	$ 26,275.16
R684456	11	Major Improvement Area Initial Parcel	$ 1,865,448.87	$ 3,642.51
Total			**$ 20,895,000.00**	**$ 40,800.00**

Footnotes:

[a] For billing purposes, the Major Improvement Area Annual Installment due 1/31/2027 shall be allocated pro rata based on acreage. Property IDs preliminary and subject to change prior to billing.

[b] Annual Installment due may not match Service Plan or Annual Installment schedule due to rounding.

EXHIBIT G – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment Due[b]
2027	$ -	$ 1,296,796	$ (1,296,796)	$ -	$ 40,800	$ 40,800
2028	$ -	$ 1,410,413	$ (1,410,413)	$ -	$ 41,616	$ 41,616
2029	$ 386,000	$ 1,410,413	$ -	$ 104,475	$ 42,448	$ 1,943,336
2030	$ 413,000	$ 1,384,358	$ -	$ 102,545	$ 43,297	$ 1,943,200
2031	$ 443,000	$ 1,356,480	$ -	$ 100,480	$ 44,163	$ 1,944,123
2032	$ 474,000	$ 1,326,578	$ -	$ 98,265	$ 45,046	$ 1,943,889
2033	$ 507,000	$ 1,294,583	$ -	$ 95,895	$ 45,947	$ 1,943,425
2034	$ 543,000	$ 1,260,360	$ -	$ 93,360	$ 46,866	$ 1,943,586
2035	$ 581,000	$ 1,223,708	$ -	$ 90,645	$ 47,804	$ 1,943,156
2036	$ 623,000	$ 1,184,490	$ -	$ 87,740	$ 48,760	$ 1,943,990
2037	$ 667,000	$ 1,142,438	$ -	$ 84,625	$ 49,735	$ 1,943,797
2038	$ 714,000	$ 1,097,415	$ -	$ 81,290	$ 50,730	$ 1,943,435
2039	$ 765,000	$ 1,049,220	$ -	$ 77,720	$ 51,744	$ 1,943,684
2040	$ 819,000	$ 997,583	$ -	$ 73,895	$ 52,779	$ 1,943,257
2041	$ 878,000	$ 942,300	$ -	$ 69,800	$ 53,835	$ 1,943,935
2042	$ 940,000	$ 883,035	$ -	$ 65,410	$ 54,911	$ 1,943,356
2043	$ 1,007,000	$ 819,585	$ -	$ 60,710	$ 56,010	$ 1,943,305
2044	$ 1,079,000	$ 751,613	$ -	$ 55,675	$ 57,130	$ 1,943,417
2045	$ 1,156,000	$ 678,780	$ -	$ 50,280	$ 58,272	$ 1,943,332
2046	$ 1,239,000	$ 600,750	$ -	$ 44,500	$ 59,438	$ 1,943,688
2047	$ 1,328,000	$ 517,118	$ -	$ 38,305	$ 60,627	$ 1,944,049
2048	$ 1,423,000	$ 427,478	$ -	$ 31,665	$ 61,839	$ 1,943,982
2049	$ 1,525,000	$ 331,425	$ -	$ 24,550	$ 63,076	$ 1,944,051
2050	$ 1,634,000	$ 228,488	$ -	$ 16,925	$ 64,337	$ 1,943,750
2051	$ 1,751,000	$ 118,193	$ -	$ 8,755	$ 65,624	$ 1,943,572
Total	**$ 20,895,000**	**$ 23,733,594**	**$ (2,707,209)**	**$ 1,557,510**	**$ 1,306,836**	**$ 44,785,731**

Footnotes:

[a] Interest is calculated at a 6.75% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

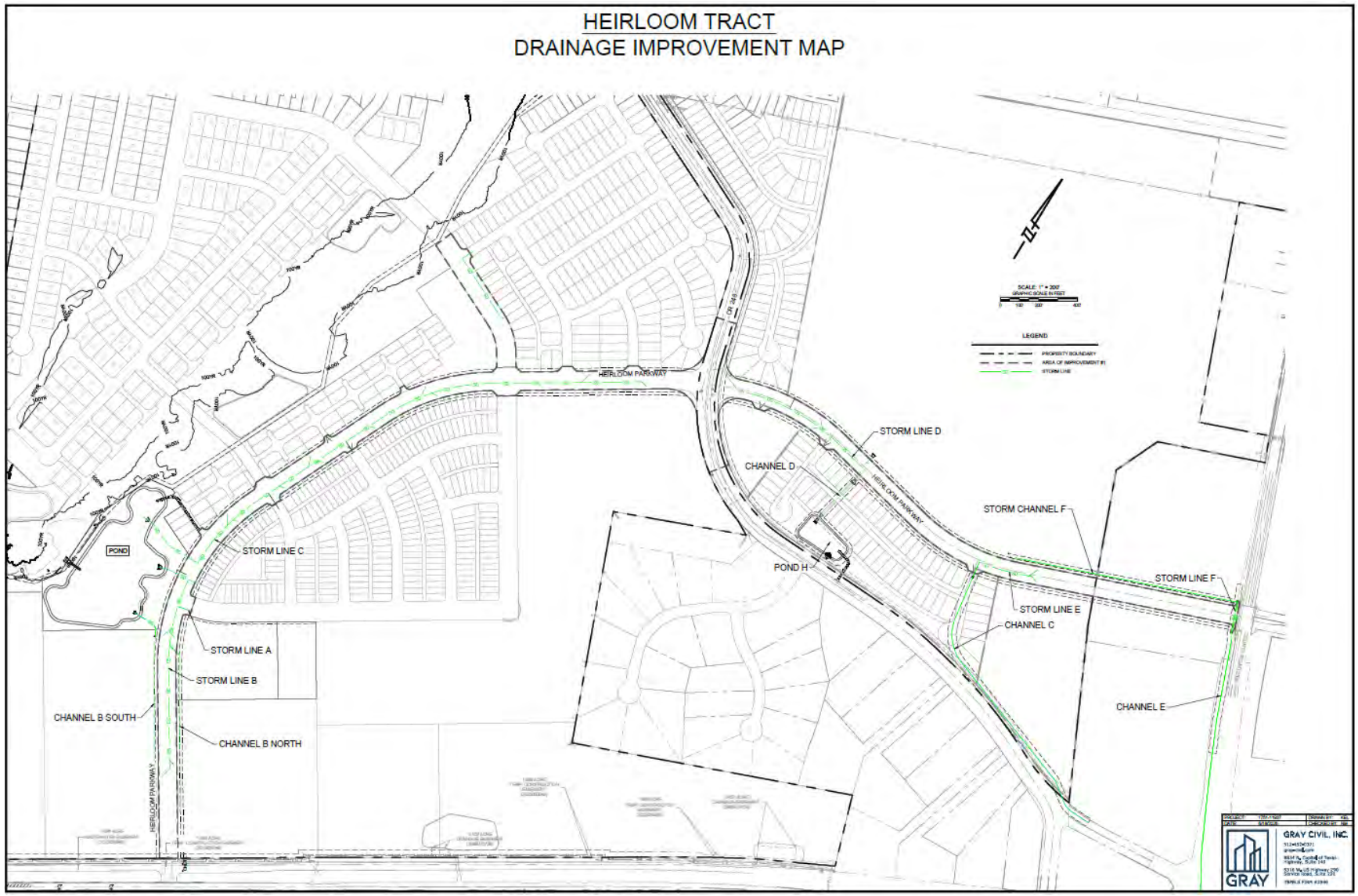
EXHIBIT H – DISTRICT ESTIMATED BUILDOUT VALUE

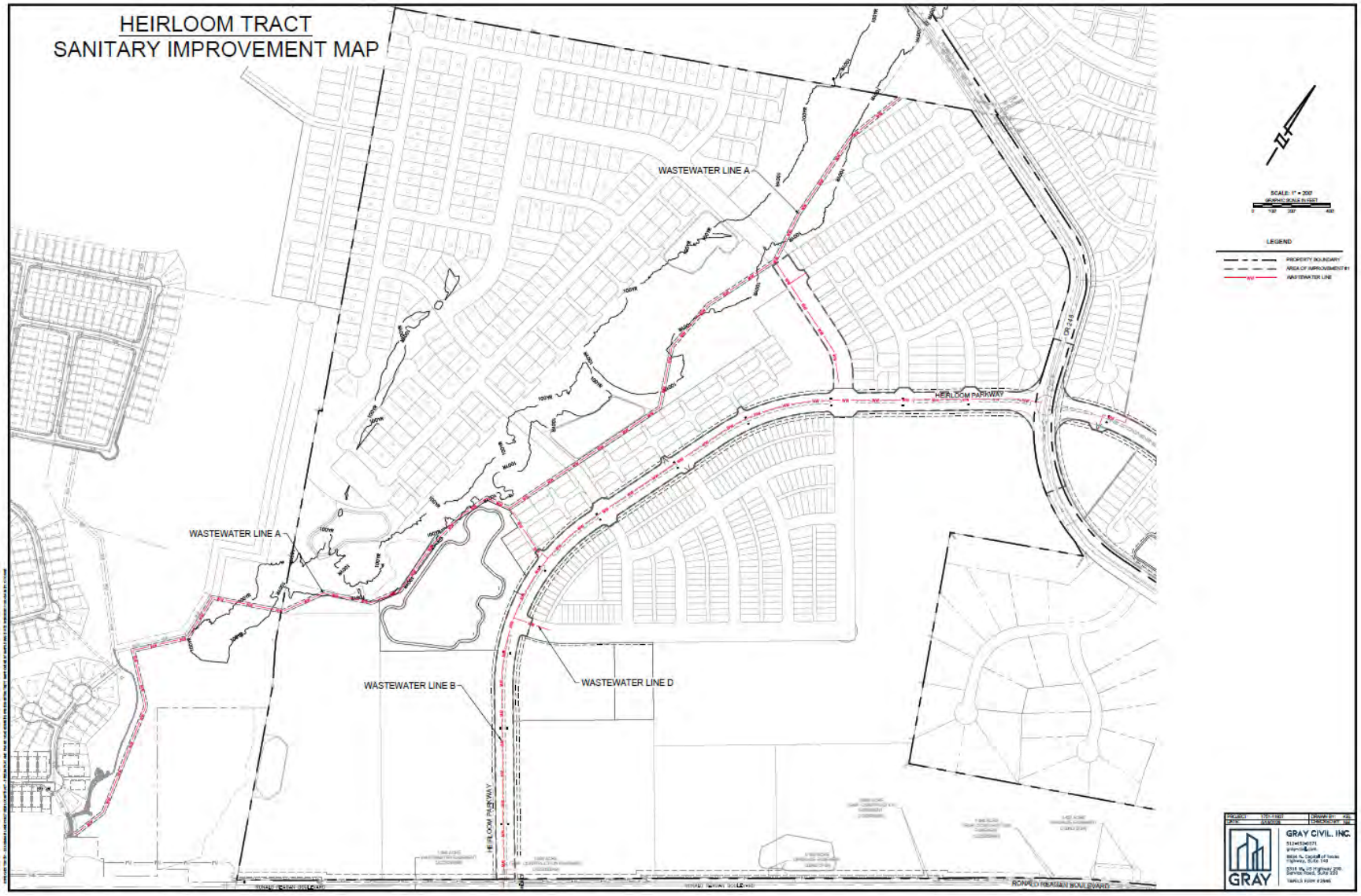
Lot Type	Units/SF[a]	Estimated Buildout Value[a]	
		Per Unit	Total
Major Improvement Area - Future Improvement Areas			
60' East	27	$ 490,000	$ 13,230,000
60' West	300	550,000	165,000,000
45' East	231	445,000	102,795,000
45' West	305	480,000	146,400,000
35' East	50	415,000	20,750,000
35' West	270	435,000	117,450,000
25'	150	385,000	57,750,000
Townhome	100	385,000	38,500,000
Courtyard East	61	425,000	25,925,000
Courtyard West	55	450,000	24,750,000
BTR	100	415,000	41,500,000
Multifamily East	275	250,000	68,750,000
Multifamily West	975	275,000	268,125,000
Commercial	255,000	180	45,900,000
Total			**$ 1,136,825,000**

Footnotes:

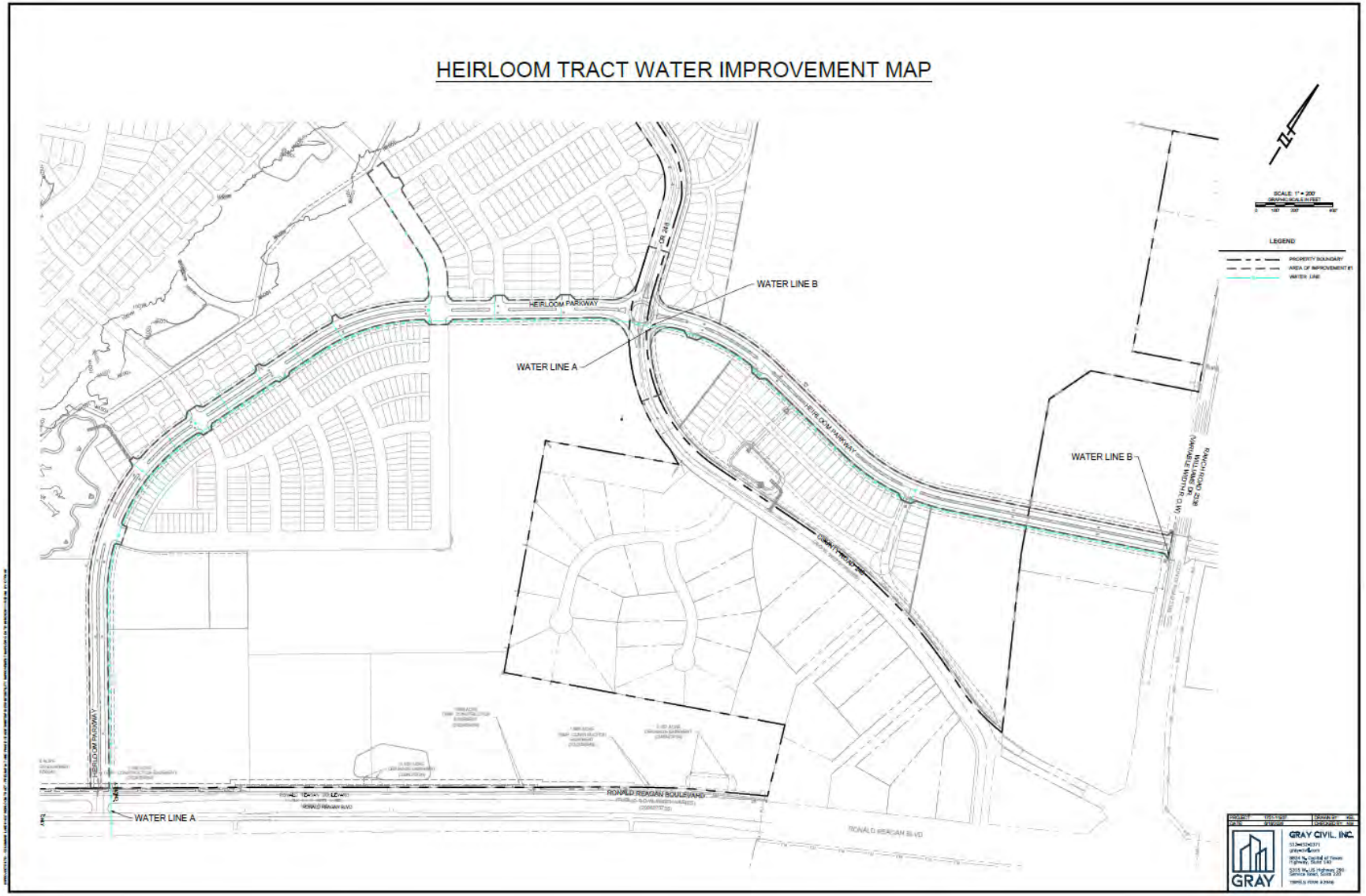
[a] As provided in the Developer model dated 8/5/26.

EXHIBIT I – MAPS OF AUTHORIZED IMPROVEMENTS

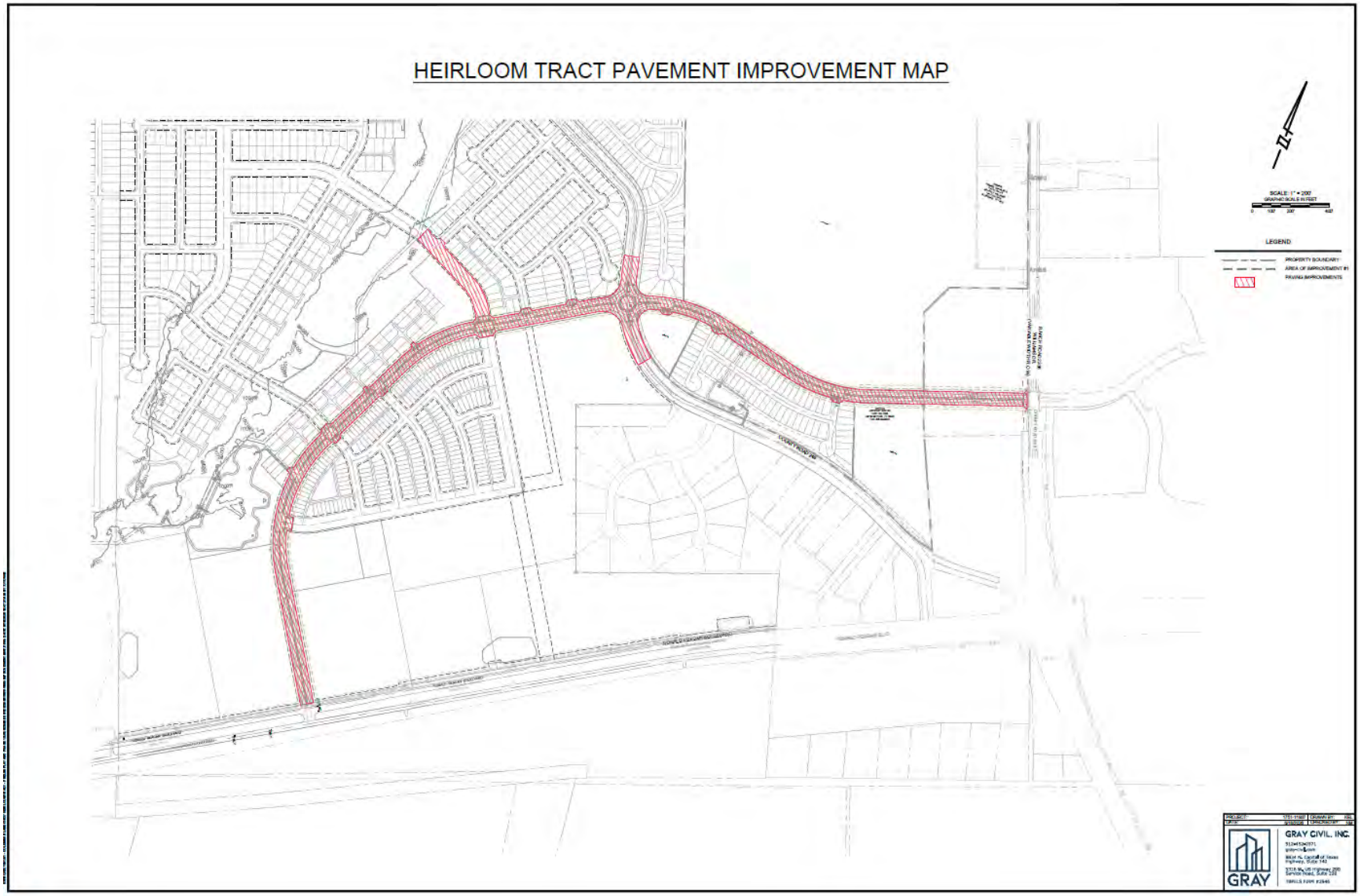



HEIRLOOM TRACT
SANITARY IMPROVEMENT MAP
WASTEWATER LINE A
WASTEWATER LINE A
WASTEWATER LINE B
WASTEWATER LINE D
HEIRLOOM PARKWAY
HEIRLOOM PARKWAY
RONALD REAGAN BOULEVARD
LEGEND
GRAY CIVIL, INC.
GRAY

HEIRLOOM TRACT WATER IMPROVEMENT MAP



HEIRLOOM TRACT PAVEMENT IMPROVEMENT MAP




HEIRLOOM PARKWAY
PARKLAND 11.2114
PARKLAND/FLOODPLAIN 17.5098
TOTAL 28.7211
LEGEND
PROPERTY BOUNDARY
PHASE BOUNDARY
PROPOSED STREET CENTERLINE
PROPOSED LOT LINE
EXISTING 100-YR FLOODPLAIN, PER GC STUDY
PARKLAND
PARKLAND/FLOODPLAIN
GC TOWN CENTER 4.30 AC
GRAY CIVIL, INC.
GRAY
PHASE 01 PARKLANDS EXHIBIT
HEIRLOOM TRACT WEST PRELIMINARY PLAT WILLIAMSON COUNTY, TX
PROJECT NO: 11937
DESIGNED BY: OAT
DRAWN BY: OAT
CHECKED BY: NM
SHEET 01 OF 01
PROJECT NO: 2025-10-PP
HEIRLOOM TRACT WEST PRELIM

EXHIBIT J – DISTRICT CONCEPT PLAN

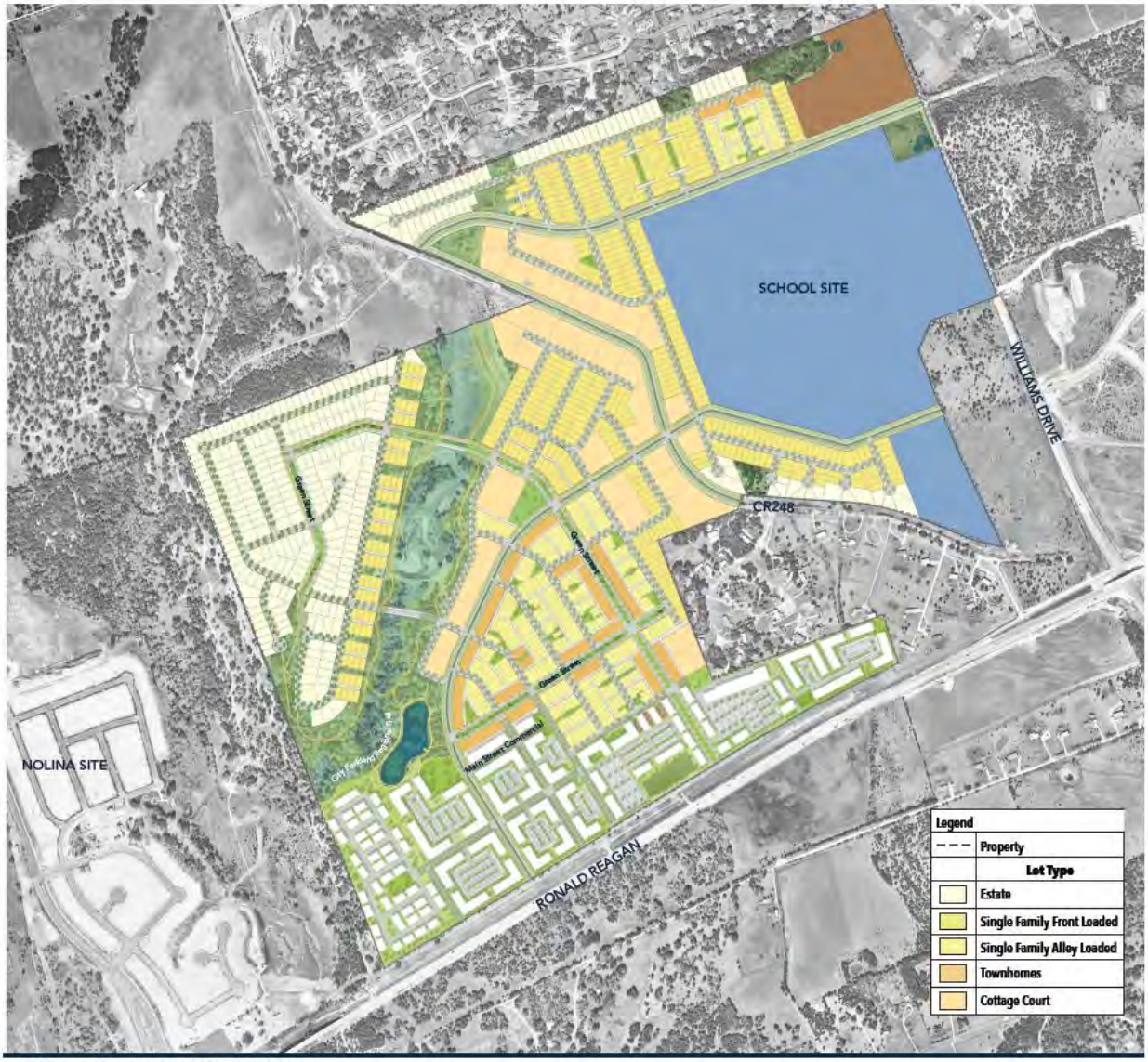


EXHIBIT K – NOTICE OF PID ASSESSMENT TERMINATION

P3Works, LLC
9824 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Williamson County Clerk's Office
Honorable [County Clerk Name]
Williamson County Justice Center County Clerk
405 Martin Luther King, Jr. St.
Georgetown, TX 78626

Re: **City of Georgetown Lien Release documents for filing**

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Georgetown is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Georgetown
Attn: [City Secretary]
808 Martin Luther King, Jr. St.
Georgetown, TX 78626

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works
P: (817) 393-0353
admin@p3-works.com

AFTER RECORDING RETURN TO:

[City Secretary Name]
808 Martin Luther King, Jr. St.
Georgetown, TX 78626

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.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

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

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Georgetown, Texas.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Georgetown, Texas (hereinafter referred to as the "City "), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

WHEREAS, on or about August 26, 2025, the City Council for the City, approved Resolution No. 082625-5.P, creating the Heirloom Public Improvement District; and

WHEREAS, the Heirloom Public Improvement District consists of approximately 622.525 contiguous acres located within the City; and

WHEREAS, on or about ____, ____, the City Council, approved Ordinance No. ____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Heirloom Public Improvement District; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of $____ (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Williamson County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Williamson County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, Instrument No. _____, in the Real Property Records of Williamson County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the _____ day of _____, 20__.

CITY OF GEORGETOWN, TEXAS,

By: _____
[City Official Name], City Official Title

ATTEST:

_____
[Secretary Name], City Secretary

STATE OF TEXAS **§**
§
COUNTY OF WILLIAMSON **§**

This instrument was acknowledged before me on the ____ day of _____, 20__, by [City Official Name], City Official Title for the City of Georgetown, Texas, on behalf of said municipality.

_____
Notary Public, State of Texas

EXHIBIT L – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this Exhibit:

Major Improvement Area

- Major Improvement Area Initial Parcel

HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA INITIAL PARCEL BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF GEORGETOWN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

MAJOR IMPROVEMENT AREA INITIAL PARCEL PRINCIPAL ASSESSMENT: $20,895,000.00

As the purchaser of the real property described above, you are obligated to pay assessments to City of Georgetown, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heirloom Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Georgetown, Texas, City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - MAJOR IMPROVEMENT AREA INITIAL PARCEL

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment Due[b]
2027	$ -	$ 1,296,796	$ (1,296,796)	$ -	$ 40,800	$ 40,800
2028	$ -	$ 1,410,413	$ (1,410,413)	$ -	$ 41,616	$ 41,616
2029	$ 386,000	$ 1,410,413	$ -	$ 104,475	$ 42,448	$ 1,943,336
2030	$ 413,000	$ 1,384,358	$ -	$ 102,545	$ 43,297	$ 1,943,200
2031	$ 443,000	$ 1,356,480	$ -	$ 100,480	$ 44,163	$ 1,944,123
2032	$ 474,000	$ 1,326,578	$ -	$ 98,265	$ 45,046	$ 1,943,889
2033	$ 507,000	$ 1,294,583	$ -	$ 95,895	$ 45,947	$ 1,943,425
2034	$ 543,000	$ 1,260,360	$ -	$ 93,360	$ 46,866	$ 1,943,586
2035	$ 581,000	$ 1,223,708	$ -	$ 90,645	$ 47,804	$ 1,943,156
2036	$ 623,000	$ 1,184,490	$ -	$ 87,740	$ 48,760	$ 1,943,990
2037	$ 667,000	$ 1,142,438	$ -	$ 84,625	$ 49,735	$ 1,943,797
2038	$ 714,000	$ 1,097,415	$ -	$ 81,290	$ 50,730	$ 1,943,435
2039	$ 765,000	$ 1,049,220	$ -	$ 77,720	$ 51,744	$ 1,943,684
2040	$ 819,000	$ 997,583	$ -	$ 73,895	$ 52,779	$ 1,943,257
2041	$ 878,000	$ 942,300	$ -	$ 69,800	$ 53,835	$ 1,943,935
2042	$ 940,000	$ 883,035	$ -	$ 65,410	$ 54,911	$ 1,943,356
2043	$ 1,007,000	$ 819,585	$ -	$ 60,710	$ 56,010	$ 1,943,305
2044	$ 1,079,000	$ 751,613	$ -	$ 55,675	$ 57,130	$ 1,943,417
2045	$ 1,156,000	$ 678,780	$ -	$ 50,280	$ 58,272	$ 1,943,332
2046	$ 1,239,000	$ 600,750	$ -	$ 44,500	$ 59,438	$ 1,943,688
2047	$ 1,328,000	$ 517,118	$ -	$ 38,305	$ 60,627	$ 1,944,049
2048	$ 1,423,000	$ 427,478	$ -	$ 31,665	$ 61,839	$ 1,943,982
2049	$ 1,525,000	$ 331,425	$ -	$ 24,550	$ 63,076	$ 1,944,051
2050	$ 1,634,000	$ 228,488	$ -	$ 16,925	$ 64,337	$ 1,943,750
2051	$ 1,751,000	$ 118,193	$ -	$ 8,755	$ 65,624	$ 1,943,572
Total	**$ 20,895,000**	**$ 23,733,594**	**$ (2,707,209)**	**$ 1,557,510**	**$ 1,306,836**	**$ 44,785,731**

Footnotes:

[a] Interest is calculated at a 6.75% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

APPENDIX A – ENGINEER'S REPORT

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Heirloom Tract

MIA PID

HeirloomTX, LLC.

PID Engineering Report

City of Georgetown, Williamson County, Texas

Gray Civil
TBPE Registration No. F-2946

August 2026

Overview –

The Heirloom Combined Tract (Site) is an approximately 622.528 acre development located within the City of Georgetown in Williamson County. The site is located at the northwest corner of the intersection of Ronald Reagan Boulevard and RM 2338. Zoning on the tract consists of zone RS – Residential Single-Family, MF-2 – High-Density Multifamily, TH – Town Home, and zone C-3 – General Commercial, along with a GISD school site and dedicated parkland. Zoning estimates are based on the land plan provided by the client from the Development Plan approved by the City. The Preliminary Plat for the western tract was submitted on September 8th, 2025 consisting of 935 total lots (879 single-family lots, 51 non-residential lots, 2 commercial lots, and 3 multi-family lots). The Preliminary Plat for the eastern tract will be submitted at the beginning of September 2026.

The development is in the North Fork San Gabriel River watershed and lies within the Contributing Zone of the Edwards Aquifer. Refer to Exhibit 1 for a Location Map. There is approximately 1 acre of the site located within the 100-year floodplain as defined on the FEMA Panel No. 48491C0275E and 48491C0100E effective date September 26, 2008.

Public Improvement District –

The Heirloom Tract development is subject to the Planned Unit Development Zoning Ordinance 2025-45. This report focuses on the Major Improvement Area (MIA) consisting of Phase 1 improvements that will be reimbursed with PID Bond Issue #1. See Exhibits 1 and 2 for MIA/district area map and legal descriptions.

MIA contains the full 622.528 acres located across the western and eastern tracts of the site. Phase 1 will contain 7,770 lf of collector road and 26.88 acres of parkland with trail networks, and no single-family lots. It will also include street, drainage, water, and wastewater improvements.

Zoning –

Zoning –

The Heirloom Tract development is located entirely within the City of Georgetown full purpose jurisdiction and is subject to the RS Base district and C3 Base district requirements of the City of Georgetown with modifications described in the 2025-45-PUD zoning ordinance.

Development Improvements –

Paving Improvements

With Phase 1, primary access to the site will be provided via the Heirloom Pkwy. extension, which will continue on the west side of Williams Drive opposite of the existing section of Parmer Ranch Blvd. built with the Parmer Ranch Development. The Heirloom Pkwy. collector will then continue across the site, intersect CR 248 with a proposed roundabout, and turn south before tying into the existing section of Ronald Reagan Blvd. The subsequent residential phases of the development will branch off of Heirloom Pkwy. for access. The collector will utilize a 96’ ROW with a 4-lane divided 50’ pavement section and 10’ sidewalks on either side. Road section design is described in the Planned Unit Development Zoning Ordinance 2025-45-PUD.

Proposed streets have been designed to urban standards consisting of concrete curb and gutter and will be designed with a flexible pavement section consisting of prepared subgrade, crushed limestone base, and hot mix asphaltic concrete (HMAC) pavement surface. The pavement recommendations can be found in the Heirloom tract Geotechnical Investigation reports prepared by MLA Geotechnical dated November 2025.

The proposed street network meets City of Georgetown horizontal and vertical geometric design criteria. Ten-foot sidewalks with ADA ramps will be constructed along the collector on both sides of the street and will be constructed following standard specifications and details. Signage, valley gutters, excavation, embankment, clear and grub, and testing are also included within these improvements. See Heirloom Tract Phase 1 Construction plans prepared by Gray Civil for additional design information and street cross sections.

Water and Wastewater Utilities

The Site will be served water by the City of Georgetown. An existing 24” line is located on the east side of CR 248, an existing 30” line is located on the south side of Ronald Reagan Blvd, and an existing 12” line is located on the west side of RM 2338. As part of the subdivision improvements, a 12” waterline is proposed to be constructed down Heirloom Pkwy. in a dedicated easement and connected to the existing 30” waterline. The northern portion of the site will be served by a proposed 12” line to be connected to the existing 12” line. Water will be provided to the individual lots by proposed 8-inch and 12-inch water lines located within the public ROW. Utility line sizing is preliminary in nature and will ultimately depend on recommendation from GUS and their water model.

The portion of the Site that generally slopes from northeast to southwest will gravity flow via a proposed 12” trunk line into an existing manhole offsite to the southwest corner of the site and to the existing Nolina lift station. For the remainder of the site, a lift station will be constructed at the northeast corner and wastewater flows will be pumped back to an existing manhole connection to a 12” gravity wastewater line along Ronald Reagan Blvd. via a force main. Phase 1 will include the construction of the 12” main trunk line through the site, with 8” local lines within the Heirloom Pkwy. ROW.

Internal wastewater utilities will be typically located within the proposed right-of-way’s standard assignments as established by the City of Georgetown. Internal water mains will be located outside of the pavement within the right-of-way per GUS standard assignment. The internal lines will be constructed in accordance with the GUS water and wastewater system design criteria and specifications. Improvements include trench excavation and embedment, trench safety, piping, valves, hydrants, manholes, service connections, testing , related earthwork, erosion controls and all necessary appurtenances.

Drainage

Stormwater runoff generated within the development will be conveyed by a system of curb and gutters, inlets, storm drains, channels, and ponds before being released into a tributary of either the North Fork San Gabriel River to the south or Berry Creek to the east, and onto neighboring properties. The drainage study performed for the preliminary plat utilizes the NRCS method to determine peak flow runoff for the 2-, 10-, 25-, and 100-year storms. The site is entirely within the Edwards Aquifer Contributing Zone, and will therefore be required to provide water quality treatment and submit a related Contributing Zone Plan to TCEQ for all construction plan submittals.

Most of the site generally slopes in a southerly direction and is bisected by a small tributary of the North Fork San Gabriel River, conveying offsite flows through the site. This tributary constitutes roughly 22.5 acres of existing calculated non-FEMA floodplain on the site, and will necessitate two main culvert/bridge crossings. The portion of the site that flows to the northeast includes the 1 acre of FEMA zone A floodplain and constitutes a tributary to Berry Creek. Water Quality best management practices will be used to meet both the TCEQ's 80% TSS removal requirements along with the City of Georgetown's 85% removal requirement. Detention will be provided to reduce developed flows to pre-developed conditions for the 2, 10, 25, and 100-yr storm events.

Drainage improvements include trench excavation and embankment, trench safety, piping, manholes, junction boxes, inlets, headwalls, channels, and associated outflow structures, testing, related earthwork, and erosion controls.

Parkland Improvements

The improvements to the parkland include the construction of a 10' wide paved hike and bike trail built to ADA standards along with associated benches and lighting. There will also be a network of bench cut, natural surface trails woven throughout the parkland/floodplain area.

Refer to Exhibits 3 through 6 for maps of the improvements.

Soft Costs

Costs related to designing, constructing, installing, and financing the PID Improvements, including land planning and design, City fees, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, inspection fees, district formation costs, landscaping and other PID costs incurred and paid by the developer.

District Formation Costs –

District Formation Costs consist of the costs associated with forming the District, including, but not limited to, attorney fees, engineering costs, and any other cost or expense incurred by the City of the Developer directly associated with the establishment of the District.

Funding Sources –

There are no oversized improvement cost sharing or outside funding sources contributing to any portion of the MIA improvements. An Engineer's Opinion of Probable Cost (OPC) is included in Exhibit 7 with line-item descriptions of each improvement. Additionally, Exhibit 8 contains a schedule of construction for MIA improvements.

List of Attachments

- Exhibit 1 – MIA Boundary Map
- Exhibit 2 – MIA/District Legal Description
- Exhibit 3 – MIA Drainage Improvement Map
- Exhibit 4 – MIA Sanitary Improvement Map
- Exhibit 5 – MIA Water Improvement Map
- Exhibit 6 – MIA Paving Improvement Map
- Exhibit 7 – MIA Parkland Improvement Map
- Exhibit 8 – Engineer's Opinion of Probable Cost
- Exhibit 9 – Construction Schedule

Exhibit 1 – MIA Boundary Map

HEIRLOOM TRACT
REGIONAL LOCATION MAP



SCALE: 1" = 2000'
GRAPHIC SCALE IN FEET
0 1000' 2000' 4000'

LEGEND

PROPERTY BOUNDARY

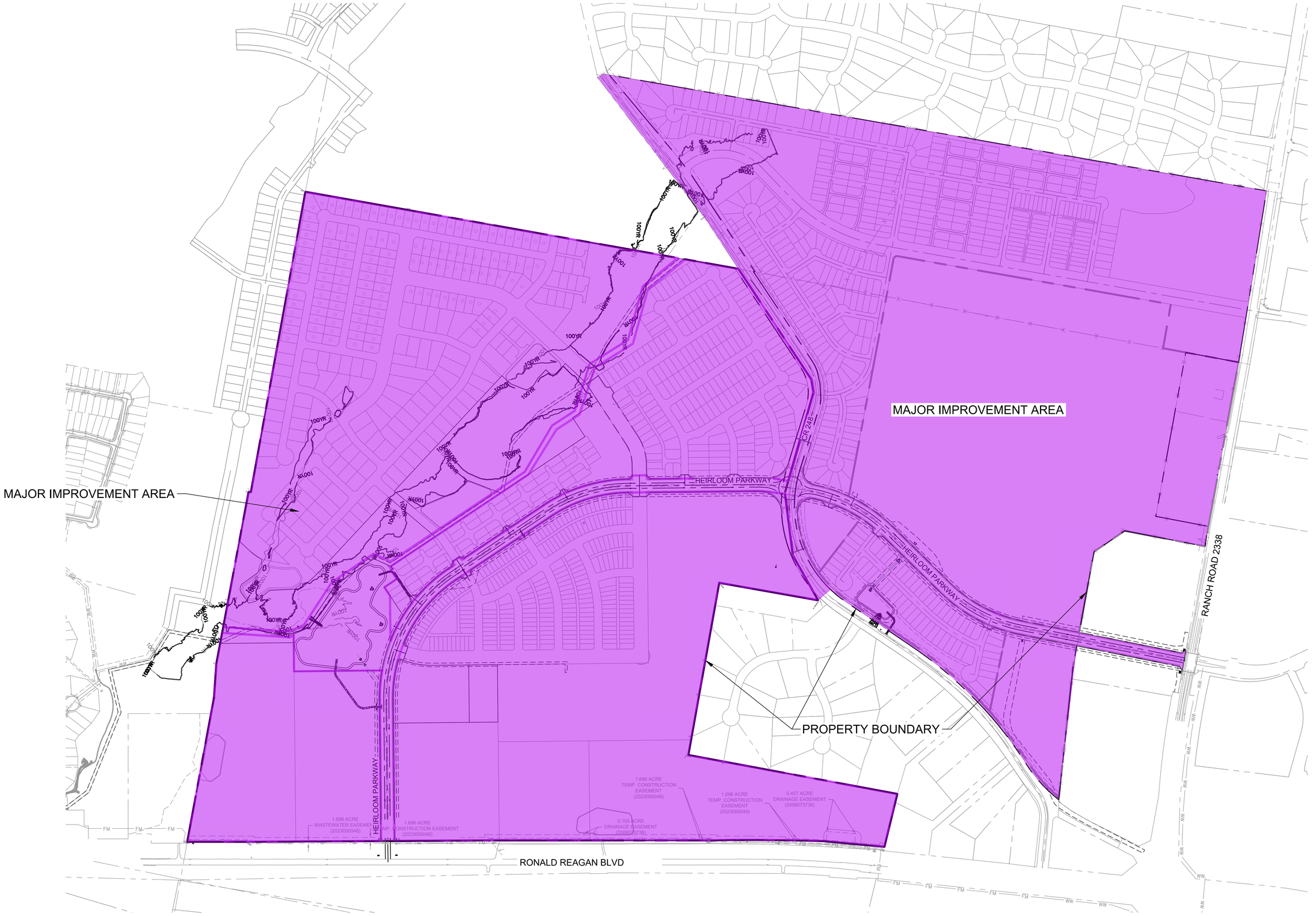
MAJOR IMPROVEMENT AREA

PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	5/11/2026	CHECKED BY:	NM

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

I:\PROJECTS\1751 - COLUMBIAN LANDS\11937-HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\DACE\PLAN SHEETS\EXHIBITS\REGIONAL LOCATION MAP.DWG DATE: 5/11/2026 4:24:51 PM BY: KTOVAR

HEIRLOOM TRACT
DISTRICT BOUNDARY / MAJOR IMPROVEMENT AREA EXHIBIT



SCALE: 1" = 300'
GRAPHIC SCALE IN FEET
0 150' 300' 600'

LEGEND

PROPERTY BOUNDARY

MAJOR IMPROVEMENT AREA

PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	8/13/2026	CHECKED BY:	NM

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

H:\PROJECTS\1751-ZOLLINGER LAND\11937-HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\CAD\EXHIBITS\DISTRICT EXHIBITS\DISTRICT EXHIBIT - IMPROVEMENT MAPS.DWG DATE: 8/13/2026 9:52:29 AM BY: CTOVAR

Exhibit 2 – MIA/District Legal Description

Heirloom – PID Creation Resolution
Exhibit B

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

361.943 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 361.943 ACRES (APPROXIMATELY 15,766,246 SQ. FT.) IN THE CHARLES H. DELANEY SURVEY NO.11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 362.01 ACRE TRACT CONVEYED TO GVM III, LLC IN A SPECIAL WARRANTY DEED DATED JANUARY 30, 2019 AND RECORDED IN DOCUMENT NO. 2019009671 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 361.943 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of Ronald Reagan Boulevard (right-of-way width varies) as described in Document No. 2006073735 of the Official Public Records of Williamson County, Texas, being the southernmost southeast corner of the said 362.01 acre tract, being also the southwest corner of Lot 5, Block F, Wade Crossing Phase 1, a subdivision recorded in Cabinet T, Slide 61 of the Plat Records of Williamson County, Texas;

THENCE with the north right-of-way line of Ronald Reagan Boulevard and the south line of the said 362.01 acre tract, the following thirteen (13) courses and distances:

1. South 64°21'56" West, a distance of 61.85 feet to a 1/2" rebar with "RPLS 5784" cap found;

2. With a curve to the left, having a radius of 8650.00 feet, a delta angle of 04°26'04", an arc length of 669.48 feet, and a chord which bears South 62°20'34" West, a distance of 669.31 feet to a 1/2" rebar with "PBSJ" cap found;

3. North 30°06'18" West, a distance of 9.99 feet to a 1/2" rebar with "PBSJ" cap found;

4. With a curve to the left, having a radius of 8670.00 feet, a delta angle of 01°28'05", an arc length of 222.14 feet, and a chord which bears South 59°23'20" West, a distance of 222.14 feet to a 1/2" rebar with "RPLS 5784" cap found;

5. South 58°39'00" West, a distance of 254.37 feet to a 1/2" rebar with "PBSJ" cap found;

6. North 31°40'32" West, a distance of 9.94 feet to a 1/2" rebar with "PBSJ" cap found;

7. South 58°39'01" West, a distance of 1518.07 feet to a 1/2" rebar with "PBSJ" cap found;

8. South 31°34'30" East, a distance of 20.03 feet to a 1/2" rebar with "PBSJ" cap found;

9. South 58°39'20" West, a distance of 1706.47 feet to a 1/2" rebar with "PBSJ" cap found;

10. North 32°01'03" West, a distance of 9.97 feet to a 1/2" rebar with "PBSJ" cap found;

11. South 58°40'41" West, a distance of 382.01 feet to a 1/2" rebar with "PBSJ" cap found;

12. South 31°19'19" East, a distance of 10.14 feet a cotton spindle "Early Boundary" washer set;

13. South 58°40'41" West, a distance of 42.16 feet to a 1/2" rebar with "PBSJ" cap found for the southwest corner of said 362.01 acre tract, being the southeast corner of a 523.521 acre tract described in Document No. 2022010857 of the Official Public Records of Williamson County, Texas;

THENCE with the west line of said 362.01 acre tract and the east line of said 523.521 acre tract, the following six (6) courses and distances:

1. North 20°51'09" West, a distance of 1031.61 feet to a 1/2" rebar found in the west side of a live oak tree;

2. North 27°20'27" West, a distance of 238.87 feet to a 1/2" rebar with illegible cap found;

3. North 20°43'00" West, a distance of 451.23 feet to a 1/2" rebar with illegible cap found;

4. North 20°44'15" West, a distance of 766.10 feet to a 1/2" rebar with illegible cap found;

5. North 64°38'15" East, a distance of 15.94 feet to 1/2" rebar found;

6. North 21°03'54" West, a distance of 2128.29 feet to a 1/2" rebar with "RPLS 5784" cap found for the northwest corner of said 362.01 acre tract;

THENCE North 68°43'41" East, with the north line of the 362.01 acre tract and the south line of the 523.521 acre tract, passing a 1/2" rebar with "Bury" cap found at a distance of 729.11 feet and continuing for a total distance of 3065.64 feet to a 1/2" rebar found in the southwest right-of-way line of County Road 248, being the northeast corner of the said 362.01 acre tract, being the easternmost corner of the said 523.521 acre tract;

THENCE with the west right-of-way line of County Road 248 and the east line of the said 362.01 acre tract, the following five (5) courses and distances:

1. South 64°44'40" East, a distance of 923.60 feet to a 1/2" rebar found;
2. South 40°32'58" East, a distance of 91.06 feet to a 1/2" rebar found;
3. South 15°30'30" East, a distance of 728.47 feet to a 6" x 6" square metal fence post;
4. South 38°36'41" East, a distance of 440.03 feet to a 1/2" rebar found;
5. South 60°43'49" East, a distance of 359.07 feet to a 1/2" rebar in concrete found for a southeast corner of the said 362.01 acre tract, being an angle point in the north line of Lot 36, Block F, of said Wade Crossing Phase 1, from which a 1/2" rebar found for angle point in the south right-of-way line of County Road 248, being the northeast corner of Lot 36, bears North 14°44'57" East, a distance of 21.45 feet;

THENCE with the common line of the said 362.01 acre tract, said Wade Crossing Phase 1 and Wade Crossing Phase II, a subdivision recorded in Cabinet V, Slide 227 of the Plat Records of Williamson County, Texas, the following ten (10) courses and distances:

1. South 68°42'08" West, a distance of 700.14 feet to a 1/2" rebar with "Diamond" cap found for the northwest corner of said Lot 36, Block F, of said Wade Crossing Phase 1;
2. South 21°17'04" East, a distance of 160.18 feet to a 1/2" rebar found for the southwest corner of said Lot 36, being the northwest corner of Lot 32, Block F, of said Wade Crossing Phase II;
3. South 21°02'35" East, a distance of 157.37 feet to a 1/2" rebar with illegible cap found for the northwest corner of Lot 31, Block F, of said Wade Crossing Phase II;
4. South 21°13'20" East, a distance of 231.14 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 31, being the northwest corner of Lot 30, Block F, of said of said Wade Crossing Phase II;

5. South 21°10'18" East, a distance of 244.21 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 30, being the northwest corner of Lot 29, Block F, of said Wade Crossing Phase II;

6. South 21°13'23" East, a distance of 296.63 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 29;

7. South 21°15'05" East, a distance of 130.36 feet to a mag nail in concrete found for the southwest corner of Lot 28, Block F, of said Wade Crossing Phase II, from which a 1/2" rebar found, bears North 13°10'21" East, a distance of 0.72 feet;

8. North 69°15'03" East, a distance of 249.83 feet to a 1/2" rebar with illegible cap found for the southeast corner of said Lot 28, being the southwest corner of Lot 27, Block F, of said Wade Crossing Phase II;

9. North 69°12'00" East, a distance of 1231.49 feet to a 1/2" rebar found for the southeast corner of Lot 9, Block F, of said Wade Crossing Phase II;

10. South 17°40'36" East, a distance of 407.67 feet to the **POINT OF BEGINNING**, containing an area of 361.943 acres, more or less.

Surveyed on the ground on March 30, 2023

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE

3/31/23

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

112.041 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 112.041 ACRES (APPROXIMATELY 4,880,523 SQ. FT.) IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 112.041 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the south line of said 113.5 acre tract, same being the south line of said Lot 5, being also in the north line of a 50 acre tract described in Volume 353, Page 94 of the Deed Records of Williamson County, Texas;

THENCE South 69°10'58" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said 50 acre tract, a distance of 374.52 feet to a 1/2" rebar with "Steger Bizzell" cap found for the northernmost northeast corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas;

THENCE South 69°08'50" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, a distance of 1407.11 feet to a 1/2" rebar found;

THENCE South 69°20'01" West, continuing with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, passing

at a distance of 1659.17 feet a 1/2" rebar with "Steger Bizzell" cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of said Lot 1, also being the northeast corner of a 1.43 acre right-of-way dedication shown on said G.I.S.D. West Side subdivision, passing at an additional distance of 23.47 feet a 1/2" rebar with "Steger Bizzell" cap found for the northwest corner of said 1.43 acre right-of-way dedication and continuing, in all, a total distance of 1730.44 feet to a calculated point in the center of the existing pavement of County Road 248;

THENCE with the centerline of the existing pavement of County Road 248, as approximated by the following courses and distances:

1. North 65°57'11" West, a distance of 456.27 feet to a calculated point;
2. North 67°52'24" West, a distance of 1147.05 feet to a calculated point;
3. North 60°21'36" West, a distance of 78.43 feet to a calculated point for the northwest corner of said 113.5 acre tract, being in the north line of said Lot 5;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, a distance of 45.32 feet to a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, also being the southwest corner of Block B of said West Ridge Subdivision Section One;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, and the south line of said Block B, West Ridge Subdivision Section One, and Block B, West Ridge Subdivision Section Two, a subdivision of record in Cabinet Q, Slide 82, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Three, a subdivision of record in Cabinet Q, Slide 84, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Four, a subdivision of record in Cabinet Q, Slide 311, of the Plat Records of Williamson County, Texas, a distance of 4632.80 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, being the southwest corner of a 20' right-of-way dedication shown on said West Ridge Subdivision Section Four;

THENCE North 68°39'29" East, with the right-of-way line of Ranch Road 2338 and the north line of said 113.5 acre tract, same being the north line of said Lot 5, passing at a distance of 18.99 feet to 1/2" rebar found, and continuing, in all, a total distance of 20.00 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, from which:

- a concrete highway monument found for a point of tangency in the west right-of way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 1814.24 feet,

- a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 63.67 feet, and North 67°45'34" East, a distance of 80.00 feet;

THENCE crossing said 113.5 acre tract with the west right-of-way line of Ranch Road 2338, the following courses and distances:

1. South 22°14'26" East, a distance of 962.43 feet to a calculated point for a point of curvature, from which a disturbed concrete highway monument found, bears South 67°45'34" West, a distance of 1.30 feet;

2. With a curve to the right, having a radius of 11419.16 feet, a delta angle of 01°14'47", an arc length of 248.41 feet, and a chord which bears South 21°33'43" East, a distance of 248.40 feet to the **POINT OF BEGINNING**, containing an area of 112.271 acres, for a net acreage of 112.041 acres of land, more or less, *of which approximately 1.375 acres lies between the fence and the center of the existing pavement of County Road 248.*

SAVE AND EXCEPT TRACT

A DESCRIPTION OF 10,000 SQ. FT. IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10,000 SQ. FT. MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, being the southwest corner of Lot 4, Block B of the said West Ridge Subdivision Section One, being also in the north line of the said 113.5 acre tract;

THENCE South 67°22'36" East, crossing the said 113.5 acre tract, a distance of 1307.76 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found for **THE POINT OF BEGINNING**, being the apparent west corner of the said 10,000 sq. ft. tract;

THENCE continuing across the said 113.5 acre tract with the apparent perimeter of the said 10,000 sq. ft. tract, the following courses and distances:

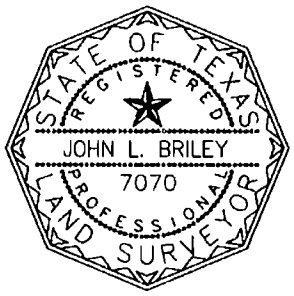
1. North 22°37'24" East, a distance of 100.00 feet to a calculated point;
2. South 67°22'36" East, a distance of 100.00 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found;
3. South 22°37'24" West, a distance of 100.00 feet to a calculated point, from which a 1/2" rebar with "Steger Bizzell" cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, being the northeast corner of a 1.43 acre right-of-way dedication shown on the said G.I.S.D. West Side subdivision, also being in the south line of the said 113.5 acre tract bears, South 68°38'13" East, a distance of 292.54 feet;
4. North 67°22'36" West, a distance of 100.00 feet the **POINT OF BEGINNING**, containing 10,000 sq. ft., more or less.

Surveyed on the ground on December 30, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE-125 AC

01/02/2025
John L. Briley Date
Registered Professional Land Surveyor
State of Texas No. 7070



GISD Property
[See next 8 pages]

BEING 98.38 acres of land, situated in the Charles H. Delaney Survey, Abstract No. 181, in Williamson County, Texas, said land being a portion of that certain tract of land, called 132.42 acres, as conveyed to Willrae Partners I, Ltd. by deed recorded as Document No. 2004067447 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of December, 2005, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the west line of Farm to Market Highway No. 2338, marking the most easterly Northeast corner of the above-referenced Willrae Partners I, Ltd. tract, being the occupied Southeast corner of that certain tract of land, called 50 acres, as conveyed to Emzie Lee Fisher and wife, Elzora Fisher, by deed as recorded in Volume 353, Page 94, of the Deed Records of Williamson County, Texas, for the most easterly Northeast corner hereof;

THENCE, along the said west line of F.M. Highway No. 2338, being an easterly line of the said Willrae Partners I, Ltd. tract, S 20° 59' 45" E, 140.01 feet to an iron pin set for the most northerly Southeast corner hereof;

THENCE, S 69° 36' 15" W, 565.00 feet to an iron pin set for an interior corner hereof;

THENCE, S 24° 18' 15" W, 260.32 feet to an iron pin set for an interior corner hereof;

THENCE, S 20° 59' 45" E, 815.00 feet to an iron pin set; and S 25° 10' 15" E, 944.38 feet to an iron pin set on the north line of County Road No. 248, being the south line of the said Willrae Partners I, Ltd. tract, for the most southerly Southeast corner hereof;

THENCE, along the north and east line of County Road No. 248, being the south and west line of the said Willrae Partners I, Ltd. tract, as follows; N 86° 19' 30" W, 26.23 feet to an iron pin found; N 82° 15' 30" W, 120.16 feet to an iron pin found; N 69° 37' 30" W, 134.82 feet, to an iron pin found; N 65° 08' W, 230.89 feet to an iron pin found; N 68° 34' W, 207.37 feet to an iron pin found at a 10" Hackberry; N 72° 09' 30" W, 270.16 feet to an iron pin found at an 8" Hackberry; N 82° 40' 45" W, 414.51 feet to an iron pin found; N 87° 18' 30" W, 789.19 feet to an iron pin found at a 4" Live Oak; N 77° 36' W, 53.97 feet to an iron pin found; N 63° 23' 15" W, 279.77 feet to an iron pin found; N 51° 54' 15" W, 77.46 feet to an iron pin found; N 38° 08' 30" W, 259.64 feet to an iron pin found at an 8" Live Oak; N 31° 52' 15" W, 64.78 feet to an iron pin found; N 19° 53' W, 223.39 feet to an iron pin found; N 12° 48' 45" W, 198.09 feet to an iron pin found at an 8" Live Oak; N 15° 03' 15" W, 314.92 feet to an iron pin found; N 33° 51' 15" W, 73.71 feet to an iron pin found; N 44° 52' W, 48.30 feet to an iron pin found; N 57° 54' 30" W, 66.91 feet to an iron pin found; N 64° 39' W, 447.55 feet to an iron pin found and N 65° 09' W, 371.07 feet to an iron pin found for the Northwest corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of that certain tract of land, called 113.50 acres, as conveyed to Emzie Lee Fisher by deed as recorded in Volume 756, Page 287, of the Deed Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, along the south line of the said 113.50 acre Fisher tract, N 69° 20' E, 1,682.59 feet to an iron pin found marking the most northerly Northeast corner of the said Willrae Partners I, Ltd. tract, for the most northerly Northeast corner hereof;

THENCE, with a fence, along an easterly line of the said Willrae Partners I, Ltd. tract, being the west line of the said 50 acre Fisher tract, as follows; S 14° 54' 15" E, 295.09 feet to a 40d nail found; S 14° 07' 45" E, 185.57 feet to a 40d nail found at a railroad tie post; S 18° 39' 15" E, 80.97 feet to a 40d nail found; S 20° 00' 45" E, 64.09 feet to a 40d nail found; S 21° 35' 45" E, 106.19 feet to a 40d nail found at a 32" Live Oak; S 20° 29' E, 280.39 feet to a 40d nail found and S 20° 59' 45" E, 141.06 feet to an iron pin found marking an interior corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of the said 50 acre Fisher tract, for an interior corner hereof;

THENCE, N 69° 36' 15" E, 1,841.06 feet to the Place of BEGINNING and containing 98.38 acres of land.

DESCRIPTION OF 1.63 ACRES OF LAND

DESCRIPTION OF A 1.63 ACRE TRACT OF LAND LOCATED IN THE CHARLES H. DULANEY SURVEY NO. 2, ABSTRACT NO. 181, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 34.124 ACRE TRACT OF LAND CONVEYED TO TROOP DURGIN WRIGHT PROPERTIES, LP, BY WARRANTY DEED OF RECORD IN DOCUMENT NUMBER 2016000533, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPR), SAID 1.63 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND IN JANUARY, 2023, UNDER THE DIRECT SUPERVISION OF PATRICK J. STEVENS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron set with cap stamped "STEGER BIZZELL" set in the east boundary line of said 34.124 acre tract, and in the west right of way of Ranch Road 2338, a right of way of variable width of record in Volume 416, Page 60, of the deed records of Williamson County, Texas (DR), for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with cap stamped "PBS&J" found in the west line of said Ranch Road 2338 for an easterly corner of said 34.124 acre tract lies South 20°59'34" East, a distance of 158.26 feet;

THENCE, over and across said 34.124 acre tract, North 66°02'25" West, a distance of 35.33 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL", and South 69°58'39" West, a distance of 724.89 feet to a cotton spindle set with washer stamped "STEGER BIZZELL" in the east boundary line of that certain called 98.38 acre tract of land conveyed to Georgetown Independent School District by Warranty Deed of record in Document Number 2006075903, OPR, for the southwest corner of the herein described tract, from which a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 98.38 acre tract for a westerly corner of said 34.124 acre tract lies South 20°59'38" East, a distance of 149.72 feet;

THENCE, North 20°59'38" West, a distance of 94.01 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 98.38 acre tract and in the west line of said 34.124 acre tract for the northwest corner of the herein described tract;

THENCE, over and across said 34.124 acre tract, North 69°58'39" East, a distance of 724.90 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL", and North 24°05'34" East, a distance of 35.30 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 34.124 acre tract, and in the west line of said Ranch Road 2338, for the northeast corner of the herein described tract;

THENCE, with the east line of said 34.124 acre tract, same being the west line of said Ranch Road 2338, South 20°59'34" East, a distance of 143.90 feet to the **POINT OF BEGINNING,** and containing 1.63 acres of land, more or less, within these metes and bounds.

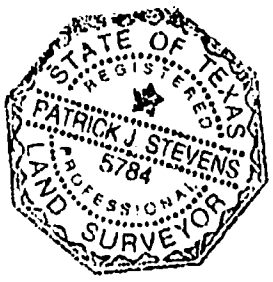
Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are grid values represented in U.S. Survey Feet.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a sketch of the subject tract.

I certify that this description was prepared from an on the ground survey made in January, 2023, by me or under my supervision.

Steger & Bizzell Engineering Inc.

2-3-23



Patrick J. Stevens, RPLS
Texas Reg. No. 5784
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700

P:\22000-22999\22923 GISD Troop 1_74ac\Survey Data\Descriptions\22923-GISD TROOP ROW-GRID.docx

DESCRIPTION OF

DESCRIPTION OF A 38.53 ACRE TRACT OF LAND LOCATED IN THE C.H. DILANEY SURVEY, ABSTRACT 181, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN 50 ACRE TRACT OF LAND CONVEYED TO EMZIE LEE FISHER, ET UX, BY WARRANTY DEED OF RECORD IN VOLUME 354, PAGE 94, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 38.53 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found on the west right-of-way line of RM 2338, also known as Williams Drive, an 80.00 foot wide roadway, as dedicated in Volume 416, Page 60, said Deed Records, at its intersection with the south line of said 50 acre tract of land, for the eastern most northeast corner of that certain 98.38 acre tract of land conveyed to the Georgetown Independent School District by Warranty Deed of record in Document No. 2006075903, of the Official Public Records of Williamson County, Texas, from which point a 1/2 inch iron rod with cap stamped "5784" found on said west right-of-way line of RM 2338, for the eastern most southeast corner of said 98.38 ac tract of land, same point being the northeast corner of that certain 34.124 acre tract of land conveyed to Troop Durgin Wright Properties, LP, by Special Warranty Deed of record in Document No. 2016000533, said Official Public Records bears South 21°01'00" East, with said right-of-way, a distance of 139.94 feet;

THENCE, South 69°36'44" West, with said south line of the 50 acre tract, same line being a north line of said 98.38 acre tract, a distance of 374.52 feet to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, South 69°36'44" West, continuing with the common line of the 50 acre tract and the 98.38 acre tract, a distance of 1466.64 feet, to a 1/2 inch iron rod found for the southwest corner of said 50 acre tract, same point being an interior corner of said 98.38 acre tract of land, and for the southwest corner of the herein described tract;

THENCE, with the west line of said 50 acre tract, same line being an east line of said 98.38 acre tract, the following seven (7) courses and distances:

1. North 20°59'16" West, a distance of 141.06 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
2. North 20°29'49" West, a distance of 280.19 feet to a 40d nail in a fence post found;
3. North 21°33'45" West, a distance of 106.02 feet, to a 40d nail in a fence post found;
4. North 20°04'23" West, a distance of 64.17 feet, to a 40d nail in a fence post found;

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation

5. North 18°37'34" West, a distance of 80.98 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
6. North 14°06'04" West, a distance of 185.59 feet, to a 40d nail in a fence post found;
7. North 14°53'55" West, a distance of 295.09 feet, to a 1/2 inch iron rod found on the south line of that certain 113.5 acre tract of land conveyed to Emzie Lee Fisher by deed of record in Volume 756, Page 287, said Deed Records, for the northwest corner of said 50 acre tract, same point being the northern most northeast corner of said 98.38 acre tract of land, and for the northwest corner of the herein described tract;

THENCE, North 69°09'19" East, with the north line of said 50 acre tract, same line being said south line of the 113.5 acre tract of land, a distance of 1407.10 feet, to a /2 inch iron rod with cap stamped "STEGER BIZZELL" set for the northeast corner of the herein described tract, from which point a Texas Department of Transportation concrete monument with brass disc (TxDOT Type II) found on said west right-of-way line of RM 2338, bears North 69°09'19" East, a distance of 374.50 feet;

THENCE, South 20°59'55" East, severing said 50 acre tract, a distance of 1161.85 feet, to the **POINT OF BEGINNING**, and containing 38.53 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00015.

The forgoing metes and bounds description and survey on which it is based is accompanied by and a part of survey map of the subject tract.

I certify that this description was prepared from a survey made on the ground in/on June and July 2017, under my supervision.

Steger & Bizzell Engineering Inc.

07/05/17

Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

P:\22000-22999\22534 GISD_Fisher\Survey Data\Descriptions\22534-m&b-GISD Fisher Tract.docx

1978 S. Austin Ave
Georgetown, TX 78626

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

10.001 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 10.001 ACRES (APPROXIMATELY 435,639 SQ. FT.) IN THE C.H. DELANEY SURVEY NO 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 50 ACRE TRACT CONVEYED TO EMZIE AND ELZORA FISHER IN A WARRANTY DEED DATED NOVEMBER 5, 1948 AND RECORDED IN VOLUME 353, PAGE 94 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.001 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the north line of said 50 acre tract, also being in the south line of a 113.5 acre tract described in Volume 756, Page 287 of the Deed Records of Williamson County, Texas, same being the south line of Lot 5 of M.C. Hamilton's Subdivision, a subdivision of record in Volume 27, Page 137 of the Deed Records of Williamson County, Texas, from which a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 69°31'35" East, a distance of 80.00 feet;

THENCE South 20°59'36" East, with the west right-of-way line of Ranch Road 2338, crossing said 50 acre tract, a distance of 1164.60 feet to a 1/2" rebar with "Early Boundary" cap set for an angle point in the west right-of-way line of Ranch Road 2338, being in the south line of said 50 acre tract, being the northeast corner of a 3,848 sq. ft. right-of-way dedication shown on the G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar with "Steger Bizzell" cap found for the southeast corner of said 3,848 sq. ft. right-of-way dedication, bears South 20°59'36" East, a distance of 139.94 feet;

THENCE South 69°37'24" West, with the right-of-way line of Ranch Road 2338, same being the north line of said 3,848 sq. ft. right-of-way dedication, also being the south line of said 50 acre tract, a distance of 27.50 feet to a 1/2" rebar with "Early Boundary" cap set for the easternmost northeast corner of Lot 1, Block A of said G.I.S.D. West Side, being the northwest corner of said 3,848 sq. ft. right-of-way dedication;

THENCE South 69°37'24" West, with the south line of said 50 acre tract and a north line of said Lot 1, a distance of 347.07 feet to a 1/2" rebar with "Steger Bizzell" cap found for an interior corner of said Lot 1;

THENCE North 20°59'31" West, crossing said 50 acre tract with an east line of said Lot 1, a distance of 1161.72 feet to a 1/2" rebar with "Steger Bizzell" cap found in the north line of said 50 acre tract, being the northernmost northeast corner of said Lot 1, being also in the south line of said 113 5 acre tract, same being the south line of said Lot 5;

THENCE North 69°10'58" East, with the north line of said 50 acre tract, and the south line of said 113.5 acre tract, same being the south line of said Lot 5, a distance of 374.52 feet to the **POINT OF BEGINNING**, containing an area of 10.001 acres, more or less.

Surveyed on the ground on August 28, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-125AC

08-30-24

John L. Briley Date
Registered Professional Land Surveyor
State of Texas No. 7070

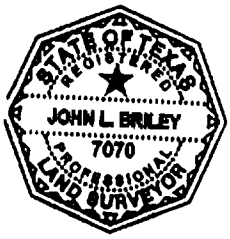


Exhibit 3 – MIA Drainage Improvement Map

HEIRLOOM TRACT
DRAINAGE IMPROVEMENT MAP

SCALE: 1" = 200'
GRAPHIC SCALE IN FEET
0 100' 200' 400'

LEGEND

- PROPERTY BOUNDARY
- AREA OF IMPROVEMENT #1
- SD — STORM LINE

HEIRLOOM PARKWAY

CR 248

STORM LINE D

CHANNEL D

HEIRLOOM PARKWAY

STORM CHANNEL F

STORM LINE F

STORM LINE E

CHANNEL C

POND H

CHANNEL E

COUNTY ROAD 2238

POND

STORM LINE C

STORM LINE A

STORM LINE B

CHANNEL B SOUTH

CHANNEL B NORTH

HEIRLOOM PARKWAY

1.696 ACRE
WASTEWATER EASEMENT
(2023050048)

1.696 ACRE
TEMP. CONSTRUCTION EASEMENT
(2023050049)

0.103 ACRE
DRAINAGE EASEMENT
(2006073736)

1.696 ACRE
TEMP. CONSTRUCTION EASEMENT
(2023050049)

1.696 ACRE
TEMP. CONSTRUCTION EASEMENT
(2023050049)

0.457 ACRE
DRAINAGE EASEMENT
(2006073736)

PROJECT: 1751-11937	DRAWN BY: KEL
DATE: 6/18/2026	CHECKED BY: NM

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

I:\PROJECTS\2021 - COLUMBIAN LAND\1937 HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\CAD\EXHIBITS\PSD EXHIBITS\UTILITY IMPROVEMENT MAPS.DWG DATE: 6/18/2026 10:21:20 PM BY: STEVAR

Exhibit 4 – MIA Sanitary Improvement Map

HEIRLOOM TRACT
SANITARY IMPROVEMENT MAP

WASTEWATER LINE A

WASTEWATER LINE A

WASTEWATER LINE B

WASTEWATER LINE D

HEIRLOOM PARKWAY

HEIRLOOM PARKWAY

CR 248

RONALD REAGAN BOULEVARD

RONALD REAGAN BOULEVARD

RONALD REAGAN BOULEVARD

1.696 ACRE
WASTEWATER EASEMENT
(2023050048)

1.696 ACRE
TEMP. CONSTRUCTION EASEMENT
(2023050049)

1.696 ACRE
TEMP. CONSTRUCTION EASEMENT
(2023050049)

1.696 ACRE
TEMP. CONSTRUCTION EASEMENT
(2023050049)

0.103 ACRE
DRAINAGE EASEMENT
(2006073736)

0.457 ACRE
DRAINAGE EASEMENT
(2006073736)

BM #1

SCALE: 1" = 200'
GRAPHIC SCALE IN FEET
0 100' 200' 400'

LEGEND

- PROPERTY BOUNDARY
- AREA OF IMPROVEMENT #1
- WW — WASTEWATER LINE

PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	6/18/2026	CHECKED BY:	NM

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Exhibit 5 – MIA Water Improvement Map

HEIRLOOM TRACT WATER IMPROVEMENT MAP



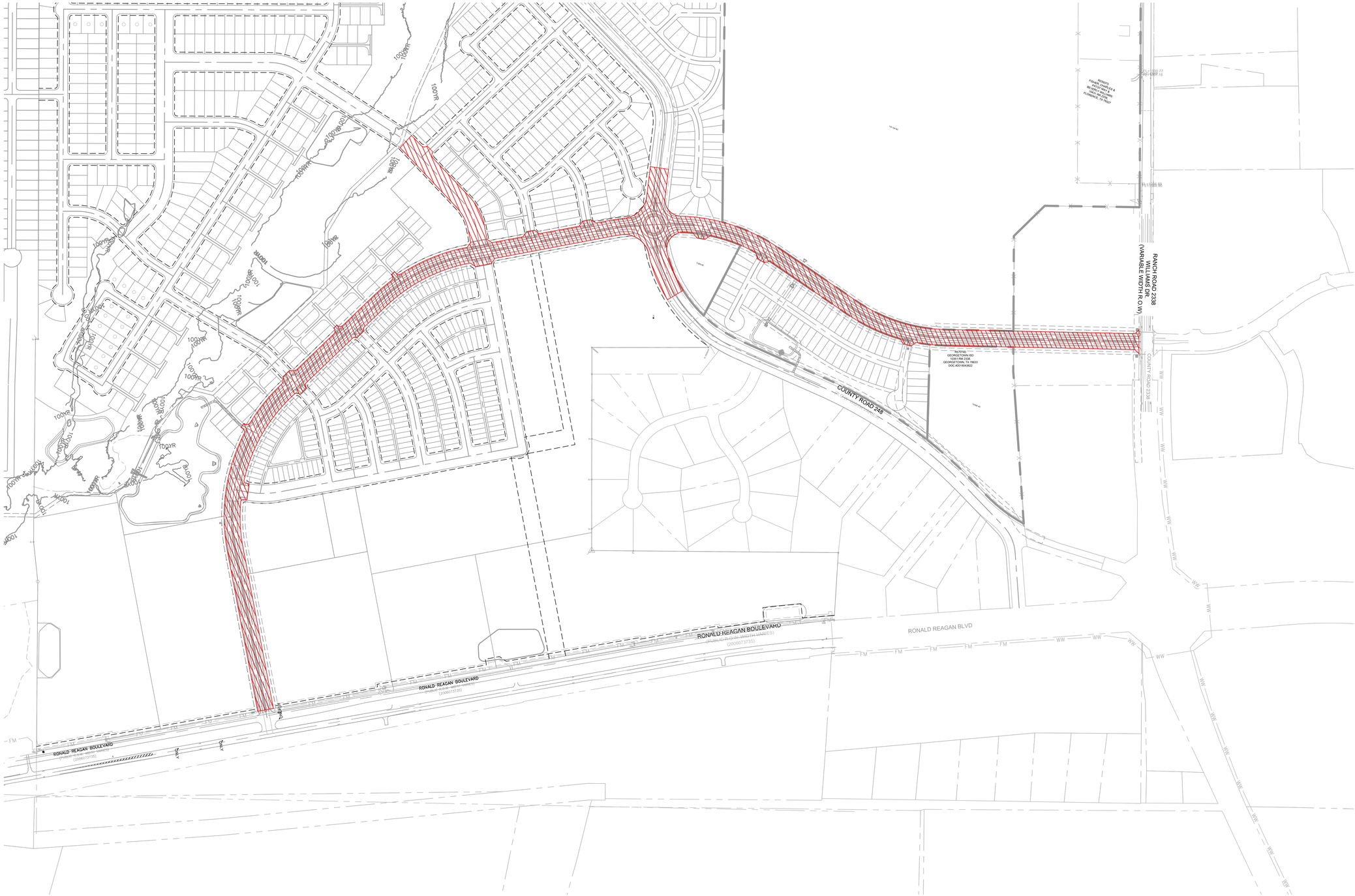
PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	6/18/2026	CHECKED BY:	NM

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Exhibit 6 – MIA Paving Improvement Map

HEIRLOOM TRACT PAVEMENT IMPROVEMENT MAP



PROJECT: 1751-11937 | DRAWN BY: KEL
DATE: 6/18/2026 | CHECKED BY: NM

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5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

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Exhibit 7 – MIA Parkland Improvement Map

R010295
JDS RR LLC
GOLDEN SAGE AVE,
GEORGETOWN, TX 78633
DOC.#2022010857
AFFIDAVIT OF CORRECTION
DOC.#2022053696

R039376
HEIRLOOM EAST TX, LLC
1050 CR248, GEORGETOWN, TX 78633

R660921
WILLIAMSON COUNTY ESD #7
1055 CR 248, GEORGETOWN, TX 78633
DOC.#2024017870

COUNTY ROAD 248

R010295
JDS RR LLC
GOLDEN SAGE AVE,
GEORGETOWN, TX 78633
DOC.#2022010857
AFFIDAVIT OF CORRECTION
DOC.#2022053696

LOT 45
PARKLAND
15.668
AC.

EXISTING CREEK

HEIRLOOM PARKWAY

LOT 9
PARKLAND
11.216 AC.

1
GC
TOWN CENTER
4.90 AC.

2
PARKLAND
TOWN CENTER
1.84 AC.

R652908
JDS RR LLC
GOLDEN SAGE AVE,
GEORGETOWN, TX 78633
DOC.#2023078970

R039364
HEIRLOOM TX LLC
751 CR 248, GEORGETOWN
78633

100YR

SCALE: 1" = 250'
GRAPHIC SCALE IN FEET
0 125' 250' 500'

PARKLAND	11.2114
PARKLAND/FLOODPLAIN	17.5098
TOTAL	**28.7211**

LEGEND

- PROPERTY BOUNDARY
- PHASE BOUNDARY
- PROPOSED STREET CENTERLINE
- PROPOSED LOT LINE
- 100YR — EXISTING 100-YR FLOODPLAIN, PER GC STUDY
- PARKLAND
- PARKLAND/FLOODPLAIN

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946
GRAY

NO.	BY	DATE	REVISION DESCRIPTION

PHASE 01 PARKLANDS EXHIBIT

HEIRLOOM TRACT WEST
PRELIMINARY PLAT
WILLIAMSON COUNTY, TX

PROJECT NO: 11937
DESIGNED BY: OAT
DRAWN BY: OAT
CHECKED BY: NM

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

FOR REVIEW. THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF NICK MARINO 146339 ON SEPTEMBER 08, 2025. IT IS NOT TO USED FOR BIDDING, PERMIT OR CONSTRUCTION

SHEET 01 OF 01

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Exhibit 8 – Engineer's Opinion of Probable Cost

HEIRLOOM PHASE 1
ENGINEER'S OPINION OF
PROBABLE CONSTRUCTION COSTS

PROJECT: HEIRLOOM PHASE 1 BY: NM
BASED ON: Construction Plans DATE: 08/17/26
PREPARED BY: GRAY CIVIL INC. SF LOTS 0

STREET IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	SUBGRADE PREPARATION	60,491	SY	$2.20	$133,080.20
2	SUBGRADE PREPARATION (ADD/ALT)	5,219	SY	$2.00	$10,438.00
3	8" COMPACTED FLEX BASE MATERIAL	1,717	SY	$12.00	$20,604.00
4	8" COMPACTED FLEX BASE MATERIAL (ADD/ALT)	171	SY	$10.50	$1,795.50
5	10" COMPACTED FLEX BASE MATERIAL	1,236	SY	$9.00	$11,124.00
6	10" COMPACTED FLEX BASE MATERIAL (ADD/ALT)	5,048	SY	$11.00	$55,528.00
7	14" COMPACTED FLEX BASE MATERIAL	51,229	SY	$15.25	$781,242.25
8	16" COMPACTED FLEX BASE MATERIAL	6,309	SY	$12.50	$78,862.50
9	2" HMAC PAVEMENT	38,800	SY	$14.50	$562,600.00
10	2" HMAC PAVEMENT (ADD/ALT)	3,430	SY	$14.50	$49,735.00
11	4" HMAC PAVEMENT	4,267	SY	$21.50	$91,740.50
12	6" CONCRETE PAVEMENT (ALLEY)	541	SY	$91.00	$49,231.00
13	STANDARD 6" CONCRETE CURB & GUTTER	14,437	LF	$22.00	$317,614.00
14	STANDARD 6" CONCRETE CURB & GUTTER (ADD/ALT)	1,576	LF	$22.00	$34,672.00
15	RIBBON CURB	1,365	LF	$30.50	$41,632.50
16	6" CURB & GUTTER (SPILL) CURB	14,028	LF	$21.00	$294,588.00
17	6" CURB & GUTTER (SPILL) CURB (ADD/ALT)	1,573	LF	$20.00	$31,460.00
18	MOUNTABLE CURB AND GUTTER	421	LF	$47.00	$19,787.00
19	PEDESTRIAN RAMPS	70	EA	$1,817.00	$127,190.00
20	PEDESTRIAN RAMPS (ADD/ALT)	6	EA	$1,554.00	$9,324.00
21	5' CONCRETE SIDEWALK	433	SY	$58.00	$25,114.00
22	5' CONCRETE SIDEWALK (ADD/ALT)	543	SY	$63.00	$34,209.00
23	10' CONCRETE SIDEWALK	16,136	SY	$53.00	$855,208.00
24	8" CONCRETE ROUNDABOUT TRUCK APRON	573	SY	$215.00	$123,195.00
25	CONCRETE VALLEY GUTTER	10	EA	$7,100.00	$71,000.00
26	COLLECTOR STREET CONCRETE VALLEY GUTTER	3	EA	$9,940.00	$29,820.00
27	TYPE II DRIVEWAY (ADD/ALT)	1	EA	$2,420.00	$2,420.00
28	STREET END BARRICADES	15	EA	$1,246.00	$18,690.00
29	STREET END BARRICADES (ADD/ALT)	2	EA	$1,221.00	$2,442.00
30	SAW CUT AND TIE INTO EXISTING PAVEMENT	4	EA	$45.50	$182.00
31	TRAFFIC CONTROL PLAN	1	LS	$5,209.00	$5,209.00
32	TRAFFIC SIGNAGE	1	LS	$26,906.00	$26,906.00
33	TRAFFIC SIGNAGE (ADD/ALT)	1	LS	$1,230.00	$1,230.00
	SUB-TOTAL STREET IMPROVEMENTS				**$3,917,873.45**

SIGNALIZED INTERSECTION

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	ADD FOURTH LEG OF TRAFFIC SIGNAL AT PARMER RANCH BLVD AND WILLIAMS DR	1	LS	$200,000.00	$200,000.00
2	ADD TRAFFIC SIGNAL AT PARMER RANCH BLVD AND RONALD REAGAN BLVD	1	LS	$875,000.00	$875,000.00
	SUB-TOTAL SIGNALIZED INTERSECTION				**$1,075,000.00**

WASTEWATER IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	8" PVC SDR-26 GRAVITY WASTEWATER LINE (ALL DEPTHS)	5,219	LF	$53.00	$276,607.00
2	8" PVC SDR-26 GRAVITY WASTEWATER LINE (ALL DEPTHS) (ADD/ALT)	820	LF	$50.00	$41,000.00
3	8" PVC 160 PSI PRESSURE PIPE	120	LF	$66.50	$7,980.00
4	12" PVC SDR-26 GRAVITY WASTEWATER LINE (ALL DEPTHS)	6,604	LF	$72.50	$478,790.00
5	12" PVC 160 PSI PRESSURE PIPE	20	LF	$155.50	$3,110.00
6	24" STEEL ENCASEMENT	100	LF	$111.00	$11,100.00
7	PARKLAND WW SERVICE	1	EA	$3,492.00	$3,492.00
8	4' DIA. STANDARD WASTEWATER MANHOLE	24	EA	$5,974.00	$143,376.00
9	4' DIA. STANDARD WASTEWATER MANHOLE (ADD/ALT)	3	EA	$5,948.00	$17,844.00
10	4' DIA. EXTERNAL DROP MANHOLE	2	EA	$7,537.00	$15,074.00
11	4' DIA. BOLTED AND GASKETED WASTEWATER MANHOLE	1	EA	$6,203.00	$6,203.00
12	5' DIA. STANDARD WASTEWATER MANHOLE	1	EA	$8,179.00	$8,179.00
13	5' DIA. EXTERNAL DROP MANHOLE	1	EA	$10,602.00	$10,602.00
14	5' DIA. BOLTED AND GASKETED WASTEWATER MANHOLE	22	EA	$8,292.00	$182,424.00
15	5' DIA. EXTERNAL DROP BOLTED AND GASKETED WASTEWATER MANHOLE	2	EA	$11,735.00	$23,470.00
16	EXTRA DEPTH 4' DIA. MANHOLE EXTENSION	98	VLF	$281.00	$27,538.00
17	EXTRA DEPTH 4' DIA. MANHOLE EXTENSION (ADD/ALT)	6	VLF	$410.00	$2,460.00
18	EXTRA DEPTH 5' DIA. MANHOLE EXTENSION	145	VLF	$491.00	$71,195.00
19	SINGLE WASTEWATER SERVICE (ADD/ALT)	5	EA	$3,778.00	$18,890.00
20	DOUBLE WASTEWATER SERVICE (ADD/ALT)	4	EA	$4,562.00	$18,248.00
21	CORE INTO EXISTING MANHOLE	1	EA	$4,007.00	$4,007.00
22	REMOVE & REPAIR EXISTING LIFT STATION ROAD	1	LS	$1,717.00	$1,717.00
23	TRENCH SAFETY SYSTEM	11,665	LF	$1.00	$11,665.00
24	TRENCH SAFETY SYSTEM (ADD/ALT)	820	LF	$1.00	$820.00
	SUB-TOTAL WASTEWATER IMPROVEMENTS				**$1,385,791.00**

WATER IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	8" PVC C-900	707	LF	$49.00	$34,643.00
2	8" PVC C-901 (ADD/ALT)	129	LF	$51.00	$6,579.00
3	12" PVC C-900	8,013	LF	$74.50	$596,968.50
4	12" PVC C-901 (ADD/ALT)	795	LF	$75.00	$59,625.00
5	ENCASED 12" PVC C-900	189	LF	$135.00	$25,515.00
6	PARKLAND W SERVICE	1	EA	$3,794.00	$3,794.00
7	8" GATE VALVE WITH BOX AND COVER	10	EA	$2,944.00	$29,440.00
8	8" GATE VALVE WITH BOX AND COVER (ADD/ALT)	1	EA	$2,886.00	$2,886.00
9	12" RESILIENT GATE VALVE WITH BOX AND COVER	16	EA	$4,916.00	$78,656.00
10	12" RESILIENT GATE VALVE WITH BOX AND COVER (ADD/ALT)	1	EA	$4,820.00	$4,820.00
11	2" AIR RELEASE VALVE	2	EA	$5,852.00	$11,704.00
12	2" AIR RELEASE VALVE (ADD/ALT)	1	EA	$6,623.00	$6,623.00
13	2" FLUSH VALVE (ADD/ALT)	1	EA	$5,017.00	$5,017.00
14	FIRE HYDRANT ASSEMBLY	20	EA	$8,315.00	$166,300.00
15	FIRE HYDRANT ASSEMBLY (ADD/ALT)	2	EA	$8,564.00	$17,128.00
16	SINGLE WATER SERVICE (ADD/ALT)	3	EA	$3,705.00	$11,115.00
17	DOUBLE WATER SERVICE (ADD/ALT)	5	EA	$4,092.00	$20,460.00
18	24" WET CONNECTION	2	EA	$27,444.00	$54,888.00
19	TIE INTO 30" EXISTING LINE	1	EA	$27,756.00	$27,756.00
20	TRENCH SAFETY SYSTEM	8,725	LF	$0.50	$4,362.50
21	TRENCH SAFETY SYSTEM (ADD/ALT)	924	LF	$0.50	$462.00
	SUB-TOTAL WATER IMPROVEMENTS				**$1,168,742.00**

DRAINAGE IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	18" RCP CL. III STORM SEWER (ALL DEPTHS)	2,109	LF	$61.00	$128,649.00
2	18" RCP CL. III STORM SEWER (ALL DEPTHS) (ADD/ALT)	398	LF	$60.00	$23,880.00
3	24" RCP CL. III STORM SEWER (ALL DEPTHS)	1,133	LF	$81.00	$91,773.00
4	24" RCP CL. III STORM SEWER (ALL DEPTHS) (ADD/ALT)	63	LF	$82.00	$5,166.00
5	30" RCP CL. III STORM SEWER (ALL DEPTHS)	459	LF	$101.00	$46,359.00
6	36" RCP CL. III STORM SEWER (ALL DEPTHS)	1,130	LF	$148.00	$167,240.00
7	42" RCP CL. III STORM SEWER (ALL DEPTHS)	250	LF	$211.00	$52,750.00
8	48" RCP CL. III STORM SEWER (ALL DEPTHS)	783	LF	$247.00	$193,401.00
9	60" RCP CL. III STORM SEWER (ALL DEPTHS)	608	LF	$422.00	$256,576.00
10	60" GASKETED RCP CL. III STORM SEWER (ALL DEPTHS)	224	LF	$496.00	$111,104.00
11	5' X 5' GASKETED RCB (ALL DEPTHS)	151	LF	$542.00	$81,842.00
12	4' X 4' REINFORCED CONCRETE BOX MANHOLE	1	EA	$5,408.00	$5,408.00
13	4' X 4' REINFORCED CONCRETE BOX MANHOLE (ADD/ALT)	1	EA	$4,977.00	$4,977.00
14	5' X 5' REINFORCED CONCRETE BOX MANHOLE	2	EA	$6,528.00	$13,056.00
15	6' X 6' REINFORCED CONCRETE BOX MANHOLE	2	EA	$8,066.00	$16,132.00
16	7' X 7' REINFORCED CONCRETE BOX MANHOLE	4	EA	$12,618.00	$50,472.00
17	4' DIA MANHOLE	2	EA	$5,194.00	$10,388.00
18	5' DIA MANHOLE	2	EA	$6,417.00	$12,834.00
19	6' DIA MANHOLE	1	EA	$7,698.00	$7,698.00
20	4' X 4' AREA INLET	4	EA	$4,622.00	$18,488.00
21	10' STANDARD STORMWATER CURB INLET	22	EA	$5,860.00	$128,920.00
22	10' STANDARD STORMWATER CURB INLET (ADD/ALT)	2	EA	$5,330.00	$10,660.00
23	CHANNEL B NORTH - 3' WIDE GRASS LINED CHANNEL	713	LF	$20.00	$14,260.00
24	CHANNEL B SOUTH - 3' WIDE GRASS LINED CHANNEL	815	LF	$21.50	$17,522.50
25	CHANNEL C - 4' WIDE GRASS LINED CHANNEL	1,460	LF	$32.50	$47,450.00
26	CHANNEL D - 5' WIDE GRASS LINED CHANNEL	302	LF	$15.50	$4,681.00
27	CHANNEL E - 15' WIDE GRASS LINED CHANNEL	730	LF	$18.00	$13,140.00
28	CHANNEL F - 8' WIDE GRASS LINED CHANNEL	1,134	LF	$18.50	$20,979.00
29	TEMPORARY CHANNEL - 3' WIDE GRASS LINED (ADD/ALT)	379	LF	$16.00	$6,064.00
30	24" HEADWALL W/ DISSIPATORS	1	EA	$6,530.00	$6,530.00
31	24" SET PER TXDOT DETAIL	2	EA	$3,777.00	$7,554.00
32	24" SLOPED HEADWALL (ADD/ALT)	1	EA	$2,870.00	$2,870.00
33	30" SET PER TXDOT DETAIL	4	EA	$4,450.00	$17,800.00
34	36" HEADWALL	1	EA	$7,608.00	$7,608.00
35	48" HEADWALL	1	EA	$12,351.00	$12,351.00
36	48" HEADWALL W/ DISSIPATORS	1	EA	$14,976.00	$14,976.00
37	60" HEADWALL W/ DISSIPATORS	1	EA	$19,812.00	$19,812.00
38	5' X 5' RCB HEADWALL W/ DISSIPATORS	1	EA	$21,979.00	$21,979.00
39	CONCRETE RIPRAP	55	SY	$174.00	$9,570.00
40	ROCK RIPRAP (ADD/ALT)	30	SY	$61.00	$1,830.00
41	WROUGHT IRON FENCE	100	LF	$85.00	$8,500.00
42	WROUGHT IRON FENCE (ADD/ALT)	190	LF	$84.00	$15,960.00
43	TRENCH SAFETY SYSTEM	6,905	LF	$1.00	$6,905.00
44	TRENCH SAFETY SYSTEM (ADD/ALT)	461	LF	$1.00	$461.00
	SUB-TOTAL DRAINAGE IMPROVEMENTS				**$1,716,575.50**

EROSION CONTROL IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	SILT FENCE FOR EROSION CONTROL	15,749	LF	$4.00	$62,996.00
2	SILT FENCE FOR EROSION CONTROL (ADD/ALT)	756	LF	$4.00	$3,024.00
3	INLET PROTECTION	26	EA	$102.00	$2,652.00
4	INLET PROTECTION (ADD/ALT)	2	EA	$100.00	$200.00
5	RESTORATION & REVEGETATION	53,567	SY	$1.90	$101,777.30
6	RESTORATION & REVEGETATION (ADD/ALT)	4,094	SY	$2.00	$8,188.00
7	STABILIZED CONSTRUCTION ENTRANCE	2	EA	$1,244.00	$2,488.00
8	RETAINING WALL (ADD/ALT)	1,144	SF	$24.00	$27,456.00
9	ROCK BERM	150	LF	$28.00	$4,200.00
10	ROCK BERM (ADD/ALT)	16	LF	$28.00	$448.00
11	DEMO EXISTING STRUCTURES	1	LS	$98,145.00	$98,145.00
12	STORMWATER POLLUTION PREVENTION PLAN	1	LS	$1,105.00	$1,105.00
13	TREE PROTECTION	6,573	LF	$4.50	$29,578.50
14	TREE PROTECTION (ADD/ALT)	350	LF	$4.00	$1,400.00
	SUB-TOTAL EROSION CONTROL				**$343,657.80**

CLEARING AND GRADING IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	CLEARING & GRUBBING	39	AC	$2,030.00	$79,170.00
2	CLEARING & GRUBBING (ADD/ALT)	2	AC	$2,011.00	$4,022.00
3	EXCAVATION	38,805	CY	$5.00	$194,025.00
4	EXCAVATION (ADD/ALT)	1,600	CY	$5.00	$8,000.00
5	EMBANKMENT	47,616	CY	$2.15	$102,374.40
6	EMBANKMENT (ADD/ALT)	13,876	CY	$1.75	$24,283.00
7	MATERIALS TESTING	1	LS	$170,261.00	$170,261.00
8	HAUL & PLACE GENERATED SPOILS	94,797	CY	$1.75	$165,894.75
	SUB-TOTAL CLEARING AND GRADING IMPROVEMENTS				**$748,030.15**

PARKLAND IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	TRAILS	1	LS	$750,000.00	$750,000.00
2	COMMON AREA LANDSCAPING	1	LS	$1,000,000.00	$1,000,000.00
3	PARK IMPROVEMENTS	1	LS	$250,000.00	$250,000.00
	SUB-TOTAL PARKLAND IMPROVEMENTS				**$2,000,000.00**

DESIGN AND ENGINEERING

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	DESIGN AND ENGINEERING	1	LS	$1,001,000.00	$1,001,000.00
	SUB-TOTAL SOFT COSTS				**$1,001,000.00**

DISTRICT FORMATION

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	FORMATION OF PID DISTRICT	1	LS	$300,000.00	$300,000.00
	SUB-TOTAL SOFT COSTS				**$300,000.00**

PROJECT MANAGEMENT FEE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	PROJECT MANAGEMENT FEE (4%)	1	LS	$494,226.80	$494,226.80
	SUB-TOTAL TRADITION TRAIL IMPROVEMENTS				**$494,226.80**

SUMMARY

ITEM	DESCRIPTION	GISD (9%)	HEIRLOOM	TOTAL
1	STREET IMPROVEMENTS	$352,608.61	$3,565,264.84	$3,917,873.45
2	SIGNALIZED INTERSECTION	$96,750.00	$978,250.00	$1,075,000.00
3	WASTEWATER IMPROVEMENTS	$124,721.19	$1,261,069.81	$1,385,791.00
4	WATER IMPROVEMENTS	$105,186.78	$1,063,555.22	$1,168,742.00
5	DRAINAGE IMPROVEMENTS	$154,491.80	$1,562,083.71	$1,716,575.50
6	EROSION CONTROL IMPROVEMENTS	$30,929.20	$312,728.60	$343,657.80
7	CLEARING AND GRADING IMPROVEMENTS	$67,322.71	$680,707.44	$748,030.15
8	PARKLAND IMPROVEMENTS	$180,000.00	$1,820,000.00	$2,000,000.00
9	DESIGN AND ENGINEERING	$90,090.00	$910,910.00	$1,001,000.00
10	DISTRICT FORMATION	$0.00	$300,000.00	$300,000.00
11	PROJECT MANAGEMENT FEE	$44,480.41	$449,746.38	$494,226.80
	SUB-TOTAL	$1,246,580.70	$12,904,315.99	**$14,150,896.70**
	12% CONTINGENCY	$144,252.03	$1,494,548.35	**$1,638,800.39**
TOTAL PHASE 1 COSTS W/ CONTINGENCY		**$1,390,832.74**	**$14,398,864.35**	**$15,789,697.08**

Exhibit 9 – Construction Schedule

Heirloom Tract

Major Improvement Area	
	Date of Construction
A. Streets	2026
B. Wastewater	2026
C. Water	2026

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
First and Final Reading - Ordinance Authorizing Issuance of Bond for Heirloom Public Improvement District (PID)

SUGGESTED ACTION:
Consideration and possible action to approve on first and final reading an Ordinance authorizing the issuance of the "City Of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)"; approving and authorizing an Indenture of Trust, a Bond Purchase Agreement, an Offering Memorandum, a Continuing Disclosure Agreement and Other Agreements and documents in connection therewith; Making Findings with respect to the issuance of such bonds; and Providing an effective date -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
On August 26, 2025, in accordance with the requirements of the Texas Local Government Code Chapter 372 (the "PID Act") and after notice and hearing, the City Council passed and approved Resolution No. 082625-6.P (the "Creation Resolution") authorizing the creation of Heirloom Public Improvement District (the "PID").

In the Assessment Ordinance Council approved and accepted the Service and Assessment Plan and levied the Major Improvement Area Assessments in the Major Improvement Area of the District as shown on the Assessment Roll. Council has also found and determined that it is in the best interests of the City to issue its bonds to be designation "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)". The Bonds are payable from and secured by the Pledged Revenues, as defined in the Indenture and other assets pledged under the Indenture to the payment of the Bonds.

The City is authorized by the PID Act to issue the Bonds for the purpose of (i) paying a portion of the Actual Costs of the Major Improvement Area Improvements, (ii) paying the Administrative Reserves related to the Bonds, (iii) paying Bond Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds, and (v) paying the interest on the Bonds during and after the period of construction (all as defined in the Indenture).

In connection with the issuance of the Bonds, the Major Improvement Area Improvements (as defined in the Service and Assessment Plan) are located within the District, and the City has determined that the Major Improvement Area Authorized Improvements (as defined in the Service and Assessment Plan) confer a special benefit on Major Improvement Area in the District as provided in Section V.C. of the Service and Assessment Plan.

Council has found and determined to approve (i) the issuance of the Bonds to finance the Major Improvement Area Authorized Improvements, (ii) the form, terms and provisions of the Indenture securing the Bonds authorized hereby, (iii) the form, terms and provisions of a Bond Purchase

Agreement between the City and the purchaser of the Bonds, (iv) an Offering Memorandum, and (v) a Continuing Disclosure Agreement.

FINANCIAL IMPACT:
None.

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
Bond Ordinance_Heirloom PID (w exhibits).pdf
Heirloom PID_ORD_Caption_2026-10-13.pdf

ORDINANCE NO. ___

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF GEORGETOWN, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)"; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, AN OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Georgetown, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code (the "PID Act"), has previously created the Heirloom Public Improvement District, (the "District"), pursuant to Resolution No. 082625-6.P (the "Creation Resolution") adopted by the City Council of the City (the "Council") on August 26, 2025; and

WHEREAS, following the adoption of the Creation Resolution, the City filed a copy of the Creation Resolution with the County Clerk of Williamson County, Texas; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the recording of the Creation Resolution; and

WHEREAS, the District is expected to be developed in phases beginning with an area designated as the "Major Improvement Area" within the District, which is comprised of approximately 622 acres located within the District ("Major Improvement Area") and wholly located within Williamson County, Texas; and

WHEREAS, pursuant to the PID Act, on September 30, 2026, the Council published notice of the assessment hearing in *The Williamson County Sun*, a newspaper of general circulation in the City, and held a public hearing on October 13, 2026, regarding the levy of special assessments within the Major Improvement Area of the District, and on October 13, 2026, the Council adopted Ordinance No. ____ (the "Assessment Ordinance"); and

WHEREAS, in the Assessment Ordinance, the Council approved and accepted the Service and Assessment Plan (the "Service and Assessment Plan") and levied the Major Improvement Area Assessments (as defined in the Service and Assessment Plan) in the Major Improvement Area of the District as shown on the Major Improvement Area Assessment Roll (as defined and described in the Service and Assessment Plan); and

WHEREAS, the Council has found and determined that it is in the best interests of the City to issue its bonds to be designated "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)" (the "Bonds"), such Bonds to be payable from and secured by the Pledged Revenues, as defined in the Indenture (defined below) and other assets pledged under the Indenture to the payment of the Bonds; and

WHEREAS, the City is authorized by the PID Act to issue the Bonds for the purpose of (i) paying a portion of the Actual Costs of the Major Improvement Area Improvements, (ii) paying the Administrative Reserves related to the Bonds, (iii) paying Bond Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds, and (iv) paying the interest on the Bonds during and after the period of construction (all as defined in the Indenture); and

WHEREAS, in connection with the issuance of the Bonds, the Major Improvement Area Improvements (as defined in the Service and Assessment Plan) are located within the District, and the City has determined that the Major Improvement Area Authorized Improvements (as defined in the Service and Assessment Plan) confer a special benefit on Major Improvement Area in the District as provided in Section V.C. of the Service and Assessment Plan; and

WHEREAS, the Council has found and determined to approve (i) the issuance of the Bonds to finance the Major Improvement Area Authorized Improvements, (ii) the form, terms and provisions of the Indenture securing the Bonds authorized hereby, (iii) the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) an Offering Memorandum (defined below), and (v) a Continuing Disclosure Agreement (defined below); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein.

Section 2. Approval of Issuance of Bonds and Indenture.

(a) The issuance of the Bonds in the principal amount of $20,895,000* for the purpose of (i) paying a portion of the Actual Costs of the Major Improvement Area Improvements, (ii) paying the Administrative Reserves related to the Bonds, (iii) paying Bond Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds, and (iv) paying the interest on the Bonds during and after the period of construction (all as defined in the Indenture).

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of November 1, 2026, between the City and UMB Bank, N.A., as trustee (the "Trustee"), with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor or Mayor Pro Tem of the City, such approval to be evidenced by the execution and delivery of the Indenture, which Indenture is hereby approved in substantially final form attached hereto as **Exhibit A** and incorporated herein as a part hereof for all purposes. The Mayor or Mayor Pro-Tem of the City is hereby authorized and directed to execute

* Preliminary, subject to change.

the Indenture and the City Secretary or Deputy City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amount or amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture, with such insertions, omissions and modifications as may be required to conform the form of Bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate (as defined in the Indenture) pledged to the Bonds, and shall never be payable from ad valorem taxes or any other funds or revenues of the City.

Section 3. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, attached hereto as **Exhibit B** and incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interest of the City. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be required to carry out the purpose of this Ordinance and approved by the City Manager, and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement. The Mayor's or Mayor Pro Tem's signature on the Bond Purchase Agreement may be attested by the City Secretary or Deputy City Secretary.

Section 4. Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto and the final Limited Offering Memorandum (the "Offering Memorandum") presented to and considered at the meeting at which this Ordinance is considered are hereby in all respects approved and adopted. The Offering Memorandum, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute, and the City Secretary is hereby authorized and directed to attest, the Offering Memorandum. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Offering Memorandum by the Council, the Council is not responsible for and proclaims no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Offering Memorandum pertaining to the Major Improvement Area Improvements, the Developers (as defined in the Offering Memorandum) or its financial ability, any builders, any landowners, or the appraisal of the property in the District.

Section 5. Continuing Disclosure Agreement. The Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") between the City and UMB Bank, N.A., as dissemination agent, is hereby authorized and approved in substantially final form attached hereto as **Exhibit C** and incorporated herein as a part hereof for all purposes and the City Manager of the City is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to

carry out the purpose of this Ordinance and approved by the City Manager, such approval to be evidenced by the execution thereof.

Section 6. Bond Counsel's Opinion. The obligation of the Underwriter to accept delivery of the Bonds is subject to the Underwriter being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the City, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the Underwriter. The engagement of such firm as bond counsel to the City in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter, to the extent desired by the City, between the City and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor, and the Mayor is hereby authorized to execute such engagement letter. Additionally, a closing instruction letter executed by the City's Chief Financial Officer shall further provide for the fees and expenses to be paid for such bond counsel services.

Section 7. Additional Actions. The Mayor, Mayor Pro-Tem, City Manager, Assistant City Manager, Chief Financial Officer and the City Secretary or Deputy City Secretary are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, Mayor Pro-Tem, City Manager, Assistant City Manager, Chief Financial Officer and the City Secretary or Deputy City Secretary are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance.

Section 8. Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 9. Effective Date. This Ordinance is passed on one reading as authorized by Texas Government Code, Section 1201.028, and shall be effective immediately upon its passage and adoption.

[Remainder of page left blank intentionally]

PASSED, APPROVED AND EFFECTIVE THIS 13TH DAY OF OCTOBER, 2026.

_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

[Signature Page]

EXHIBIT A

INDENTURE OF TRUST

INDENTURE OF TRUST

By and Between

CITY OF GEORGETOWN, TEXAS

and

UMB BANK, N.A.,
AS TRUSTEE

DATED AS OF NOVEMBER 1, 2026

SECURING

$[_____]

CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

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INDENTURE OF TRUST

THIS INDENTURE, dated as of November 1, 2026, is by and between the CITY OF GEORGETOWN, TEXAS (the "*City*"), and UMB Bank, N.A., a national banking association, as trustee (together with its successors, the "*Trustee*"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted and filed with the City Secretary (the "*City Secretary*") of the City pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "*PID Act*"), requesting the creation of a public improvement district located within the extraterritorial jurisdiction of the City to be known as Heirloom Public Improvement District (the "*District*" or "*PID*") to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the PID Act that are necessary for development of the District, which public improvements will include, but not be limited to, streets, roadway construction, water, wastewater, and drainage facilities and improvements, parkland improvements and other improvement projects; and

WHEREAS, the petition contained the signatures of the record owners of taxable real property representing more than 50% of the appraised value of the real property liable for assessments within the District, as determined by the then current ad valorem tax rolls of the Williamson Central Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than 50% of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on August 26, 2025, after due notice, the City Council (the "*City Council*") of the City held the public hearing in the manner required by law on the advisability of the improvement projects described in the petition as required by Section 372.009 of the PID Act and on August 28, 2025, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 082625-6.P (the "*Creation Resolution*"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, following the adoption of the Creation Resolution, the City filed a copy of the Creation Resolution with the County Clerk of Williamson County, Texas; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the effective date of the Creation Resolution; and

WHEREAS, the District will be developed as a single-family and multifamily residential development, in accordance with the Development and Construction Agreement (Heirloom) (as amended, the "*Development and Construction Agreement*"), entered into between Heirloom East Tx, LLC, a Delaware limited liability company ("*Heirloom East*"), HEIRLOOMTX, LLC, a Delaware limited liability company ("*Heirloom Tx*" and collectively with Heirloom East, the

"*Developer*"), Georgetown Independent School District ("*GISD*"), and the City on August 27, 2025, and recorded in the Official Public Records of Williamson County, Texas as Document No. 2026023941; and

WHEREAS, on September 22, 2026, the City Council found and determined to authorize and approve in substantially final form the PID Construction, Financing and Reimbursement Agreement Heirloom Public Improvement District between the City, the Developer and GISD, dated as of September 22, 2026 (the "*Financing Agreement*"), pursuant to which the Developer has agreed to construct the Major Improvement Area Improvements and Future Improvement Area Improvements as defined and identified in the Service and Assessment Plan, and the City has agreed to reimburse the Developer for the costs of constructing such improvements from the Assessments or, after bonds are issued as allowed by the PID Act, from the proceeds of said bonds; and

WHEREAS, pursuant to the PID Act, the proposed assessment roll for the Major Improvement Area Assessed Property (defined herein) (the "*Major Improvement Area Assessment Roll*") and service and assessment plan were filed with the City Secretary; and

WHEREAS, pursuant to Section 372.016(b) of the PID Act, the statutory notice of a public hearing to be held by the City Council on October 13, 2026 was published on September 30, 2026, in *The Williamson County Sun*, a newspaper of general circulation in the City, advising that the City Council would consider the levy of the proposed assessments on the Major Improvement Area Assessed Property (the "*Major Improvement Area Assessments*") on real property within the District; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Major Improvement Area Assessment Roll and the Service and Assessment Plan and the levy of the Major Improvement Area Assessments on property within Major Improvement Area of the District to the address of record at Williamson Central Appraisal District, such address being the last known address of the owners of the property liable for the Major Improvement Area Assessments; and

WHEREAS, after notice was provided as required by the PID Act, the City Council on October 13, 2026, held a public hearing to consider the levy of the proposed Major Improvement Area Assessments on property within the Major Improvement Area of the District, at which any and all persons who appeared, or requested to appear, in person or by authorized electronic means as provided in the notice of public hearing published on September 30, 2026 or by their attorney, were given the opportunity to contend for or contest the Major Improvement Area Assessment Roll, and the proposed Major Improvement Area Assessments, and to offer testimony pertinent to any issue presented on the amount of the Major Improvement Area Assessments, the allocation of the Actual Costs of the authorized improvements to be undertaken for the benefit of all property to be assessed within the Major Improvement Area of the District (the "*Major Improvement Area Authorized Improvements*"), the purposes of the Major Improvement Area Assessments, the special benefits of the Major Improvement Area Authorized Improvements, and the penalties and interest on Annual Installments and on delinquent Annual Installments of the Major Improvement Area Assessments; and

WHEREAS, the City Council convened the hearing on October 13, 2026, at which there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of Actual Costs, the Major Improvement Area Assessment Roll, or the levy of the Major Improvement Area Assessments; and

WHEREAS, the City Council closed the hearing and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and passed, approved and adopted the Assessment Ordinance on a second and final reading, which Assessment Ordinance approved the Major Improvement Area Assessment Roll and levied the Major Improvement Area Assessments; and

WHEREAS, on October 13, 2026, in connection with the levy of the Major Improvement Area Assessments, concurrently therewith, the Developer, being the owner of the taxable property located within the Major Improvement Area of the District, each executed a Landowner Certificate (defined herein), wherein the Developer, among other things, approved and accepted the Assessment Ordinance and the Service and Assessment Plan, including the Major Improvement Area Assessment Roll, consented to and accepted the levy of the Major Improvement Area Assessments against its properties located within the Major Improvement Area of the District, and agreed to pay the Major Improvement Area Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue its City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project) (the "*Bonds*") payable from the Pledged Revenues (defined herein) for the purpose of (i) paying a portion of the Actual Costs of the Major Improvement Area Improvements, (ii) paying the Administrative Reserves related to the Bonds, (iii) paying Bond Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds, and (iv) paying the interest on the Bonds during and after the period of construction; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds Similarly Secured by the Holders thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Holders, a first lien on, security interest in, and pledge of all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "*Trust Estate*"):

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, including all moneys and investments held in the Pledged Funds, and including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof; and

THIRD GRANTING CLAUSE

Any and all proceeds of the foregoing property and proceeds from the investment of the foregoing property;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Holders of the Bonds Similarly Secured from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds Similarly Secured in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on the Bonds Similarly Secured at the times and in the manner stated in the Bonds Similarly Secured, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

IN ADDITION, the Bonds Similarly Secured are special, limited obligations of the City payable solely from the Trust Estate, as and to the extent provided in this Indenture. The Bonds Similarly Secured do not give rise to a charge against the general credit or taxing powers of the City and are not payable except as provided in this Indenture. Notwithstanding anything to the contrary herein, the Holders of the Bonds Similarly Secured shall never have the right to demand payment thereof out of any funds of the City other than the Trust Estate. The City shall have no legal or moral obligation to pay for the Bonds Similarly Secured out of any funds of the City other than the Trust Estate.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds Similarly Secured issued and secured hereunder are to be issued, authenticated, and

delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Holders from time to time of the Bonds Similarly Secured as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. **Definitions.**

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

"*Account*", in the singular, means any of the accounts established pursuant to Section 6.1 of this Indenture, and "*Accounts*", in the plural, means, collectively, all accounts established pursuant to Section 6.1 of this Indenture.

"*Actual Cost(s)*" means, with respect to the Major Improvement Area Projects, the actual costs paid or incurred by or on behalf of the Developer: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities, including a 4.0% construction management fee. Actual Costs shall not include general contractor's fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

"*Additional Interest*" means the amount collected by application of the Additional Interest Rate.

"*Additional Interest Rate*" means the additional 0.50% interest charged on the Major Improvement Area Assessments as authorized by Section 372.018 of the PID Act.

"*Additional Obligations*" means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary notes, or time warrants, secured in whole or in part by an assessment, other than the Major Improvement Area Assessments securing

the Bonds Similarly Secured, levied against property within the Major Improvement Area of the District in accordance with the PID Act.

"*Administrative Fund*" means that Fund established by Section 6.1 and administered pursuant to Section 6.9.

"*Administrative Reserves*" means the estimated first year Annual Collection Costs.

"*Administrator*" means the City, or the person or independent firm designated by the City who shall have the responsibility provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City Council related to the duties and responsibility of the administration of the District.

"*Annual Collection Costs*" means the actual or budgeted costs and expenses relating to collecting the Annual Installments, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to the Major Improvement Area Assessments and Annual Installments; (4) preparing and maintaining records with respect to the Major Improvement Area Assessment Roll and Annual Service Plan Updates; (5) issuing, paying, and redeeming Bonds Similarly Secured; (6) investing or depositing Major Improvement Area Assessments and Annual Installments; (7) complying with the Service and Assessment Plan and the PID Act with respect to the administration of the District, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with Bonds Similarly Secured, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"*Annual Debt Service*" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds Similarly Secured in such Bond Year (excluding interest paid from funds on deposit in the Capitalized Interest Account of the Bond Fund), assuming that the Outstanding Bonds Similarly Secured are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds Similarly Secured due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"*Annual Installment*" means the annual installment payment of a Major Improvement Area Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

"*Annual Service Plan Update*" means an update to the Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council, in accordance with the PID Act.

"*Applicable Laws*" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"*Assessed Property*" or "*Assessed Properties*" means any Parcel within the District that benefits from an Authorized Improvement and on which Assessments have been levied as shown on an Assessment Roll (as the same may be updated each year by an update to a Service and Assessment Plan).

"*Assessment*" means an assessment levied against a Parcel imposed pursuant to an assessment ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"*Assessment Ordinance*" means Ordinance No. [_____] adopted by the City Council on October 13, 2026, that levied the Major Improvement Area Assessments, as shown on the Major Improvement Area Assessment Roll.

"*Assessment Revenues*" means the revenues received by the City from the collection of the Major Improvement Area Assessments, including Prepayments, Annual Installments and Foreclosure Proceeds.

"*Assessment Roll(s)*" means any assessment roll for the Assessed Property within the District, including the Major Improvement Area Assessment Roll included in the Service and Assessment Plan as Exhibit F thereto, as updated, modified, or amended from time to time in accordance with the procedures set forth in the Service and Assessment Plan and in the PID Act, including updates prepared in connection with the levy of an Assessment, the issuance of Bonds Similarly Secured, or in connection with any Annual Service Plan Update.

"*Attorney General*" means the Attorney General of the State.

"*Authorized Denomination*" means, with respect to the Bonds, $25,000 and any integral multiple of $1,000 in excess thereof. The City prohibits any Bond to be issued in a denomination of less than $25,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than $25,000, and, unless made pursuant to Section 4.5 herein, any attempt to accomplish either of the foregoing shall be void and of no effect, provided, however, that if the total principal amount of any Outstanding Bond is less than $25,000, then the Authorized Denomination of such Outstanding Bond shall be the amount of such Outstanding Bond. With respect to Refunding Bonds, such term shall have the meaning ascribed thereto in the Supplemental Indenture authorizing the issuance of such Refunding Bonds.

"*Authorized Improvements*" means improvements authorized by Section 372.003 of the PID Act as described in Section III and depicted on Exhibit I to the Service and Assessment Plan.

"*Bond*" means any of the Bonds.

"*Bond Counsel*" means McCall, Parkhurst & Horton L.L.P. or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"*Bond Date*" means the date designated as the initial date of the Bonds by Section 3.2(a) of this Indenture.

"*Bond Fund*" means the Fund established pursuant to Section 6.1 and administered pursuant to Section 6.4.

"*Bond Issuance Costs*" means the costs associated with issuing Bonds Similarly Secured, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, reserve fund requirements, underwriter's discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of Bonds Similarly Secured.

"*Bond Ordinance*" means Ordinance No. [_____] adopted by the City Council on October 13, 2026, authorizing the issuance of the Bonds pursuant to this Indenture.

"*Bond Pledged Revenue Account*" means the Account in the Pledged Revenue Fund established pursuant to Section 6.1 of this Indenture.

"*Bond Year*" means the one-year period beginning on September 15 in each year and ending on September 14 in the following year.

"*Bonds*" means the City's bonds authorized to be issued by Section 3.1 of this Indenture entitled "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)."

"*Bonds Similarly Secured*" means, collectively, any Outstanding Bonds and Refunding Bonds.

"*Business Day*" means any day other than a Saturday, Sunday or legal holiday in the State observed as such by the City or the Trustee or any national holiday observed by the Trustee.

"*Capitalized Interest Account*" means the Account in the Bond Fund established pursuant to Section 6.1 of this Indenture.

"*Certification for Payment*" means a certificate given pursuant to the Financing Agreement executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the written approval of a City Representative, specifying the amount of work performed and the cost thereof, presented to the Trustee to request payment for Actual Costs from money on deposit in the Project Fund. The Form of Certification for Payment is attached to the Financing Agreement as Exhibit A thereto.

"*City Certificate*" means a certificate signed by the City Representative and delivered to the Trustee.

"*City Council*" means the governing body of the City.

"*City Representative*" means that official or agent of the City authorized by the City Council to undertake the action referenced herein as evidenced by a written incumbency certificate provided to the Trustee. Such certificate may designate alternates, each of whom shall be entitled to perform all duties of the City Representative.

"*Closing Date*" means the date of the initial delivery of and payment for the applicable series of Bonds Similarly Secured.

"*Code*" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"*Comptroller*" means the Comptroller of Public Accounts of the State.

"*Continuing Disclosure Agreement of Heirloom East*" means the agreement executed between Heirloom East, the Administrator and dissemination agent in connection with the issuance of the Bonds pursuant to which the Heirloom East agrees to provide certain information regarding the development of the District and the Major Improvement Area Projects for the benefit of the Holders of the Bonds (including Holders of beneficial interests of the Bonds).

"*Continuing Disclosure Agreement of Heirloom Tx*" means the agreement executed between Heirloom Tx, the Administrator and dissemination agent in connection with the issuance of the Bonds pursuant to which Heirloom Tx agrees to provide certain information regarding the development of the District and the Major Improvement Area Projects for the benefit of the Holders of the Bonds (including Holders of beneficial interests of the Bonds).

"*Continuing Disclosure Agreement of Issuer*" means the agreement executed between the City, Administrator and the dissemination agent for the benefit of the Holders of the Bonds (including Holders of beneficial interests of the Bonds), to provide, by certain dates prescribed in the Continuing Disclosure Agreement of Issuer periodic information and notices of material events regarding the City in accordance with Securities and Exchange Commission Rule 15c2-12.

"*Costs of Issuance Account*" means the Account in the Project Fund established pursuant to Section 6.1 of this Indenture.

"*County*" means Williamson County, Texas.

"*Defeasance Securities*" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"*Delinquency & Prepayment Reserve Account*" means the Account in the Reserve Fund established pursuant to Section 6.1 of this Indenture.

"*Delinquency & Prepayment Reserve Requirement*" means an amount equal to 5.5% of the principal amount of the then Outstanding Bonds Similarly Secured, which amount will be funded from the Major Improvement Area Assessments and Annual Installments deposited to the Pledged

Revenue Fund for subsequent transfer to the Delinquency & Prepayment Reserve Account of the Reserve Fund in accordance with the terms of this Indenture.

"*Delinquent Collection Costs*" means, for a Major Improvement Area Assessed Property, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Major Improvement Area Assessments, delinquent Annual Installments, or any other delinquent amounts due under the Service and Assessment Plan, including costs and expenses to foreclose liens.

"*Designated Payment/Transfer Office*" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office designated by the Paying Agent/Registrar, initially Austin, Texas and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"*Developer*" means, collectively, Heirloom East and Heirloom Tx, and their successors and assigns, which are serving as the developer for all land within the District.

"*Development and Construction Agreement*" means the Development and Construction Agreement between the City, GISD and the Developer, governing development of property within the District, as may have been or may be further amended and supplemented from time to time.

"*DTC*" means The Depository Trust Company of New York, New York, or any successor securities depository.

"*DTC Participant*" means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions.

"*Financing Agreement*" means the PID Construction, Financing and Reimbursement Agreement Heirloom Public Improvement District between the City, the Developer and GISD, dated as of September 22, 2026, and recorded in the Official Public Records of Williamson County, Texas as Document No. [_____], as may have been or may be further amended and supplemented from time to time.

"*Foreclosure Proceeds*" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Major Improvement Area Assessments, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"*Fund*", in the singular, means any of the funds established pursuant to Section 6.1 of this Indenture, and "*Funds*", in the plural, means, collectively, all of the funds established pursuant to Section 6.1 of this Indenture.

"*Future Improvement Area*" means a distinct portion of the Major Improvement Area described by metes and bounds or final plat and developed as an individual improvement area,

with such area(s) to be described and designated, and subject to separate Assessments levied in the future to fund Future Improvement Area Improvements.

"*Future Improvement Area Assessed Property*" means any and all Parcels within the Future Improvement Area other than Non-Benefitted Property (as defined in the Service and Assessment Plan).

"*Future Improvement Area Assessment*" means an assessment levied on Future Improvement Area Assessed Property for the purpose of financing Future Improvement Area Improvements. The Future Improvement Area Assessments are not a part of the Trust Estate and are not security for the Bonds.

"*Future Improvement Area Bonds*" means the bonds that are authorized to be issued in accordance with the terms and conditions prescribed in Section 13.2 of this Indenture.

"*Future Improvement Area Improvements*" mean Authorized Improvements which only benefit the assessed property within the applicable Future Improvement Area.

"*GISD*" means Georgetown Independent School District.

"*Heirloom East*" means Heirloom East Tx, LLC, a Delaware limited liability company.

"*Heirloom Tx*" means HEIRLOOMTX, LLC, a Delaware limited liability company.

"*Holder*" means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11. The term "*Holder*", when used in connection with the Bonds Similarly Secured, shall also include the Person who is the registered owner of a Bond Similarly Secured under the terms of any indenture relating thereto.

"*Indenture*" means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"*Independent Financial Consultant*" means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds Similarly Secured; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"*Initial Bonds*" means the Initial Bonds authorized by Section 5.2 of this Indenture.

"*Interest Payment Date*" means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 15 and September 15 of each year, commencing March 15, 2027.

"*Investment Securities*" means those authorized investments determined by the City and described in the Public Funds Investment Act, Chapter 2256, Government Code, as amended, which investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

"*Landowner Certificate*" means the Landowner Certificates executed by the Developer, being owners of all the property subject to the Major Improvement Area Assessments, dated October 13, 2026, as may be further amended.

"*Major Improvement Area*" means approximately 618.98 acres located within the District, as shown on Exhibit B and described legally by metes and bounds on Exhibit A to the Service and Assessment Plan.

"*Major Improvement Area Assessed Property*" means any Parcel within the Major Improvement Area against which a Major Improvement Area Assessment is levied as shown on the Major Improvement Area Assessment Roll (as the same may be updated each year by an Annual Service Plan Update) and which includes any and all Parcels within the Major Improvement Area other than Non-Benefited Property as defined in the Service and Assessment Plan.

"*Major Improvement Area Assessment*" means an Assessment levied against the Major Improvement Area Assessed Property and imposed pursuant to the Assessment Ordinance and the provisions of the Service and Assessment Plan, as shown on the Major Improvement Area Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions of the Service and Assessment Plan and in the PID Act.

"*Major Improvement Area Assessment Roll*" means the Assessment Roll for the Major Improvement Area Assessed Property and included in the Service and Assessment Plan as Exhibit F, as updated, modified, or amended from time to time in accordance with the procedures set forth in the Service and Assessment Plan and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

"Major Improvement Area Authorized Improvements" means, collectively, the Major Improvement Area Improvements, the First Year Annual Collection Costs allocable to the Major Improvement Area, and the Bond Issuance Costs related to the Bonds.

"*Major Improvement Area Improvement Account*" means the Account in the Project Fund established pursuant to Section 6.1 of this Indenture.

"Major Improvement Area Improvements" mean the Authorized Improvements which only benefit the Major Improvement Area Assessed Property as described in Section III and as shown on Exhibit I of the Service and Assessment Plan.

"*Maximum Annual Debt Service*" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds Similarly Secured.

"*Outstanding*" means, as of any particular date when used with reference to Bonds Similarly Secured, all Bonds Similarly Secured authenticated and delivered under this Indenture except (i) any Bond Similarly Secured that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond Similarly Secured for which the payment of the principal or Redemption Price of and interest on such Bond Similarly Secured shall have been made as provided in Article IV, (iii) any Bond Similarly Secured in lieu of or in substitution for which a new Bond Similarly Secured shall have been authenticated and delivered pursuant to Section 3.10, and (iv) Bond Similarly Secured alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Indenture.

"*Parcel*" or "*Parcels*" means a parcel or parcels within the boundaries of the District, identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the real property records of Williamson County or by any other means determined by the City Council.

"*Paying Agent/Registrar*" means initially the Trustee, or any successor thereto as provided in this Indenture.

"*Person*" or "*Persons*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"*PID Act*" means Chapter 372, Texas Local Government Code, as amended.

"*Pledged Funds*" means, collectively, the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"*Pledged Revenue Fund*" means that Fund established pursuant to Section 6.1 and administered pursuant to Section 6.3.

"*Pledged Revenues*" means, collectively, the (i) Assessment Revenues (excluding the portion of the Major Improvement Area Assessments and Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan), (ii) the moneys held in any of the Pledged Funds and (iii) any additional revenues that the City may pledge to the payment of the Bonds or other Bonds Similarly Secured.

"*Prepayment*" means the payment of all or a portion of a Major Improvement Area Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of a Major

Improvement Area Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment.

"*Principal and Interest Account*" means the Account in the Bond Fund established pursuant to Section 6.1 of this Indenture.

"*Project Collection Fund*" means that Fund established pursuant to Section 6.1.

"*Project Fund*" means that Fund established pursuant to Section 6.1 and administered pursuant to Section 6.5.

"*Purchaser*" means the initial purchaser of the Bonds.

"*Quarter in Interest*" means as of any particular date of calculation, the Holders of no less than twenty-five percent (25%) of the principal amount of the then Outstanding Bonds Similarly Secured so affected. In the event that two or more groups of Holders satisfy the percentage requirement set forth in the immediately preceding sentence and act (or direct the Trustee in writing to act) in a conflicting manner, only the group of Holders with the greatest percentage of then Outstanding Bonds Similarly Secured so affected (as measured in accordance with the immediately preceding sentence) shall, to the extent of such conflict, be deemed to satisfy such requirement.

"*Rebatable Arbitrage*" means rebatable arbitrage as defined in Section 1.148-3 of the Treasury Regulations.

"*Rebate Fund*" means that Fund established pursuant to Section 6.1 and administered pursuant to Section 6.8.

"*Record Date*" means the close of business on the last Business Day of the month next preceding an Interest Payment Date.

"*Redemption Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.6.

"*Redemption Price*" means, when used with respect to any Bond or portion thereof, the principal amount of such Bond or such portion thereof plus the applicable premium, if any, plus accrued and unpaid interest on such Bond to the date fixed for redemption payable upon redemption thereof pursuant to this Indenture.

"*Refunding Bonds*" means bonds issued to refund all or any portion of the Bonds Similarly Secured and secured by a parity lien with the Bonds Similarly Secured on the Trust Estate, as more specifically described in the indenture authorizing such Refunding Bonds.

"*Register*" means the register specified in Article III of this Indenture.

"*Release Condition*" has the meaning assigned in Section 6.5(i).

"*Reserve Account*" means the Account in the Reserve Fund established pursuant to Section 6.1 of this Indenture.

"*Reserve Account Requirement*" means the least of: (i) Maximum Annual Debt Service on the Bonds Similarly Secured as of the date of issuance, (ii) 125% of average Annual Debt Service on the Bonds Similarly Secured as of the date of issuance, and (iii) 10% of the proceeds of the Bonds Similarly Secured; provided, however, that such amount shall be reduced as a result of (1) an optional redemption pursuant to Section 4.3 or (2) an extraordinary optional redemption pursuant to Section 4.4, and any such reduction in the Reserve Account Requirement shall be by a percentage equal to the pro rata principal amount of Bonds Similarly Secured redeemed by such redemption divided by the total principal amount of the Outstanding Bonds Similarly Secured prior to such redemption. As of the date of delivery of the Bonds, the Reserve Account Requirement is $[_____] which is an amount equal to [the Maximum Annual Debt Service on the Bonds] as of the date of issuance. The City Representative shall provide the Trustee with written confirmation of the Reserve Account Requirement and any modifications related thereto.

"*Reserve Fund*" means that Fund established pursuant to Section 6.1 and administered pursuant to Section 6.7.

"*Service and Assessment Plan*" and "*SAP*" each mean the document, including the Major Improvement Area Assessment Roll, which is attached as Exhibit A to the Assessment Ordinance, as amended and restated, as may be updated, amended and supplemented from time to time.

"*Sinking Fund Installment*" means the amount of money to redeem or pay at maturity the principal of a Stated Maturity of Bonds payable from such installments at the times and in the amounts provided in Section 4.2.

"*Special Record Date*" means in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment that will be established by the Trustee, if and when funds for the payment of such interest have been received from the City.

"*State*" means the State of Texas.

"*Stated Maturity*" means the date the Bonds, or any portion of the Bonds, as applicable are scheduled to mature without regard to any redemption or prepayment.

"*Supplemental Indenture*" means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"*Tax Assessor-Collector*" means the Williamson County, Texas Tax Assessor-Collector.

"*Tax Certificate*" means a certificate of the City setting forth the facts, estimates and circumstances in existence on the date of closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and any applicable regulations (whether final, temporary or proposed) issued pursuant to the Code.

"*Treasury Regulations*" shall have the meaning assigned to such term in Section 7.5(c).

"*Trust Estate*" means the Trust Estate described in the granting clauses of this Indenture.

"*Trustee*" means UMB Bank, N.A., a national banking association, in its capacity as trustee hereunder, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds Similarly Secured.

"*Value of Investment Securities*" means the amortized value of any Investment Securities, provided, however, that all United States of America, United States Treasury Obligations – State and Local Government Series shall be valued at par and those obligations which are redeemable at the option of the Holder shall be valued at the price at which such obligations are then redeemable. The computations shall include accrued interest on the investment securities paid as a part of the purchase price thereof and not collected. For the purposes of this definition "amortized value," when used with respect to a security purchased at par means the purchase price of such security and when used with respect to a security purchased at a premium above or discount below par, means as of any subsequent date of valuation, the value obtained by dividing the total premium or discount by the number of interest payment dates remaining to maturity on any such security after such purchase and by multiplying the amount as calculated by the number of interest payment dates having passed since the date of purchase and (i) in the case of a security purchased at a premium, by deducting the product thus obtained from the purchase price, and (ii) in the case of a security purchased at a discount, by adding the product thus obtained to the purchase price. The Trustee retains the ability and may rely upon the City's financial advisor to provide a determination as to the foregoing.

"*Value to Lien Ratio*" means the ratio of the appraised value of a specific assessed parcel or assessed parcels, as applicable, in a Future Improvement Area, based on an appraisal delivered by an independent appraiser licensed in the State of Texas, to the sum of (i) the Future Improvement Area Assessments levied or to be levied on a specific parcel or parcels, as applicable, within such Future Improvement Area and (ii) the outstanding Major Improvement Area Assessments levied on such parcel or parcels, as applicable, within such Future Improvement Area.

Section 1.2. **Findings.**

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. **Table of Contents, Titles and Headings.**

The table of contents, titles, and headings of the Articles and Sections of this Indenture

have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. **Interpretation.**

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) When used in Article XI of this Indenture in connection with the Bonds Similarly Secured, any reference to this Indenture, Article XI of this Indenture or any Section thereunder, and/or any events of default or remedies set forth therein, such terms and references shall be read and interpreted to include any indenture relating to any Bonds Similarly Secured, the related Article or Section in such indenture, and/or the events of default and remedies set forth therein.

(e) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS

Section 2.1. **Security for the Bonds Similarly Secured.**

(a) The Bonds Similarly Secured, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on, security interest in, and pledge of the Trust Estate.

(b) The lien on, security interest in, and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date of the Bonds, which is the date of the delivery of this Indenture, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of

Chapter 9, Texas Business and Commerce Code, as amended, then in order to preserve to the registered Holders of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. **Limited Obligations.**

The Bonds Similarly Secured are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds Similarly Secured shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. **Authorization for Indenture.**

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful and/or convenient in order to better secure the Bonds Similarly Secured and is a contract or agreement necessary, useful and/or convenient to carry out and effectuate the purposes herein described.

Section 2.4. **Contract with Holders and Trustee.**

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds Similarly Secured and to prescribe the rights of the Holders, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds Similarly Secured by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Holders, and shall be deemed to be and shall constitute a contract among the City, the Holders, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS SIMILARLY SECURED

Section 3.1. **Authorization.**

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of $[_____] for the purpose of (i) paying a

portion of the Actual Costs of the Major Improvement Area Improvements, (ii) paying the Administrative Reserves related to the Bonds, (iii) paying Bond Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds, and (iv) paying the interest on the Bonds during and after the period of construction.

Section 3.2. **Date, Denomination, Maturities, Numbers and Interest.**

(a) The Bonds shall be dated the date of the initial delivery thereof (the "*Bond Date*") and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the Bond Date or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 15 and September 15 of each year, commencing March 15, 2027, computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 15 in the years and in the principal amounts and shall bear interest at the rates set forth below:

Year	Principal Amount	Interest Rate
	$	%

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Section 5.2.

Section 3.3. **Conditions Precedent to Delivery of Bonds.**

The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver (which delivery may be via electronic mail in portable document (PDF) or similar format) the Bonds upon the order of the City, but only upon delivery to the Trustee of:

(a) a certified copy of the Assessment Ordinance;

(b) a certified copy of the Bond Ordinance;

(c) a copy of the executed Financing Agreement and any amendments;

(d) an executed copy of the Continuing Disclosure Agreement of the City, an executed copy of the Continuing Disclosure Agreement of Heirloom East, and an executed copy of the Continuing Disclosure Agreement of Heirloom Tx;

(e) a copy of this Indenture executed by the Trustee and the City;

(f) an executed City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City;

(g) an executed signature and no-litigation certificate of the City;

(h) executed opinions of Bond Counsel and the City Attorney; and

(i) the approving opinion of the Attorney General of the State and the State Comptroller's registration certificate.

Section 3.4. **Medium, Method and Place of Payment.**

(a) Principal of and interest on the Bonds Similarly Secured shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds Similarly Secured shall be payable to the Holders thereof as shown in the Register at the close of business on the relevant Record Date or Special Record Date, as applicable.

(c) Interest on the Bonds Similarly Secured shall be paid by check, dated as of the Interest Payment Date for the applicable series of Bonds Similarly Secured, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Holder at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Holder; provided, however, the Holder shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond Similarly Secured shall be paid to the Holder of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds Similarly Secured shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Holder of the Bonds Similarly Secured to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State, any such payments remaining unclaimed by the Holders entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds Similarly Secured thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds Similarly Secured, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any Holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds Similarly Secured, subject to any applicable escheat law or similar law of the State.

Section 3.5. **Execution and Registration of Bonds.**

(a) The Bonds Similarly Secured shall be executed on behalf of the City by the Mayor or Mayor Pro-Tem and City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon such facsimile signatures on the Bonds Similarly Secured shall have the same effect as if each of the Bonds Similarly Secured had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds Similarly Secured shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds Similarly Secured.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds Similarly Secured ceases to be such officer before the authentication of such Bonds Similarly Secured or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond Similarly Secured shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds Similarly Secured. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General, is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Closing Date, one Initial Bond for each series of Bonds Similarly Secured representing the entire principal amount of all Bonds Similarly Secured and registered in the name of Cede & Co, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro-Tem and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and upon City order deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of such series of the Bonds Similarly Secured, in the aggregate principal amount of all Bonds Similarly Secured of such series for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. **Ownership.**

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond Similarly Secured is registered as the absolute owner of such Bond Similarly Secured for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond Similarly Secured is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not such Bond Similarly Secured is overdue, and none of the City, the Trustee or the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Holder of any Bond Similarly Secured shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.7. **Registration, Transfer and Exchange.**

(a) So long as any Bond Similarly Secured remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds Similarly Secured in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will maintain a copy of the Register, which may be in electronic form, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond Similarly Secured shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond Similarly Secured shall be effective until entered in the Register.

(c) The Bonds Similarly Secured shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond Similarly Secured or Bonds Similarly Secured of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal

amount of the Bond presented for exchange. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds Similarly Secured in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds Similarly Secured transferred or exchanged in accordance with this Section. A new Bond Similarly Secured or Bonds Similarly Secured will be delivered by the Paying Agent/Registrar, in lieu of the Bond Similarly Secured being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Holder or his designee. Each transferred Bond Similarly Secured delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such transferred Bond Similarly Secured is delivered.

(e) Each exchange Bond Similarly Secured delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such exchange Bond Similarly Secured is delivered.

(f) No service charge shall be made to the Holder for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds Similarly Secured. The Paying Agent/Registrar, however, may require the Holder to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond Similarly Secured.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Holder of the uncalled principal balance of a Bond Similarly Secured.

Section 3.8. **Cancellation.**

All Bonds Similarly Secured paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds Similarly Secured in lieu of which exchange Bonds Similarly Secured or replacement Bonds Similarly Secured are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. Whenever in this Indenture provision is made for the cancellation by the Trustee of any Bonds, at the City's written direction, the Trustee shall destroy such Bonds Similarly Secured and deliver a certificate of such destruction to the City.

Section 3.9. **Temporary Bonds.**

(a) Following the delivery and registration of the Initial Bond of each series of Bonds Similarly Secured and pending the preparation of definitive Bonds Similarly Secured, the proper officers of the City may execute and, upon the City's written request, the Trustee shall authenticate and deliver, one or more temporary Bonds Similarly Secured that are printed, lithographed,

typewritten, mimeographed or otherwise produced, in any Authorized Denomination, substantially of the tenor of the definitive Bonds Similarly Secured in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds Similarly Secured.

(b) Until exchanged for Bonds Similarly Secured in definitive form, such Bonds Similarly Secured in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds Similarly Secured in definitive form; thereupon, upon the presentation and surrender of the Bond Similarly Secured or Bonds Similarly Secured in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond Similarly Secured or Bonds Similarly Secured of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond Similarly Secured or Bonds Similarly Secured in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Holder.

Section 3.10. **Replacement Bonds.**

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the City shall issue and the Trustee shall authenticate and deliver in exchange therefor a replacement Bond Similarly Secured of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Holder of such Bond Similarly Secured to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond Similarly Secured is lost, apparently destroyed, or wrongfully taken, the City shall issue and the Trustee, pursuant to the Applicable Laws of the State and in the absence of notice or knowledge that such Bond Similarly Secured has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond Similarly Secured of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Holder first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond Similarly Secured;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond Similarly Secured, if a bona fide purchaser of the original Bond Similarly Secured in lieu of which such replacement Bond Similarly Secured was issued presents for payment such original Bond Similarly Secured, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond Similarly Secured from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond Similarly Secured has become or is about to become due and payable, the Paying Agent/Registrar, instead of issuing a replacement Bond Similarly Secured, may pay such Bond Similarly Secured if it has become due and payable or may pay such Bond Similarly Secured when it becomes due and payable.

(e) Each replacement Bond Similarly Secured delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such replacement Bond Similarly Secured is delivered.

Section 3.11. **Book-Entry Only System.**

(a) The Bonds Similarly Secured shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date the definitive Bonds Similarly Secured shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

(b) With respect to Bonds Similarly Secured registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds Similarly Secured. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds Similarly Secured, (ii) the delivery to any DTC Participant or any other Person, other than a Holder, as shown on the Register, of any notice with respect to the Bonds Similarly Secured, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than a Holder, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds Similarly Secured. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond

Similarly Secured is registered in the Register as the absolute Holder of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds Similarly Secured, for the purpose of giving notices of redemption and other matters with respect to such Bond Similarly Secured, for the purpose of registering transfer with respect to such Bond Similarly Secured, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds Similarly Secured only to or upon the order of the respective Holders as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds Similarly Secured to the extent of the sum or sums so paid. No Person other than a Holder, as shown in the Register, shall receive a Bond Similarly Secured certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered Holder at the close of business on the Record Date or Special Record Date, as applicable, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. **Successor Securities Depository: Transfer Outside Book-Entry-Only System.**

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds Similarly Secured to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds Similarly Secured and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds Similarly Secured to DTC Participants having Bonds Similarly Secured credited to their DTC accounts. In such event, the Bonds Similarly Secured shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Holders transferring or exchanging Bonds Similarly Secured shall designate, in accordance with the provisions of this Indenture.

Section 3.13. **Payments to Cede & Co.**

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds Similarly Secured are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds Similarly Secured, and all notices with respect to such Bonds Similarly Secured shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS SIMILARLY SECURED BEFORE MATURITY

Section 4.1. **Limitation on Redemption.**

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV. Each series of Bonds Similarly Secured, other than the Bonds, shall be subject to mandatory sinking fund redemption, extraordinary optional redemption, and/or optional redemption as provided in the Supplemental Indenture authorizing the issuance of such series of Bonds Similarly Secured.

Section 4.2. **Mandatory Sinking Fund Redemption.**

(a) The Bonds maturing on September 15 in the years [___], [___], [___] and [___] (collectively, the "*Term Bonds*"), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

(b) At least thirty (30) days prior to each sinking fund redemption date, and subject to any prior reduction authorized by subparagraphs (c) and (d) of this Section 4.2, the Trustee shall select for redemption randomly by lot a principal amount of Term Bonds of such maturity equal to the Sinking Fund Installment amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Term Bonds of such maturity which, at least 30 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Term Bonds which, at least 30 days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption provisions in Section 4.3 hereof or the extraordinary optional redemption provisions in Section 4.4 hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. **Optional Redemption.**

The Bonds may be redeemed prior to their scheduled maturities on any date on or after September 15, 20[__], at the option of the City, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the City, at the Redemption Price. The Trustee shall receive written notice from the City of the City's intention to conduct an optional redemption of Bonds not less than thirty-five (35) days prior to the date fixed for redemption.

Section 4.4. **Extraordinary Optional Redemption.**

The City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on any date, at the Redemption Price, from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in Section 6.7(d)) or any other transfers to the Redemption Fund under the terms of this Indenture. If less than all Bonds are called for extraordinary optional redemption, the Bonds

or portion of a Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds. The Trustee shall receive written notice from the City of the City's intention to conduct an extraordinary optional redemption of Bonds not less than thirty-five (35) days prior to the date fixed for redemption.

Section 4.5. **Partial Redemption.**

(a) If less than all of the Bonds are to be redeemed pursuant to either Sections 4.2, 4.3 or 4.4, Bonds shall be redeemed in increments of $1,000; provided that no redemption shall cause the principal amount of any Bond to be less than the minimum Authorized Denomination for such Bond except as provided in the following sentence. Notwithstanding the foregoing, if any Bonds are to be partially redeemed and such redemption results in the redemption of a portion of a single Bond in an amount less than the Authorized Denomination in effect at the time, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by the minimum Authorized Denomination for such Bond.

(b) If less than all of the Bonds are called for optional redemption pursuant to Section 4.3 hereof, the City shall, pursuant to a City Certificate, determine the Bond or Bonds or the amount thereof within a Stated Maturity to be redeemed and direct the Trustee in writing to call by lot the Bonds, or portions thereof, within such Stated Maturity and in such principal amounts, for redemption.

(c) If less than all of the Bonds are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds or portion of a Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds. If less than all Bonds within a Stated Maturity are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Trustee shall call by lot the Bonds, or portions thereof, within such Stated Maturity and in such principal amounts, for redemption.

(d) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. **Notice of Redemption to Holders.**

(a) Upon written notification by the City to the Trustee of the exercise of any redemption, the Trustee shall give notice of any redemption of Bonds Similarly Secured by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Holder of each Bond Similarly Secured or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds Similarly Secured are to be surrendered for payment, and, if less than all the Outstanding Bonds Similarly Secured are to be redeemed, and subject to Section 4.5, an identification of the

Bonds Similarly Secured or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond Similarly Secured shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Holder receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds Similarly Secured then called for redemption, and such cancellation shall not constitute an Event of Default under this Indenture. Upon written direction from the City, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7. **Payment Upon Redemption.**

(a) The Trustee shall make provision for the payment of the Bonds Similarly Secured to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds Similarly Secured being redeemed.

(b) Upon presentation and surrender of any Bond Similarly Secured called for redemption at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond Similarly Secured to the date of redemption from the moneys set aside for such purpose.

Section 4.8. **Effect of Redemption.**

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds Similarly Secured or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price on such Bonds Similarly Secured are on deposit with the Trustee; thereafter, such Bonds Similarly Secured or portions thereof shall cease to bear interest from and after the date fixed for redemption,

whether or not such Bonds Similarly Secured are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS SIMILARLY SECURED

Section 5.1. **Form Generally.**

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and with respect to any Refunding Bonds, substantially in the form set forth in a Supplemental Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by the Supplemental Indenture and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of Bond Counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds Similarly Secured may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds Similarly Secured.

(c) The definitive Bonds Similarly Secured shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds Similarly Secured, as evidenced by their execution thereof.

(d) The Initial Bond of each series of Bond Similarly Secured submitted to the Attorney General may be typewritten and photocopied or otherwise reproduced.

Section 5.2. **Form of the Bonds.**

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, WILLIAMSON COUNTY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
NO. _____

United States of America
State of Texas

REGISTERED
$_____

CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____%	September 15, 20__	[_____], 2026	_____ ___

The City of Georgetown, Texas (the "*City*"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 15, and September 15, of each year, commencing March 15, 2027.

Capitalized terms appearing herein that are defined terms in the Indenture (defined below), have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Austin, Texas (the "*Designated Payment/Transfer Office*"), of UMB Bank, N.A., a national banking association, as trustee and paying agent/registrar (the "*Trustee*"), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered Holder at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered Holder shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last Business Day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days

thereafter, a new record date for such interest payment (a "*Special Record Date*") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated as of the Date of Delivery and issued in the aggregate principal amount of $[_____] and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of November 1, 2026 (the "*Indenture*"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the Holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each Holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Major Improvement Area Improvements, (ii) paying the Administrative Reserves related to the Bonds, (iii) paying Bond Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds, and (iv) paying the interest on the Bonds during and after the period of construction.

The Bonds are special, limited obligations of the City payable solely from the Trust Estate. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Holders. The Holder of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

The City has reserved the right to issue Refunding Bonds, Future Improvement Area Bonds and other obligations on the terms and conditions specified in the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in denominations of $25,000 and any multiple of $1,000 in excess thereof ("*Authorized Denominations*"). The City prohibits the breaking up or allocation of CUSIP numbers to any Bond or Bonds in denominations of less than $25,000, and any attempt to do so will be void and of no effect, except as may be the result of a partial redemption of a single Bond as provided in the Indenture, provided, however, that if the total principal amount of any Outstanding Bond is less than $25,000, then the Authorized Denomination of such Outstanding Bond shall be the amount of such Outstanding Bond.

The Bonds maturing on September 15 in the years [___], [___], [___] and [___] (collectively, the "*Term Bonds*"), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a redemption price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI of the Indenture, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	

September 15, 20[__]†

†Final Maturity

At least thirty (30) days prior to each sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption randomly by lot, a principal amount of Term Bonds of such maturity equal to the Sinking Fund Installments of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6 of the Indenture.

The principal amount of Term Bonds required to be redeemed on any sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Term Bonds of such maturity which, at least thirty (30) days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Term Bonds required to be redeemed on any sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Term Bonds which, at least 30 days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

The Bonds may be redeemed prior to their scheduled maturities on any date on or after September 15, 20[__], at the option of the City, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the City, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

The Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on any date, at the option of the City, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption from amounts on deposit in the Redemption Fund as a result of Prepayments or any other transfers to the Redemption Fund under the terms of the Indenture. If less than all Bonds are called for extraordinary optional redemption, the Bonds or portion of a Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Holder of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Holder receives such notice.

The City has the right to rescind any optional redemption or extraordinary optional redemption described in the Indenture by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the Holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the Holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the Holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such Holder and upon all future Holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the Holder hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or

Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, WILLIAMSON COUNTY, OR THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

City Secretary, City of Georgetown, Texas	Mayor, City of Georgetown, Texas

[CITY SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office an opinion to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

UMB Bank, N.A., as Trustee

DATED: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (print or typewrite name and address, including zip code, of Transferee.)

_____

_____

_____
(Social Security or other identifying number: _____) the within Bond and all rights hereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed by:

_____ _____

_____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered Holder as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this section, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) the Initial Bond shall be numbered T-1; and

(iii) in the first paragraph of the Bond, the words "on the Maturity Date, as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Year	Principal Amount	Interest Rate
	$	%

Section 5.3. **CUSIP Registration.**

The City may secure identification numbers through CUSIP Global Services, managed by FactSet Research Systems, Inc. on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds Similarly Secured. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds Similarly Secured shall be of no significance or effect as regards the legality thereof and none of the City, the attorneys approving said Bonds Similarly Secured as to legality or the Trustee are to be held responsible for CUSIP numbers incorrectly printed on the Bonds Similarly Secured. Except as authorized by Section 4.5 hereof, the City prohibits any Bond to be issued in a denomination of less than $25,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than $25,000, and any attempt to accomplish either of the foregoing shall be void and of no effect, except as provided in Section 4.5 hereof. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the

Bonds Similarly Secured have been assigned by an independent service and are included in such notice solely for the convenience of the Holders and that neither the City nor the Trustee shall be liable for any inaccuracies in such numbers.

Section 5.4. **Legal Opinion.**

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond Similarly Secured over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. **Establishment of Funds and Accounts.**

(a) Creation of Funds. The following Funds are hereby created and established by the Trustee under this Indenture:

(i) Pledged Revenue Fund;

(ii) Bond Fund;

(iii) Project Fund;

(iv) Reserve Fund;

(v) Redemption Fund;

(vi) Rebate Fund;

(vii) Administrative Fund; and

(viii) Project Collection Fund.

(b) Creation of Accounts.

(i) The following Accounts are hereby created and established under the Bond Fund:

(A) Capitalized Interest Account; and

(B) Principal and Interest Account.

(ii) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Delinquency & Prepayment Reserve Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

(A) Major Improvement Area Improvement Account; and

(B) Costs of Issuance Account.

(iv) The following Account is hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Holders of the Bonds Similarly Secured. Amounts on deposit in the Funds and Accounts shall be used solely for the purposes set forth herein.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

(e) The Trustee may, from time to time, upon written direction from the City pursuant to a City Certificate, create additional Funds or Accounts hereunder as may be necessary for the receipt and application of the Assessment Revenues to account properly for the payment of the Actual Costs of the Major Improvement Area Improvements or to facilitate the payment or redemption for the Bonds Similarly Secured.

Section 6.2. **Initial Deposits to Funds and Accounts.**

The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(i) to the Capitalized Interest Account of the Bond Fund: $[_____];

(ii) to the Reserve Account of the Reserve Fund: $[_____] which is equal to the initial Reserve Account Requirement;

(iii) to the Costs of Issuance Account of the Project Fund: $[_____];

(iv) to the Major Improvement Area Improvement Account of the Project Fund: $[_____]; and

(v) to the Administrative Fund: $[_____].

Section 6.3. **Pledged Revenue Fund and Project Collection Fund.**

(a) On or before February 20, 2029, and on or before each August 20 and February 20 of each year thereafter while the Bonds Similarly Secured are Outstanding, the City shall transfer to the Trustee for deposit to the Pledged Revenue Fund the Pledged Revenues, other than the Pledged Revenues deposited into the Project Collection Fund by the Trustee upon the receipt from the Tax Assessor-Collector of the County. Upon the Trustee's receipt of the Pledged Revenues, including the Pledged Revenues deposited into the Project Collection Fund pursuant to Section 6.3(b) and subsequently transferred to the Pledged Revenue Fund by the Trustee pursuant to a City Certificate as described in Section 6.3(b), the Trustee shall deposit or cause to be deposited the foregoing amounts as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds Similarly Secured next coming due, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, (iii) third to pay other Actual Costs of the Major Improvement Area Improvements as provided in Section 6.5 hereof, and (iv) fourth to pay other costs permitted by the PID Act as identified in a City Certificate directed to the Trustee. Notwithstanding the foregoing, the Additional Interest of the Annual Installments shall only be utilized for the purposes set forth in Section 6.7(b) hereof and, on each March 15, beginning March 15, 2029, and on any other day set forth in a City Certificate, the amount of Additional Interest of the Annual Installments confirmed by the City pursuant to a City Certificate, will be deposited into the Delinquency & Prepayment Reserve Account and/or the Redemption Fund, as applicable. If there are insufficient funds to make the deposit in full set forth in (i) above for the debt service payment date immediately following the required transfer date or the deposit in full set forth in (ii) above after the City transfers the Pledged Revenues to the Trustee by the dates specified in this Section 6.3(a) and after the Trustee deposits all such Pledged Revenues as provided in this Section 6.3(a), the City shall make additional transfers of Pledged Revenues as soon as available and practicable to the Trustee from time to time for deposit to the Pledged Revenue Fund as necessary to ensure such deposits in (i) and (ii) are made in full.

(b) While any of the Bonds Similarly Secured are Outstanding, the County acting by and through its Tax Assessor-Collector or another taxing unit or an appraisal district, by agreement with the City, may collect Assessment Revenues on the City's behalf. If such taxing unit or appraisal district presents or otherwise tenders to the Trustee such collected Assessment Revenues for deposit on the City's behalf, the Trustee shall accept such Assessment Revenues and deposit the same into the Project Collection Fund. The Trustee shall, as directed by the City pursuant to a City Certificate deposit or cause to be deposited (i) all of that portion of the Assessment Revenues deposited into the Project Collection Fund that consists of the Annual Collection Costs to the Administrative Fund, and (ii) all of that portion of the Assessment Revenues deposited into the Project Collection Fund that consists of the Pledged Revenues into the Pledged Revenue Fund and shall further deposit or cause to be deposited such Pledged Revenues pursuant to Section 6.3(a). The City shall provide such City Certificates on or before February 20, 2029 and on or before

every August 20 and February 20 thereafter while the Bonds Similarly Secured are Outstanding. The Project Collection Fund is not a Pledged Fund. If there are insufficient funds to make the deposit in full set forth in (i) of Section 6.3(a) for the debt service payment date immediately following the required City Certificate delivery date or the deposit in full set forth in (ii) of Section 6.3(a) after the City provides a City Certificate by the dates specified in this Section 6.3(b) and after the Trustee deposits all Pledged Revenues received as provided in this Section 6.3(b) and Section 6.3(a), the City will provide additional City Certificates as soon as practicable to the Trustee from time to time upon notice from the Trustee that additional Assessment Revenues have been deposited to the Project Collection Fund and the Trustee will make the transfers contemplated by this Section 6.3(b) and Section 6.3(a) as necessary to ensure the deposits set forth in (i) and (ii) of Section 6.3(a) are made in full.

(c) From time to time as needed to pay the obligations relating to the Bonds Similarly Secured, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account of the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds Similarly Secured on the next Interest Payment Date.

(d) The Trustee shall transfer the amounts determined in writing by the City as Prepayments to the Redemption Fund promptly after deposit of such amounts into the Pledged Revenue Fund.

(e) Upon receipt of Foreclosure Proceeds, the Trustee shall transfer such amount of Foreclosure Proceeds determined in writing by the City, first to the Reserve Account to restore any transfers from the Accounts within the Reserve Fund made with respect to the particular Major Improvement Area Assessed Property to which the Foreclosure Proceeds relate (first, to replenish the Reserve Account Requirement, and, second, to replenish the Delinquency & Prepayment Reserve Requirement), and second, to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal of and interest on the Bonds Similarly Secured and to fund any deficiency that may exist in the Reserve Fund, the Trustee shall, at the written request of the City, transfer any Pledged Revenues remaining in the Pledged Revenue Fund to the City, which monies may be used for any lawful purpose for which Major Improvement Area Assessments may be used under the PID Act. The Trustee may rely upon any such request of the City and shall have no obligation to determine the lawful purposes permitted under the PID Act.

Section 6.4. **Bond Fund.**

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the Bonds Similarly Secured, less any

amount to be used to pay interest on the Bonds Similarly Secured on such Interest Payment Date from the Capitalized Interest Account as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency pursuant to Section 6.7(f). Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of all interest due on the Bonds on March 15, 2027, September 15, 2027, March 15, 2028, and September 15, 2028. Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates listed above shall be transferred to the Major Improvement Area Improvement Account of the Project Fund, or if the Major Improvement Area Improvement Account of the Project Fund has been closed as provided in Section 6.5(e) or (g), such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

(d) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7, there are insufficient funds to make the payments provided in paragraph (a) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds Similarly Secured.

Section 6.5. **Project Fund.**

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1, as described below.

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds Similarly Secured pursuant to the instructions on the memorandum to be issued by the City's financial advisor (the "*Closing Memorandum*") as of the Closing Date for the respective series of Bonds Similarly Secured. If, after the foregoing disbursements made pursuant to the Closing Memorandum, there are funds remaining in the Costs of Issuance Account, disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee pursuant to one or more City Certificates as provided in Section 6.5(h).

(c) Disbursements from the Major Improvement Area Improvement Account of the Project Fund to pay Actual Costs of the Major Improvement Area Improvements shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certification for Payment. Each such Certification for Payment shall include a list of the payees and the payments (not to exceed) to be made to such payees as well as a statement that all payments shall be made by check or wire transfer in accordance with the payment instructions set forth in such written request and the Trustee may conclusively rely on such payment instructions given by the City with no duty to investigate or inquire as to the authenticity of or authorization for the invoice or the

payment instructions, including any wire instructions, contained therein. The execution by the City or its designee of such Certification for Payment shall constitute conclusive evidence upon which the Trustee may conclusively rely that the disbursement of funds from the Major Improvement Area Improvement Account is in compliance with the disbursement procedures described in the Financing Agreement or as provided in such written direction. The Trustee shall be permitted to conclusively rely on the Closing Memorandum, any Certification for Payment, City Certificate, or other written direction received pursuant to this Indenture without investigation, and Trustee shall not be responsible for receiving or reviewing any backup or attachments thereto.

(d) Except as provided in Section 6.5(e) and (g), money on deposit in the Major Improvement Area Improvement Account shall be used solely to pay Actual Costs of the Major Improvement Area Improvements provided the Trustee shall have no responsibility for the application of any funds disbursed from the Major Improvement Area Improvement Account in reliance upon a Certification for Payment approved by the City.

(e) If the City Representative determines in the City Representative's reasonable discretion that amounts then on deposit in the Major Improvement Area Improvement Account of the Project Fund are not expected to be expended for purposes of the Major Improvement Area Improvement Account of the Project Fund due to the abandonment, or constructive abandonment, of one or more of the Major Improvement Area Improvements such that, in the reasonable opinion of the City Representative, it is unlikely that the amounts in the Major Improvement Area Improvement Account of the Project Fund will ever be expended for the purposes of the Major Improvement Area Improvement Account of the Project Fund, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Major Improvement Area Improvement Account of the Project Fund that are not expected to be used for purposes of the Major Improvement Area Improvement Account of the Project Fund. If such City Certificate is so filed, the amounts on deposit in the Major Improvement Area Improvement Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds Similarly Secured on the earliest practicable date after notice of redemption has been provided in accordance with this Indenture. Upon such transfers, the Major Improvement Area Improvement Account of the Project Fund shall be closed.

(f) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(g) Upon the filing of a City Certificate stating that all of the Major Improvement Area Improvements have been completed and that all Actual Costs have been paid, or that any Actual Costs of the Major Improvement Area Improvements are not required to be paid from the Major Improvement Area Improvement Account of the Project Fund pursuant to a Certification for Payment, the Trustee shall transfer the amount, if any, remaining within the Major Improvement Area Improvement Account of the Project Fund to the Bond Fund or to the Redemption Fund as directed by the City Representative in a City Certificate filed with the Trustee. Upon such transfers, the Major Improvement Area Improvement Account of the Project Fund shall be closed.

(h) Upon the Trustee's receipt of a written determination by the City Representative that all costs of issuance of the applicable series of Bonds Similarly Secured have been paid, any

amounts remaining in the Costs of Issuance Account shall be transferred to (i) the Major Improvement Area Improvement Account of the Project Fund and used to pay Actual Costs of the Major Improvement Area Improvements, or (ii) if no Major Improvement Area Improvements remain to be funded, to the Principal and Interest Account of the Bond Fund and used to pay principal on the Bonds, as directed in a City Certificate filed with the Trustee and the Costs of Issuance Account shall be closed.

Section 6.6. **Redemption Fund.**

Subject to adequate amounts on deposit in the Pledged Revenue Fund, the Trustee, pursuant to a City Certificate, shall cause to be deposited to the Redemption Fund from the Pledged Revenue Fund an amount sufficient to redeem Bonds Similarly Secured as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds Similarly Secured as provided in Article IV.

Section 6.7. **Reserve Fund.**

(a) The City agrees with the Holders of the Bonds Similarly Secured to accumulate and, when accumulated, maintain in the Reserve Account, an amount equal to not less than the Reserve Account Requirement. All amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund or the Redemption Fund, as provided in this Indenture.

(b) Subject to 6.3(a) herein, the Trustee will transfer from the Pledged Revenue Fund to the Delinquency & Prepayment Reserve Account on March 15 of each year, commencing March 15, 2029, and on any other day set forth in a City Certificate, an amount equal to the Additional Interest until the Delinquency & Prepayment Reserve Requirement has been accumulated in the Delinquency & Prepayment Reserve Account. Once the Delinquency & Prepayment Reserve Requirement has accumulated in the Delinquency & Prepayment Reserve Account, any amounts in excess of the Delinquency & Prepayment Reserve Requirement shall be transferred by the Trustee to the Redemption Fund to redeem Bonds Similarly Secured as provided in Article IV provided, however, that at any time the amount on deposit in the Delinquency & Prepayment Reserve Account is less than Delinquency & Prepayment Reserve Requirement, the Trustee shall resume depositing such Additional Interest into the Delinquency & Prepayment Reserve Account until the Delinquency & Prepayment Reserve Requirement has accumulated in the Delinquency & Prepayment Reserve Account. In determining the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on a City Certificate specifying the amounts to transfer. The Additional Interest shall continue to be collected and deposited pursuant to this Indenture until the Bonds are no longer Outstanding.

(c) Whenever a transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(d) In the event of an extraordinary optional redemption of Bonds Similarly Secured pursuant to Section 4.4, the Trustee, pursuant to written directions from the City, shall transfer from the Reserve Account of the Reserve Fund to the Redemption Fund the amount specified in such directions, which shall be an amount equal to the principal amount of Bonds Similarly Secured to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds Similarly Secured to the date fixed for redemption of the Bonds Similarly Secured to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall, or any additional amounts necessary to permit the Bonds Similarly Secured to be redeemed in minimum principal amounts of $1,000, from the Delinquency & Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds Similarly Secured.

(e) Whenever, on any Interest Payment Date, or on any other date at the request of a City Representative, the value of cash and Value of Investment Securities on deposit in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds Similarly Secured on the next Interest Payment Date in accordance with Section 6.4, unless prior to the next Interest Payment Date, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds Similarly Secured or (iii) to the Major Improvement Area Improvement Account of the Project Fund to pay Actual Costs of the Major Improvement Area Improvements if such application and the expenditure of funds is expected to occur within three years of the date hereof.

(e-1) Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount in the Delinquency & Prepayment Reserve Account exceeds the Delinquency & Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess, and the Trustee shall transfer such excess pursuant to Section 6.7(b) hereof.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first from the Delinquency & Prepayment Reserve Account of the Reserve Fund, and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds Similarly Secured, the amount on deposit in the Reserve Account and the Delinquency & Prepayment Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Bonds Similarly Secured.

(h) If, after a Reserve Account withdrawal, the amount on deposit in the Reserve Account is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account the amount of such deficiency, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

(i) If the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds Similarly Secured on the next date the Bonds Similarly Secured may be optionally redeemed by the City at a redemption price of par, together with the unpaid interest accrued on such Bonds Similarly Secured as of such date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds Similarly Secured on such date.

Section 6.8. **Rebate Fund: Rebatable Arbitrage.**

(a) The Rebate Fund is to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government in accordance with the Code. The Rebate Fund shall not be part of the Trust Estate and shall not be security for the Bonds Similarly Secured.

(b) In order to assure that Rebatable Arbitrage is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section in the absence of instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the amount of the Rebatable Arbitrage, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebatable Arbitrage to the Bond Fund.

Section 6.9. **Administrative Fund.**

(a) On or before February 20, 2029, and on or before each February 20 and August 20 of each year thereafter while the Bonds Similarly Secured are Outstanding, the City shall deposit or cause to be deposited to the Administrative Fund the portion of the Major Improvement Area Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan, other than the Annual Collection Costs and Delinquent Collection Costs deposited into the Project Collection Fund which amounts shall be deposited in accordance with Section 6.3(b) hereof, as applicable.

(b) Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan, including payment of Annual

Collection Costs and Delinquent Collection Costs or may be withdrawn by the Trustee without further authorization for the payment of the fees, expenses, advances and indemnities owed to the Trustee in accordance with Section 9.6. The Administrative Fund shall not be part of the Trust Estate and shall not be security for the Bonds Similarly Secured.

Section 6.10. **Investment of Funds.**

(a) Money in any Fund or Account, other than the Reserve Account, shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee in Investment Securities; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund or Account will be available at the proper time or times. Money in the Reserve Account shall be invested in such Investment Securities as directed by the City pursuant to a City Certificate filed with the Trustee, provided that the final maturity of any individual Investment Security shall not exceed 270 days and the average weighted maturity of any investment pool or no-load money market mutual fund shall not exceed 90 days. Each such City Certificate shall be a certification that the investment directed therein constitutes an Investment Security and that such investments meet the maturity and average weighted maturity requirements set forth in the preceding sentence and the Trustee shall not be responsible for determining such requirements. Such investments shall be valued each year in terms of the Value of Investment Securities as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in the Funds and Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold, in order to make the disbursements required or permitted by this Indenture, to prevent any default under this Indenture. To ensure that cash on hand is invested, if the City does not give the Trustee written or timely instructions with respect to investments of funds, the Trustee shall invest and re-invest cash balances in the Morgan Stanley Institutional Liquidity Funds Government Portfolio, CUSIP No. 61747C889, Ticker: MPCXX, until directed otherwise by the City Certificate; provided, however, if such fund is no longer available the Trustee shall hold such funds uninvested in the absence of written direction.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities as determined and directed in writing by the City.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades. The Trustee shall not incur any liability for

losses (including depreciation of value) arising from any investments made or sold pursuant to this Section. The Trustee shall not be required to determine the legality of any investments and shall have no discretion for investing funds or advising any parties on investing funds. The Trustee is not providing investment supervision, recommendation, or advice in acting pursuant to the provisions hereof.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish to the City, upon the City's written request, periodic cash transaction statements which include detail for all investment transactions effected by the Trustee or brokers selected by the City. Such statements will be delivered via the Trustee's online service and paper statements will be provided only upon request. The City waives the right to receive brokerage confirmations of security transactions effected by the Trustee as they occur, to the extent permitted by law. The City further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

(f) In the event it is found, after an annual calculation has been done pursuant to Section 6.8 hereof, that the City owes Rebatable Arbitrage to the United States Government, the City shall direct the Trustee, pursuant to a City Certificate, to transfer to the Rebate Fund the investment earnings on funds on deposit in the Pledged Funds in an amount equal to the Rebatable Arbitrage owed by the City. The City Certificate shall specify the amount to the transferred and the Pledged Fund or Pledged Funds from which the investment earnings shall be transferred.

Section 6.11. **Security of Funds.**

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. **Confirmation of Major Improvement Area Assessments.**

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Major Improvement Area Assessments against the property in the District from which the Assessment Revenues will be collected and received.

Section 7.2. **Collection and Enforcement of Major Improvement Area Assessments.**

(a) For so long as any Bonds Similarly Secured are Outstanding, the City covenants, agrees and warrants that it will take and pursue all reasonable actions permissib1e under Applicable Laws to cause the Major Improvement Area Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Major Improvement Area Assessments.

(b) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of, the City to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

(c) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Major Improvement Area Assessments or the corresponding property.

(d) The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs or Annual Collection Costs in connection with its covenants and agreements under this Section or otherwise other than funds on deposit in the Administrative Fund.

Section 7.3. **Against Encumbrances.**

(a) The City shall not create and shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds Similarly Secured, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

(b) So long as Bonds Similarly Secured are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Bonds, and Refunding Bonds, secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under this Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

Section 7.4. **Records, Accounts, Accounting Reports.**

The City hereby covenants and agrees that so long as any Bonds Similarly Secured are Outstanding, it will keep and maintain a proper and complete system of records and accounts pertaining to the Major Improvement Area Assessments. The Trustee and Holder or Holders of

not less than 10% in principal amount of Bonds Similarly Secured then Outstanding or any duly authorized agent or agents of such Holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable; provided, however, the Trustee shall have no duty to so inspect unless directed to by any Holder or Holders of not less than 10% in principal amount of Bonds Similarly Secured then Outstanding. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds Similarly Secured during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. **Covenants Regarding Tax Exemption of Interest on Bonds.**

(a) The City covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as an obligation described in section 103 of the Code, the interest on which is not includable in the "gross income" of the Holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Article or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire

investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bonds is issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to establish reasonable expectations to prevent using the proceeds of the Bonds in contravention of the requirements of section 149(g) of the Code (relating to hedge bonds).

(b) In order to facilitate compliance with the above covenant (a)(9), the Rebate Fund is established by the City pursuant to Section 6.1 for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the registered Holder. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto (the "*Treasury Regulations*"). In the event that regulations or rulings

are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor or Mayor Pro-Tem to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for Actual Costs of the Major Improvement Area Improvements on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Projects are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds is retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) The City covenants that the projects funded with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax proposes from gross income of the interest.

ARTICLE VIII

LIABILITY OF CITY

Section 8.1. **Liability of City.**

(a) Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the Bonds Similarly Secured, and no City taxes, fee or revenues, other than the Pledged Revenues, from any source are pledged to the payment of, or available to pay any portion of, the Bonds Similarly Secured or any other obligations relating to the District. The City shall never be liable for any obligations relating to the Bonds Similarly Secured or other obligations relating to the District, other than as specifically provided for in this Indenture.

(b) The City shall not incur any responsibility in respect of the Bonds Similarly Secured or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds Similarly Secured assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds Similarly Secured, or as to the existence of a default or event of default thereunder.

(c) In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

(d) No provision of this Indenture, the Bonds Similarly Secured, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds Similarly Secured (collectively, the "*Bond Documents*"), shall require the City to expend or risk its own general funds or other funds or otherwise incur any financial liability (other than with respect to the Trust Estate or the Annual Collection Costs) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

(e) Neither the Holders nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from Trust Estate or the Annual Collection Costs as provided herein. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against

the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Holders of the Bonds Similarly Secured by mandamus or other proceeding at law or in equity.

(f) The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other independent person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

(g) In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. **Acceptance of Trust; Trustee as Registrar and Paying Agent.**

(a) The Trustee accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the terms and conditions and subject to the provisions of this Indenture to all of which the parties hereto and the respective Holders of the Bonds Similarly Secured agree. The Trustee undertakes to perform such duties and only such duties as are specifically set forth herein. No implied covenants or obligations shall be read into this Indenture against the Trustee. These duties shall be deemed non-discretionary in nature, and the Trustee shall not be liable except in connection with its performance of such duties.

(b) The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and in respect to the Bonds Similarly Secured.

Section 9.2. **Trustee Entitled to Indemnity.**

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement or exercise of any rights and powers hereunder, until it shall be indemnified to its satisfaction by the Holders against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, so long as no Event of Default has occurred and is continuing, in no event shall the Trustee request or require indemnification as a condition to making any deposits, payments or transfers (provided such payment or transfer is prior to an Event of Default) when required hereunder. To the extent permitted by law and during the occurrence of an Event of Default, the Trustee shall be entitled to indemnification as a condition to making any deposits, payments or transfers when required hereunder, or to delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Administrative Fund to pay all fees, costs, and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall be entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder on amounts held within the Administrative Fund.

Section 9.3. **Responsibilities of the Trustee.**

(a) The recitals contained in this Indenture and in the Bonds Similarly Secured shall be taken as the statements of the City and the Trustee assumes no responsibility and takes no duty to verify the correctness of the same. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of the offering documents, this Indenture or the Bonds Similarly Secured, the right, title or interest of the City therein, or with respect to the security afforded by this Indenture, or the technical or financial feasibility of the project of the compliance of the project with the PID Act, or the tax-exempt status of the Bonds Similarly Secured, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds Similarly Secured for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; (iv) any calculation of arbitrage or rebate under the Code; (v) any loss suffered in connection with any investment of funds in accordance with this Indenture, or (vi) undertaking any other action unless specifically authorized pursuant to a written direction by the City pursuant to this Indenture. The Trustee has the right to act through agents and attorneys and shall have no liability for the negligence or willful misconduct of the agents and attorneys appointed with due care.

(b) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture.

(c) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for such losses, damages, or expenses which have been finally adjudicated by a court of competent jurisdiction to have directly resulted from the Trustee's own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special, punitive or consequential or damages of any kind whatsoever (including, but not limited to, loss of profit) in connection with or arising from this Indenture for the existence, furnishing or use of the Major Improvement Area Improvements. If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs. The Trustee shall not be required to give any bond or surety in respect of the execution of the trusts and powers or otherwise in respect of the premises granted in this Indenture.

(d) The Trustee shall not be liable for any action taken, or errors of judgment made in good faith by any one of its officers, agents, or employees unless it shall be established that the Trustee was negligent in ascertaining the pertinent facts.

(e) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of at least a Quarter in Interest of the Bonds Similarly Secured relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with the direction of the Holders of at least a Quarter in Interest of the Bonds Similarly Secured notwithstanding such directions conflict or are inconsistent with a subsequent direction from a group of Holders with a greater percentage of then Outstanding Bonds Similarly Secured.

(f) With the exception of an Event of Default described in Section 11.1(i) or Section 11.1(iv) hereof, the Trustee shall not be required to take notice, and shall not be deemed to have notice, of any events or information, default or Event of Default unless the Trustee has actual knowledge thereof or shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the Holders of at least Quarter in Interest of the Bonds Similarly Secured at that time. The Trustee may assume conclusively that there is no Event of Default, except as noted above.

(g) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture, and final payment of the Bonds Similarly Secured.

(h) The permissive rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and, with respect to such permissive rights, the Trustee shall not be answerable for other than its negligence or willful misconduct.

(i) The Trustee may act through attorneys or agents and shall not be responsible for the acts or omissions of any such attorney or agent appointed with due care.

(j) Neither the Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the City, the Developer, or any of their directors, members, officers, agents, affiliates or employees, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Trustee may assume performance by all such Persons of their respective obligations. The Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other Person.

(k) In the event that any of the Trust Estate shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the such assets, the Trustee is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Trustee obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

(l) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; pandemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility; it being understood that the Trustee shall use its best efforts to resume performance as soon as practicable under the circumstances.

Section 9.4. **Property Held in Trust.**

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. **Trustee Protected in Relying on Certain Documents.**

(a) The Trustee may, at the expense of the City, request, conclusively rely and shall be protected in acting or refraining from acting upon any order, judgment, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, debenture, note, other evidence of indebtedness, resolution, direction, report or other document or instrument provided to the Trustee

in accordance with the terms of this Indenture that it shall in good faith believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, not only as to due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, and the Trustee shall be under no duty to make any investigation or inquiry into or verify any calculations in connection therewith, and shall not be deemed to have knowledge of any statements contained or matters referred to in any such instrument. Subject to Section 9.1 and 9.3, the Trustee may, at the expense of the City, consult with counsel selected by the Trustee with due care, who may or may not be Bond Counsel, and any advice from such counsel with respect to compliance with the provisions of this Indenture shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by it hereunder, reasonably and in good faith, in accordance with such advice.

(b) Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, the Trustee may request a City Certificate, and such matter may be deemed to be conclusively proved and established by such City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative. The Trustee shall be entitled to conclusively rely upon the foregoing as sufficient evidence of the facts set forth herein. The execution of any City Certificate shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent thereto have occurred.

(c) The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13.

Section 9.6. **Compensation.**

The City hereby agrees to compensate the Trustee, from the amount collected each year for Annual Collection Costs and in the manner set forth in this section, for the Trustee's services as Trustee and as Paying Agent/Registrar. Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, which, with respect to ordinary fees and expenses incurred prior to an Event of Default hereunder, shall be transferred pursuant to a City Certificate and subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by such City

Certificate, and the Trustee shall have a lien therefor on any and all funds at any time held by it (other than the Rebate Fund) prior to any Bonds Similarly Secured then Outstanding. Following an Event of Default, the foregoing limitation on expenses shall not apply, however any such fees or expenses must be reasonable. The Trustee shall have the right to increase its fees as the cost of business dictates and as negotiated and subsequently approved by the City. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur liability, financial or otherwise, in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds and adequate indemnity against such risk or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund, subject to the limitations set forth herein, and shall be entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder.

In the event that the Trustee renders any service not contemplated in this Indenture, or if any material controversy arises hereunder, or the Trustee is made a party to any litigation pertaining to this Indenture or the subject matter hereof, then the Trustee shall, subject to the limitations set forth herein, be compensated for such extraordinary services and any services or work performed by the Trustee in connection with any delay, controversy, litigation or event, and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. The right of the Trustee to compensation, fees, expense, and indemnification shall survive the release, discharge, and satisfaction of the Indenture, and the resignation or removal of the Trustee as set forth in Section 9.3(g) hereof.

Section 9.7. **Permitted Acts.**

The Trustee and its directors, officers, employees, or agents may become the Holder of or may in good faith buy, sell, own, hold and deal in Bonds Similarly Secured and may join in any action that any Holder of Bonds Similarly Secured may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of Holders of Bonds Similarly Secured or to effect or aid in any reorganization growing out of the enforcement of the Bonds Similarly Secured or this Indenture, whether or not such committee shall represent the holders of a Quarter in Interest of the Bonds Similarly Secured.

Section 9.8. **Resignation of Trustee.**

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' notice, specifying the date when such resignation shall take effect, to the City and each Holder of any Outstanding Bonds Similarly Secured. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. **Removal of Trustee.**

The Trustee may be removed by giving not fewer than 30 days' notice, specifying the date when such removal shall take effect at any time by (i) the Holders of at least a Quarter in Interest of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Holders or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Holders of not less than 10% of the aggregate principal amount of Bonds Similarly Secured then Outstanding.

Section 9.10. **Successor Trustee.**

(a) If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

(b) If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Holders of at least a Quarter in Interest of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Holders or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

(c) Until such successor Trustee shall have been appointed by the Holders of the Bonds Similarly Secured, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Holder of any Outstanding Bonds Similarly Secured within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Holders of Bonds Similarly Secured.

(d) If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Holder of Bonds Similarly Secured may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process. Any duties and obligations of such predecessor Trustee shall thereafter cease and terminate, and the payment of the fees and expenses owed to the predecessor Trustee shall be paid in full.

(e) Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

(f) Each successor Trustee shall mail, in accordance with the provisions of the Bonds Similarly Secured, notice of its appointment, to any rating agency which, at the time of such appointment, is providing a rating on the Bonds Similarly Secured and each of the Holders of the Bonds Similarly Secured.

(g) The Trustee shall not be responsible or liable for the acts or omissions of any successor trustee, nor shall it be responsible or liable for any costs of appointment or transition of such successor trustee.

Section 9.11. **Transfer of Rights and Property to Successor Trustee.**

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor and upon receipt of its outstanding charges, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. **Merger, Conversion or Consolidation of Trustee.**

Any corporation or association into which the Trustee may be converted or merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder and will have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national

banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. **Trustee To File Continuation Statements.**

The City will cause to be filed all appropriate financing statements, if any. If necessary, the Trustee, as directed in writing by the City, shall file or cause to be filed, at the City's expense, such continuation statements as may be delivered to the Trustee and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "*UCC*"), in order to continue perfection of the security interest and rights of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC. Unless otherwise notified in writing by the City or a Holder, the Trustee may conclusively rely upon the initial financing statements in filing any continuation statements hereunder. The Trustee shall have no responsibility to file financing statements or continuation statements other than to file continuation statements that are delivered to it.

If applicable, but immediately upon its receipt thereof, the City, or an authorized third-party representative thereof, shall deliver to the Trustee file-stamped copies of each UCC initial financing statement recorded in the jurisdictions applicable thereto.

The Trustee's UCC filing requirements are limited to those responsibilities as set forth in this Section 9.13.

Section 9.14 **Offering Documentation.**

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum, financial report, or any other disclosure material prepared or distributed with respect to the Bonds Similarly Secured and shall have no responsibility for compliance with any State or federal securities laws in connection with the Bonds Similarly Secured.

Section 9.15 **Expenditure of Funds and Risk.**

None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of its rights or powers if the Trustee shall have reasonable grounds for believing that the repayment of such funds or indemnity against such risk or liability is not assured.

Section 9.16 **Environmental Hazards.**

The Trustee may inform any Holder of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and in such event, no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such

action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not been adequately indemnified.

The Trustee shall not be responsible or liable for the environmental condition related to the improvements to any real property or for diminution in value of the same, or for any claims by or on behalf of the Holders thereof as the result of any contamination by a hazardous substance, hazardous material, pollutant, or contaminant. The Trustee assumes no duty or obligation to assess the environmental condition of any improvements or with respect to compliance thereof under State or federal laws pertaining to the transport, storage, treatment, or disposal of hazardous substances, hazardous materials, pollutants, or contaminants or regulations, permits, or licenses issued under such laws.

Section 9.17. **Accounts, Periodic Reports and Certificates.**

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Holder or Holders of not less than 10% in principal amount of the Bonds Similarly Secured then Outstanding or their representatives duly authorized in writing.

Section 9.18. **Construction of Indenture.**

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Holders of the Bonds Similarly Secured. Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article IX.

Section 9.19 **Verifications of Statutory Representations and Covenants.**

The Trustee makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Indenture. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Indenture shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Indenture, notwithstanding anything in this Indenture to the contrary.

(a) *Not a Sanctioned Company*. The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Trustee and each of its parent company, wholly- or majority-

owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) *No Boycott of Israel*. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Indenture. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) *No Discrimination Against Firearm Entities*. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Indenture. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) *No Boycott of Energy Companies*. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Indenture. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

Section 9.20. **Attorney General Standing Letter**.

The Trustee represents that it has on file with the Texas Attorney General a standing letter addressing the representation and verifications in Section 9.19 of this Indenture in a form acceptable to the Texas Attorney General. The Trustee hereby agrees to provide the City with a copy of such letter not later than ten days prior to the Closing Date. In addition, if the Trustee has received notice from the Texas Comptroller of Public Accounts in connection with a review of their standing letter (or of an affiliate of the Trustee), the Trustee shall provide the City or Bond Counsel with written confirmation one day prior to the Closing Date (or on the Closing Date upon the reasonable request of the City or Bond Counsel) to the effect that it and/or its affiliate intends to timely comply with the Comptroller's request and that the applicable standing letter remains in effect and may be relied upon by the City.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. **Amendments Permitted.**

(a) This Indenture and the rights and obligations of the City and of the Holders of the Bonds Similarly Secured may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Holders of the Bonds Similarly Secured, or with the written consent without a meeting, of the Holders of the Bonds

Similarly Secured of at least a majority of the aggregate outstanding principal of the Bonds Similarly Secured at that time and City approval of such modification or amendment. No such modification or amendment shall (i) extend the maturity of any Bond Similarly Secured or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond Similarly Secured, without the express consent of the Holder of such Bond Similarly Secured, or (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to or on a parity with the pledge and lien created for the benefit of the Bonds Similarly Secured (except as otherwise permitted by Applicable Laws and this Indenture), or (iii) reduce the percentage of Bonds Similarly Secured required for the amendment hereof. Any such amendment shall not modify any of the rights, immunities, indemnities or obligations of the Trustee without its prior written consent. In executing or accepting any Supplemental Indenture, the Trustee shall be fully protected in relying upon an opinion of qualified counsel addressed and delivered to the Trustee stating that (a) the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture, (b) the execution and delivery of will not adversely affect the exclusion from federal gross income of the interest on the Bonds Similarly Secured, and (c) such Supplemental Indenture will, upon the execution and delivery thereof, to be a valid and binding obligation of the City.

(b) This Indenture and the rights and obligations of the City and of the Holders may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Holders, only to the extent permitted by Applicable Laws, and only for anyone or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds Similarly Secured in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Holders of the Bonds Similarly Secured;

(iv) to provide for the issuance of Refunding Bonds, as set forth in Section 13.2 herein; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds Similarly Secured.

(c) Notwithstanding anything to the contrary herein, no Supplemental Indenture entered into in accordance with Section 10.1(b) above shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted

by and in compliance with this Indenture and will not adversely affect the: (i) interests of the Holders in any material respect, or (ii) exclusion of interest on any Bond Similarly Secured from gross income for purposes of federal income taxation.

Section 10.2. **Holders' Meetings.**

The City may at any time call a meeting of the Holders of the Bonds Similarly Secured. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. **Procedure for Amendment with Written Consent of Holders.**

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Holders for their consent thereto, if such consent is required pursuant to Section 10.1, shall be mailed by first class mail, by the Trustee to each Holder of Bonds Similarly Secured from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

(b) Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Holders as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds Similarly Secured for which such consent is given, which proof shall be such as is permitted by Section 11.6. Any such consent shall be binding upon the Holder of the Bonds Similarly Secured giving such consent and on any subsequent Holder (whether or not such subsequent Holder has notice thereof), unless such consent is revoked in writing by the Holder giving such consent or a subsequent Holder by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

(c) After the Holders of the required percentage of Bonds Similarly Secured shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Holders in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Holders of the required percentage of Bonds Similarly Secured and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Holders of all Bonds Similarly Secured at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court

of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 10.4. **Procedure for Amendment Not Requiring Holder Consent.**

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a notice stating that the Supplemental Indenture does not require Holder consent, shall be mailed by first class mail by the Trustee to each Holder of Bonds Similarly Secured, but failure to mail copies of such Supplemental Indenture shall not affect the validity of the Supplemental Indenture. The Trustee shall retain the proof of its mailing of such notice. A record, consisting of the papers required by this Section 10.4, shall be proof of the matters therein stated until the contrary is proved.

(b) The Supplemental Indenture shall become effective upon the execution and delivery of such Supplemental Indenture by the Trustee and the City, and the Supplemental Indenture shall be deemed conclusively binding upon the City, the Trustee and the Holders of all Bonds Similarly Secured as of the date of such execution and delivery.

Section 10.5. **Effect of Supplemental Indenture.**

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Holders of Bonds Similarly Secured Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.6. **Endorsement or Replacement of Bonds Similarly Secured Issued After Amendments.**

The City may determine that Bonds Similarly Secured issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Holder of any Bonds Similarly Secured Outstanding at such effective date and presentation of his Bond Similarly Secured for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond Similarly Secured. The City may determine that new Bonds Similarly Secured, so modified as in the opinion of the City is necessary to conform to such Holders' action, shall be prepared, executed, and delivered. In that case, upon demand of the Holder of any Bonds Similarly Secured then Outstanding, such new Bonds Similarly Secured shall be exchanged at the designated office of the Trustee without cost to any Holder, for Bonds Similarly Secured then Outstanding, upon surrender of such Bonds Similarly Secured.

Section 10.7. **Amendatory Endorsement of Bonds Similarly Secured.**

The provisions of this Article X shall not prevent any Holder from accepting any amendment as to the particular Bonds Similarly Secured held by such Holder, provided that due notation thereof is made on such Bonds Similarly Secured.

Section 10.8. **Waiver of Default.**

Subject to Section 10.1, with the written consent of the Holders of at least a majority of the aggregate Outstanding principal of the Bonds Similarly Secured at that time, the Holders may waive compliance by the City with certain past defaults under this Indenture and their consequences. Any such consent shall be conclusive and binding upon the Holders and upon all future Holders. For the avoidance of doubt, any waiver given pursuant to this Section shall be subject to Section 11.5 hereof.

Section 10.9. **Execution of Supplemental Indenture.**

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. **Events of Default.**

Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Major Improvement Area Assessments including the prosecution of foreclosure proceedings, in accordance with Section 7.2;

(iii) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture other than a default under (i) above or (iv) below, and the continuation thereof for a period of ninety (90) days after written notice specifying such default and requiring same to be remedied shall have been given to the City by the Trustee, which may

give such notice in its discretion and shall give such notice at the written request of the Holders of at least a majority of the aggregate principal of the Bonds Similarly Secured then Outstanding; and

(iv) The failure to make payment of the principal of or interest on any of the Bonds Similarly Secured when the same becomes due and payable and such failure is not remedied within thirty (30) days thereafter; provided, however, that the payments are to be made only from Pledged Revenues or other funds currently available in the Pledged Funds and available to the City to make any such payments.

Section 11.2. **Immediate Remedies for Default.**

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, then and in every such case the Trustee may proceed, and upon the written request of the Holders of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding hereunder and its receipt of indemnity satisfactory to it shall proceed, to protect and enforce the rights of the Holders under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that any action for money damages against the City shall be limited to recovery from the Trust Estate. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies for default.

(b) PURSUANT TO SECTION 11.7, THE PRINCIPAL OF THE BONDS SIMILARLY SECURED SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. The Trustee shall sell Trust Estate assets, according to the appraised value thereof, beginning with the asset of the highest value and continuing such sales in the order of next succeeding most valuable asset until satisfaction of debts pertaining to the Outstanding Bonds Similarly Secured. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

(d) If an Event of Default shall have occurred and be continuing, the City, upon demand of the Trustee, shall surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers, and accounts of the City pertaining thereto, and including the rights and the position of the City, and to hold, operate, and manage the same, and from time to time make all needed repairs and improvements, as well as set up proper reserve for the payment of all proper costs and expenses, holding and managing the same, including (i) reasonable compensation to the Trustee, its agents, and counsel, (ii) any reasonable charges of the Trustee hereunder, (iii) any taxes and assessments and other charges prior to the lien of this of Indenture, and (iv) all expenses of such repairs and improvements. After payment in full of the foregoing, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns.

Section 11.3. **Restriction on Holder's Action.**

(a) No Holder shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has actual knowledge thereof or has been notified in writing as provided in Section 9.3(f), or of which by such Section it is deemed to have notice, (ii) such default has become an Event of Default and the Holders of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding and so affected by such Event of Default have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Holders have furnished to the Trustee written evidence of indemnity as provided in Section 9.2, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no written direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Holders of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding and so affected by such Event of Default, and (vi) notice of such action, suit, or proceeding is given to the Trustee in writing; however, no one or more Holders of the Bonds Similarly Secured shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his, or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Holders of all Bonds Similarly Secured then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee as advised by counsel, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Holder to enforce, by action at law, payment of any Bond Similarly Secured at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond Similarly Secured issued hereunder to the respective Holders thereof at the time and place, from the source and in the manner expressed herein and in the Bonds Similarly Secured.

(c) In case the Trustee or any Holders of Bonds Similarly Secured shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Holders of Bonds Similarly Secured, then and in every such case the City, the Trustee and the Holders of Bonds Similarly Secured shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. **Application of Revenues and Other Moneys After Default.**

(a) All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost, liabilities, advances and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel fees, costs and expenses), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds Similarly Secured, as follows:

> FIRST: To the payment to the Holders entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Holders entitled thereto, without any discrimination or preference; and
>
> SECOND: To the payment to the Holders entitled thereto of the unpaid principal of Outstanding Bonds Similarly Secured, or Redemption Price of any Bonds Similarly Secured which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds Similarly Secured due on any date, then to the payment thereof ratably, according to the amounts of principal due or Redemption Price and to the Holders entitled thereto, without any discrimination or preference.

Within thirty (30) days of receipt of such good and available funds, the Trustee may fix a record date and a payment date for any payment to be made to Holders of Bonds Similarly Secured pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds Similarly Secured that are Outstanding in proportion to the quantity of Bonds Similarly Secured that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. **Effect of Waiver.**

The Trustee may, with the prior written consent of at least a majority of the aggregate Outstanding principal of the Bonds Similarly Secured at that time, waive an Event of Default occurring hereunder. No delay or omission of the Trustee, or any Holder, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Holders, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. **Evidence of Ownership of Bonds Similarly Secured.**

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Holders of Bonds Similarly Secured may be in one or more instruments of similar tenor, and shall be signed or executed by such Holders in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds Similarly Secured shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Holder of Bonds Similarly Secured or the duly appointed attorney authorized to act on behalf of such Holder may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds Similarly Secured and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by a Holder of any Bond Similarly Secured shall bind all future Holders of the same Bond Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. **No Acceleration.**

In the event of the occurrence of an Event of Default under Section 11.1, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. **Mailing of Notice.**

Any provision in this Article for the mailing of a notice or other document to Holders shall be fully complied with if it is mailed, first class postage prepaid, only to each Holder at the address appearing upon the Register.

Section 11.9. **Exclusion of Bonds Similarly Secured.**

Bonds Similarly Secured owned or held by or for the account of the City will not be deemed Outstanding for any purpose. The City shall promptly deliver any such Bonds Similarly Secured to the Trustee for cancellation.

Section 11.10. **Remedies Not Exclusive.**

Subject to Section 11.2, no remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. **Direction by Holders**.

Anything herein to the contrary notwithstanding, the Holders of at least a Quarter in Interest of the Bonds Similarly Secured so affected by such Event of Default shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method and place of conducting any proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Holders, provided, (i) such direction shall not be otherwise than in accordance with law and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, (iii) that the Trustee may still require satisfactory indemnity prior to taking such action, and (iv) that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Holders not parties to such direction. The Trustee shall be entitled to request and receive such directions in writing and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Trustee in accordance with such written direction.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. **Representations as to Trust Estate.**

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds Similarly Secured, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the

Trust Estate is and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Holders and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) Subject to Section 7.2(d), the City will take all steps reasonably necessary and appropriate, and will provide written direction to the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Major Improvement Area Assessments and any other amounts pledged to the payment of the Bonds Similarly Secured to the fullest extent permitted by the PID Act and other Applicable Laws.

Section 12.2. **General.**

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. **Further Assurances; Due Performance.**

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. **Other Obligations or Other Liens; Refunding Bonds; Future Improvement Area Bonds.**

(a) The City reserves the right to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on any portion of the Trust Estate and are not payable from the Trust Estate.

(b) Other than Refunding Bonds and obligations secured by and payable from Pledged Revenues subordinate to the pledge of Pledged Revenues securing payment of the Bonds Similarly Secured, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be done or omit to be done any matter or

things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of counsel to the Trustee, the same would endanger the security for the Bonds Similarly Secured.

(c) Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds Similarly Secured.

(d) Notwithstanding anything to the contrary herein, no Refunding Bonds or obligations secured by and payable from Pledged Revenues subordinate to the pledge of Pledged Revenues securing payment of the Bonds Similarly Secured may be issued by the City unless: (1) the principal (including any principal amounts to be redeemed on a mandatory sinking fund redemption date) of such Refunding Bonds or subordinate lien obligations is scheduled to mature on September 15 of the years in which principal is scheduled to mature and (2) the interest on such Refunding Bonds or subordinate lien obligations must be scheduled to be paid on March 15 and September 15 of the years in which interest is scheduled to be paid.

(e) Future Improvement Area Bonds may be issued to fund and/or to reimburse the Developer for funding the costs of internal Future Improvement Area Improvements within a Future Improvement Area. The Developer may request that the City issue Future Improvement Area Bonds; provided, however, that no Future Improvement Area Bonds shall be issued unless such Future Improvement Area Bonds are made to mature on September 15 in each of the years in which they are scheduled to mature, and the applicable requirements in this Section 13.2(e) are met:

(i) The Trustee shall receive a certificate from the City Representative certifying that the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in this Indenture or any indenture of trust authorizing the issuance of Future Improvement Area Bonds for the District;

(ii) The Trustee and the City shall receive a certificate from the Developer, through an authorized representative, certifying that the Developer is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Developer contained in the Development and Construction Agreement and Financing Agreement applicable to the District or any continuing disclosure agreement entered into by the Developer relating to the District, unless any defaults under the foregoing agreements (except for defaults under any continuing disclosure agreements entered into by the Developer which defaults shall be cured) are disclosed in a certificate from the Developer to the City and the City Council

elects to proceed with the issuance of the Future Improvement Area Bonds regardless of the existence of such default or defaults;

(iii) The Trustee and the City shall receive a certificate from the Administrator certifying that there is no default by the Developer or any owner of more than five percent (5%) of the assessed parcels in the applicable Future Improvement Area for failure to pay special assessments or ad valorem taxes on assessed parcels in such Future Improvement Area owed by the Developer or such owner prior to the delinquency date thereof;

(iv) With respect to Future Improvement Area Bonds issued for the next subsequent Future Improvement Area following the issuance of the Bonds, the Trustee and the City shall receive a certificate from the Developer certifying that at least seventy-five percent (75%) of the assessed parcels in such Future Improvement Area, for which Future Improvement Area Bonds will be issued, are under contract with merchant builder(s) or real estate developer(s) for sale to end users;

(v) With respect to Future Improvement Area Bonds issued for the Future Improvement Areas thereafter:

i. the Trustee and the City shall receive a certificate from the Developer certifying that (A) a certificate of occupancy for completed homes has been issued for at least forty percent (40%) of the lots or residential units, as applicable, in the preceding Improvement Areas, and (B) at least seventy-five percent (75%) of the residential lots to be assessed in such Future Improvement Area, for which Future Improvement Area Bonds will be issued, are under contract with merchant builder(s) or real estate developer(s) for sale to end users; and

ii. the Trustee and City shall receive an appraisal delivered by an independent appraiser evidencing that the Value to Lien Ratio of each individual assessed parcel in the Future Improvement Area for which Future Improvement Area Bonds will be issued is not less than 4:1, together with a certificate of a City Representative or the Administrator stating the 4:1 test is met, on which the Trustee may conclusively rely.

The requirements in Sections 13.2(e)(iv) and 13.2(e)(v) shall not apply to bonds issued for the Major Improvement Area Authorized Improvements or to Future Improvement Area Bonds issued for Future Improvement Areas consisting solely of non-residential development. The Trustee may conclusively rely on each certificate, appraisal, and other document delivered under this Section 13.2(e), and shall have no duty to verify the accuracy of, to determine satisfaction of, or to monitor or enforce, any condition to the issuance of Future Improvement Area Bonds, and no responsibility for such issuance.

Section 13.3. **Books of Record.**

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealings, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, and the Bonds Similarly Secured.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. **Trust Irrevocable.**

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds Similarly Secured that are secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. **Satisfaction of Indenture.**

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, principal of and interest on all of the Bonds Similarly Secured, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds Similarly Secured have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Holders of such Bonds Similarly Secured, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds Similarly Secured has been paid so that the City may determine if this Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder as directed in writing by the City.

Section 14.3. **Bonds Similarly Secured Deemed Paid.**

(a) Any Outstanding Bonds Similarly Secured shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding within the meaning of this Indenture (a "*Defeased Debt*"), and particularly this Article XIV, when payment of the principal of, premium, if any, on such Defeased Debt, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, redemption, or otherwise), either (1) shall have been made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Trustee, in trust, and irrevocably set aside exclusively for such

payment, (A) money sufficient to make such payment or (B) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amount and at such times as will insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation, and expenses of the Trustee pertaining to the Bonds Similarly Secured with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds Similarly Secured. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds Similarly Secured on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

(b) Any determination not to redeem Defeased Debt that is made in conjunction with the payment arrangements specified in Sections 14.3(a)(1) or 14.3(a)(2) shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the Defeased Debt for redemption; (2) the City gives notice of the reservation of that right to the Holders of the Defeased Debt immediately following the defeasance; (3) the City directs that notice of the reservation be included in any defeasance or redemption notices that it authorizes; and (4) at or prior to the time of the redemption, the City satisfies the conditions of clause (a) of this Section 14.3 with respect to such Defeased Debt as though it was being defeased at the time of the exercise of the option to redeem the Defeased Debt, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

ARTICLE XV

MISCELLANEOUS

Section 15.1. **Benefits of Indenture Limited to Parties.**

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Holders, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Holders and the Trustee. This Indenture sets forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written.

Section 15.2. **Successor is Deemed Included in All References to Predecessor.**

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof,

and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. **Execution of Documents and Proof of Ownership by Holders.**

(a) Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Holders may be in one or more instruments of similar tenor, and shall be executed by Holders in person or by their attorneys duly appointed in writing.

(b) Except as otherwise expressly provided herein, the fact and date of the execution by any Holder or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

(c) Except as otherwise herein expressly provided, the ownership of registered Bonds Similarly Secured and the amount, maturity, number, and date of holding the same shall be proved by the Register.

(d) Any request, declaration or other instrument or writing of the Holder of any Bond Similarly Secured shall bind all future Holders of such Bond Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. **No Waiver of Personal Liability.**

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds Similarly Secured; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. **Notices to and Demands on City and Trustee.**

(a) Except as otherwise expressly provided herein, all notices or other instruments required or permitted under this Indenture shall be in writing and shall delivered by hand or mailed by first class mail, postage prepaid, and addressed as follows:

If to the City	City of Georgetown, Texas 808 Martin Luther King Jr. St. Georgetown, Texas 78626 Attn: City Manager Telephone: 512-930-3652 Email: ms@georgetowntexas.gov

If to the Trustee Or the Paying Agent/Registrar	UMB Bank, N.A., 6034 West Courtyard Drive, Suite 225 Austin, Texas 78730 Attn: Robert Rodriguez Telephone: 512-582-5859 Email: Robert.Rodriguez@umb.com

(b) Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

(c) Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(d) The Trustee shall mail to each Holder of a Bond Similarly Secured notice of (1) any substitution of the Trustee; or (2) the redemption or defeasance of all Outstanding Bonds Similarly Secured.

(e) The Trustee agrees to accept and act upon instructions or directions, including funds transfer instructions ("*Instructions*") given pursuant to the governing documents sent in writing by Electronic Means. “Electronic Means” means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("*Authorized Officers*"), which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee’s reasonable understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees (i) to assume all risks arising out of the use of such Electronic

Means to submit instructions and directions in writing to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 15.6. **Partial Invalidity.**

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds Similarly Secured pursuant thereto irrespective of the fact that anyone or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. **Applicable Laws; Jurisdiction.**

THIS INDENTURE SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHEREIN THE PROPERTY IS LOCATED, AND IF LEGAL ACTION IS NECESSARY BY EITHER PARTY WITH RESPECT TO THE ENFORCEMENT OF ANY TERM OF THIS INDENTURE, EXCLUSIVE VENUE FOR SAME SHALL LIE IN THE COURTS OF WILLIAMSON COUNTY, TEXAS. BY EXECUTING THIS INDENTURE, EACH PARTY HERETO EXPRESSLY (a) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION AND VENUE CONSISTENT WITH THE PREVIOUS SENTENCE, (b) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS AND DEFENSES THAT SUCH JURISDICTION AND VENUE ARE NOT PROPER OR CONVENIENT, AND (c) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW.

Section 15.8. **Payment on Business Day.**

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds Similarly Secured or the date fixed for redemption of any Bonds Similarly Secured or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. **Counterparts.**

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.10. **Electronic Storage.**

The parties agree that the transaction described herein may be conducted and related documents may be stored by Electronic Means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed as of the date hereof.

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

Attest:

_____
Robyn Densmore, City Secretary

(CITY SEAL)

UMB Bank, N.A.,
as Trustee

By: _____
Authorized Officer

EXHIBIT B

BOND PURCHASE AGREEMENT

$[_____]
CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

BOND PURCHASE AGREEMENT

October [13], 2026

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

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Agreement") with the City of Georgetown, Texas (the "City"), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (as defined herein) between the City and UMB Bank, N.A., as trustee (the "Trustee"), authorizing the issuance of the Bonds (as defined herein), and in the Limited Offering Memorandum (as defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the $[_____] aggregate principal amount of the City of Georgetown, Texas, Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project) (the "Bonds"), at a purchase price of $[_____] (representing the aggregate principal amount of the Bonds, [less][plus] an original issue [discount][premium] of $[_____], less an Underwriter's Discount of $[_____]).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a "municipal advisor" (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length

commercial transaction between the City and the Underwriter, (ii) in connection with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Major Improvement Area Improvements financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated November [10], 2026 and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on November [10], 2026 (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance adopted by the City Council of the City (the "City Council") on October [13], 2026 (the "Bond Ordinance") and shall be issued pursuant to the provisions of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of November 1, 2026, between the City and the Trustee, authorizing the issuance of the Bonds (the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the Trust Estate (as defined in the Indenture) consisting primarily of revenue from proceeds of special assessments (the "Major Improvement Area Assessments") levied on the assessable parcels within Major Improvement Area of the Heirloom Public Improvement District (the "District"). The District was established by a resolution (the "Creation Resolution"), enacted by the City Council on August 26, 2025, in accordance with the Act. The Major Improvement Area Assessments were levied in accordance with a service and assessment plan, adopted by the City Council on October [13], 2026, as subsequently amended (the "Service and Assessment Plan"), pursuant to an ordinance (the "Assessment Ordinance" and, together with the Creation Resolution, the Indenture and the Bond Ordinance, the "Authorizing Documents"). The Bonds shall be further secured by certain applicable funds and accounts created pursuant to the Indenture.

The Bonds shall be as described in Schedule I attached hereto, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for (1) paying a portion of the Actual Costs of the Major Improvement Area Improvements benefitting the entire District, (2) paying the Administrative Reserves related to the Bonds, (3) paying the Bond Issuance Costs (as defined herein) for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds, and (4) paying the interest on the Bonds during and after the period of construction.

3. Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 4 hereof and to no more than thirty-five (35) persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein)) or "Qualified Institutional Buyers" (as defined in Rule 144A under the Securities Act). On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel (as defined herein) the Issue Price Certificate (as defined herein), in substantially the form attached hereto as Appendix B.

4. Establishment of Issue Price. Notwithstanding any provision of this Agreement to the contrary, the following provisions related to the establishment of the issue price of the Bonds apply:

a. *Definitions.* For purposes of this Paragraph, the following definitions apply:

(i) "*Public*" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than a Participating Underwriter or a Related Party to a Participating Underwriter.

(ii) "*Participating Underwriter*" means (A) any person that agrees pursuant to a written contract with the City to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public).

(iii) "*Related Party*" means any two or more persons who are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interest or profits interest of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(iv) "*Sale Date*" means the date of execution of this Agreement by all parties.

b. *Issue Price Certificate.* The Underwriter, agrees to assist the City in establishing the issue price of the Bonds and to execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as *Appendix B,* with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the initial offering price (the "Initial Offering Price") or prices or the sales price or prices to the Public of the Bonds.

c. *Substantial Amount Test.* Other than those maturities of the Bonds which are designated by the Underwriter in writing in attached Schedule I (the "*Hold-the-Price Maturities*"), the City will treat the first price at which at least ten percent (a "Substantial Amount") in principal amount of each maturity of the Bonds is sold to the Public as of the Sale Date (the *"Substantial Amount Test"*) as the issue price of that maturity (or each separate CUSIP number within that maturity). At or promptly after the execution of this Agreement, the Underwriter will report to the City the price or prices at which the Participating Underwriters have offered and sold to the Public each maturity of the Bonds. If at that time the Substantial Amount Test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which the Bonds have been sold by the Participating Underwriters to the Public. That reporting obligation will continue, whether or not the Closing Date has occurred, until the Substantial Amount Test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the Public.

d. *Hold-the-Price Restriction.* The Underwriter agrees, on behalf of the Participating Underwriters, that each Participating Underwriter will neither offer nor sell any of the Hold-the-Price Maturities to any person at a price that is higher than the applicable Initial Offering Price for such maturity during the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Participating Underwriters have sold a Substantial Amount of such a Maturity to the Public at a price that is no higher than the Initial Offering Price of such Maturity (the "Hold-the-Price Restriction").

The Underwriter shall promptly advise the City when the Participating Underwriters have sold a Substantial Amount of each such Hold-The-Price Maturity to the Public at a price that is no higher than the applicable Initial Offering Price such Hold-The-Price Maturity, if that occurs prior to the close of the fifth business day after the Sale Date.

The City acknowledges that, in making the representation set forth in this subparagraph, the Underwriter will rely on (A) the agreement of each Participating Underwriter to comply with the Hold-the-Price Restriction, as set forth in an agreement among underwriters and the related pricing wires, (B) in the event a selling group has been created in connection with the sale of the Bonds to the Public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Price Restriction, as set forth in a selling group agreement and the related pricing wires, and (C) in the event that a Participating Underwriter is a party to a third-party distribution agreement that was employed in connection with the sale of the Bonds, the agreement of each such underwriter,

dealer or broker-dealer that is a party to such agreement to comply with the Hold-the-Price Restriction, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each Participating Underwriter will be solely liable for its failure to comply with its agreement regarding the Hold-the-Price Restriction and that no Participating Underwriter will be liable for the failure of any other Participating Underwriter to comply with its corresponding agreement regarding the Hold-the-Price Restriction as applicable to the Bonds.

e. *Agreements Among Participating Underwriters*. The Underwriter confirms that (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement to which the Underwriter is a party relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter, each dealer who is a member of any selling group, and each broker-dealer that is a party to any such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it until it is notified by the Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds if that maturity have been sold to the Public, (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the relating pricing wires, and (C) acknowledge that, unless otherwise advised by the Participating Underwriter, the Underwriter will assume that based on such agreement each order submitted by the underwriter, dealer or broker-dealer is a sale to the Public; and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each underwriter or broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter or the applicable Participating Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public and (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter or the applicable Participating Underwriter and as set forth in the relating pricing wires, and

f. *Sale to Related Party not a Sale to the Public.* The Participating Underwriters acknowledge that sales of any Bonds to any person that is a Related Party to a Participating Underwriter do not constitute sales to the Public for purposes of this Section. If a Related Party to a Participating Underwriter purchases during the initial offering period all of a Hold-The-Price Maturity, the related Participating Underwriter will notify the Underwriter and will take steps to confirm in writing that such Related Party will either (i) hold such Bonds for its own account, without present intention to sell, reoffer, or otherwise dispose of such Bonds for at least five business days from the Sale Date, or (ii) comply with the Hold-the-Price Restriction. The Underwriter will notify the Issuer if any of the Hold-the-Price Maturities are allotted to a Participating Underwriter or sold or allotted to a Related Party of the Underwriter.

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated September 25, 2026, (the "Preliminary Limited Offering Memorandum"), in a "designated electronic format," as defined in the MSRB Rule G-32 ("Rule G-32"). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the "Limited Offering Memorandum") which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended ("Rule 15c2-12"), (iii) in a "designated electronic format," and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the "Limited Offering Memorandum." Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

b. Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the limited public offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

c. Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the limited public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably

request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the twenty-fifth (25th) day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the "Non-City Disclosures") (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in any maps included therein or under the captions and subcaptions "PLAN OF FINANCE — Development Plan and Plan of Finance," "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "BOOK-ENTRY ONLY SYSTEM," "THE MAJOR IMPROVEMENT AREA IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPERS," "THE ADMINISTRATOR," "APPRAISAL," "BONDHOLDERS' RISKS" (only as it pertains to the Developers, the Major Improvement Area Improvements and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developers," "CONTINUING DISCLOSURE — The Developers" and " — The Developers' Compliance with Prior Undertakings," "INFORMATION RELATING TO THE TRUSTEE," "APPENDIX E-2," "APPENDIX E-3" and "APPENDIX F." If such notification shall be subsequent to the Closing (as defined herein), the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The

City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

e. Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access system within one (1) business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing Date.

f. Limited Offering. The Underwriter hereby represents, warrants and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five (35) persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act) or "Qualified Institutional Buyers" (as defined in Rule 144A under the Securities Act).

6. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

a. Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the "State"), and has, and at the Closing Date will have, full legal right, power and authority:

(i) to enter into and perform its duties and obligations under:

(1) this Agreement;

(2) the Indenture;

(3) the "PID Construction, Financing and Reimbursement Agreement Heirloom Improvement District," dated [_____,], 2026 (the "Financing Agreement") executed and delivered by the City, Heirloom East Tx, LLC, a Delaware limited liability company (the "Heirloom East Developer") and HEIRLOOMTX, LLC, a Delaware Limited Liability Company (the "Heirloom Tx Developer" and, together with the Heirloom East Developer, the "Developers"), and consented to by Georgetown Independent School District, a political subdivision of the State of Texas ("Georgetown ISD") and Heirloom1 Communities TX, LLC, a Delaware limited liability company (the "Landowner");

(4) the "Development and Construction Agreement (Heirloom)," effective August 27, 2025, as amended by a First Amendment to Development and Construction Agreement (Heirloom) dated [_____], 2026 (collectively, the "Development Agreement") executed and delivered by the City, the Developers, Georgetown ISD, and consented to the Landowner; and

(5) the "Continuing Disclosure Agreement of Issuer" with respect to the Bonds, dated as of November 1, 2026 (the "Continuing Disclosure Agreement of Issuer"), executed and delivered by the City, P3Works, LLC, (the "Administrator") and UMB Bank, N.A., as dissemination agent;

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Financing Agreement, (4) the Development Agreement, (5) the Continuing Disclosure Agreement of Issuer, and (6) the Limited Offering Memorandum (the documents described by subclauses (1) through (6) being referred to collectively herein as the "City Documents").

b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

c. Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the Bond Ordinance and the other City Documents.

d. No Breach or Default. As of the time of acceptance hereof, and to its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the

passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with the obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a breach of or default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any portion of the Trust Estate or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

f. Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Major Improvement Area Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of certain revenues and the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

g. Major Improvement Area Assessments. The Major Improvement Area Assessments constituting the security for the Bonds have been levied by the City in accordance with the Assessment Ordinance and the Act on those parcels of land identified in the Assessment Roll (as defined in the Service and Assessment Plan). According to the Act, such Major Improvement Area Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

h. Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.

i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Major Improvement Area Assessments which secure the Bonds without the prior approval of the Underwriter.

j. Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures.

k. Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to Section 5(d) of this Agreement) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures; and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

l. Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 5 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

m. Compliance with Rule 15c2-12. During the past five (5) years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

o. Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

p. Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and/or warranty, as applicable in the legal context, by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

q. Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

r. Municipal Advisor. The City has engaged Specialized Public Finance, Inc. as its municipal advisor (the "Municipal Advisor") in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

7. Developers Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive (a) from the Heirloom East Developer an executed Heirloom East Developer Letter of Representations (the "Heirloom East Developer Letter of Representations") in the form of Appendix A-1 hereto, and (b) from the Heirloom Tx Developer an executed Heirloom Tx Developer Letter of Representations (the "Heirloom Tx Developer Letter of Representations") in the form of Appendix A-2 hereto. At the Closing, the City and the Underwriter shall receive (a) a certificate signed by the Heirloom East Developer as set forth in Section 10(e) hereof (the "Heirloom East Developer Closing Certificate"), and (b) a certificate signed by the Heirloom Tx Developer as set forth in Section 10(e) hereof (the "Heirloom Tx Developer Closing Certificate").

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its "FAST" System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to McCall, Parkhurst & Horton L.L.P. ("Bond Counsel"), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the "Closing." The Bonds will be made available to the Underwriter or Underwriter's Counsel (as defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

9. Underwriter's Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein, in the Heirloom East Developer Letter of Representations, and in the Heirloom Tx Developer Letter of Representations, and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

a. Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

b. Executed Agreements and Performance Thereunder. At the time of the Closing (i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full force and effect such other ordinances, resolutions or actions of the City as, in the opinion of Bond Counsel and Underwriter's Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Developers as, in the opinion of Metcalfe Wolff Stuart & Williams, LLP ("Developers' Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developers described in the Heirloom East Developer Letter of Representations, the Heirloom Tx Developer Letter of Representations, the Financing Agreement, the Development Agreement, the Continuing Disclosure Agreement of Heirloom East Developer with respect to the Bonds, dated as of November 1, 2026, executed and delivered by the Heirloom East Developer, P3Works, LLC, as Administrator, and UMB Bank, N.A. as dissemination agent (the "Continuing Disclosure Agreement of Heirloom East Developer"), the Continuing Disclosure Agreement of Heirloom Tx Developer with respect to the Bonds, dated as of November 1, 2026, executed and delivered by the Heirloom Tx Developer, P3Works, LLC, as Administrator, and UMB Bank, N.A. as dissemination agent (the "Continuing Disclosure Agreement of Heirloom Tx Developer"), the Landowner Consent Certificate of the Heirloom East Developer, dated October [13], 2026 (the "Heirloom East Developer Landowner Consent Certificate"), the Landowner Consent Certificate of the Heirloom Tx Developer, dated October [13], 2026 (the "Heirloom Tx Developer Landowner Consent Certificate"), and the Landowner Consent Certificate of the Landowner, dated October [13], 2026 (the "Landowner Landowner Consent Certificate" and, together with the Heirloom East Developer Letter of Representations, the Heirloom Tx Developer Letter of Representations, the Financing Agreement, the Development Agreement, Continuing Disclosure Agreement of Heirloom East Developer, Continuing Disclosure Agreement of Heirloom Tx Developer, the Heirloom East Developer Landowner Consent Certificate and the Heirloom Tx Developer Landowner Consent Certificate, the "Developer Documents"); and (v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Major Improvement Area Improvements and the Development (as defined in the Limited Offering Memorandum), and the Developers shall not be in default in the payment of principal or interest on any of its indebtedness which default shall

materially adversely impact the ability of the Developers to pay the Major Improvement Area Assessments when due or complete the Major Improvement Area Improvements.

d. Closing Documents. At or prior to the Closing, the Underwriter or Underwriter's Counsel shall have received each of the documents required under Section 10 below.

e. Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's reasonable judgment, any of the following shall have occurred:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency

having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; provided, however that such suspension in trading or any disruption in securities settlement, payment or clearance service is not in force on the date hereof; or

(4) there shall have occurred (whether or not foreseeable) (i) any outbreak of hostilities (including, without limitation, an act of terrorism) including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (ii) national or international calamity or crisis, including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(5) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or described in the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than ten percent (10%) of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Major Improvement Area Assessments pledged to pay principal of and interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or

commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

a. Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 10(b) hereof, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter's Counsel, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum but that Bond Counsel has reviewed the statements and information appearing in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE — The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS SIMILARLY SECURED," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology," "Billing and Collection Services Agreement" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (first paragraph only) and "— Legal Opinions" (except for the final paragraph thereof), "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS," and "APPENDIX B" and Bond Counsel is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance, and the Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has or at the time of the adoption thereof had full power and authority to adopt the Creation Resolution, the Assessment Ordinance, and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the "City Actions") and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Financing Agreement, the Continuing Disclosure Agreement of Issuer, and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to governmental entities.

c. City Legal Opinion. An opinion of the City Attorney dated the Closing Date and addressed to the Underwriter, the City and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

d. Opinions of Developers' Counsel. Opinion of Developers' Counsel, substantially in the form of Appendix D hereto, dated the Closing Date and addressed to the City, Bond Counsel, the attorney for the City, the Underwriter, and the Trustee.

e. Developers' Closing Certificates. The (i) Heirloom East Developer Closing Certificate dated as of the Closing Date, signed by authorized officers of the Heirloom East Developer in substantially the form of Appendix E-1 hereto, and (ii) Heirloom Tx Developer Closing Certificate dated as of the Closing Date, signed by authorized officers of the Heirloom Tx Developer in substantially the form of Appendix E-2 hereto.

f. City Closing Certificate. A certificate of the City, dated the Closing Date, signed by an appropriate City official, to the effect that:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the best of the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization

and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Major Improvement Area Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.

g. Trustee's Counsel Opinion. An opinion of counsel to the Trustee, dated the Closing Date and addressed to the Underwriter, the City and Bond Counsel, in form and substance acceptable to Underwriter's Counsel, the City and Bond Counsel to the following effect:

(i) The Trustee is duly organized, validly existing and in good standing as a national banking association organized under the laws of the United States of America, with full corporate power and authority to conduct its business and affairs as Trustee;

(ii) The Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture;

(iii) The Indenture has been duly authorized, executed and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms; and

(iv) No consent, approval, authorization or other action by any governmental authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture.

h. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.

i. Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Norton Rose Fulbright US LLP ("Underwriter's Counsel"), to the effect that:

(i) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(ii) Such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Limited Offering Memorandum or in the Limited Offering Memorandum and makes no representation that it has independently verified the accuracy, completeness or fairness of any such statements. In its capacity as counsel to the Underwriter, to assist the Underwriter in part of its responsibility with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, such counsel has participated in conferences with representatives of the Underwriter, representatives of the City, and its counsel, McCall, Parkhurst & Horton L.L.P., as bond counsel, Specialized Public Finance, Inc., as municipal advisor, the public improvement district administrator, the Developer, and its engineers and others, during which the contents of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences (which, with respect to the Preliminary Limited Offering Memorandum, did not extend beyond October [13], 2026, and, with respect to the Limited Offering Memorandum, did not extend beyond its date), and in reliance thereon, on oral and written statements and representations of the City, the Developer and others and on the records, documents, certificates, opinions and matters herein mentioned, such counsel advises the Underwriter as a matter of fact and not opinion that, during the course of such counsel's representation of the Underwriter on this matter, (a) no facts had come to the attention of the attorneys in such counsel's firm rendering legal services to the Underwriter in connection with the Preliminary Limited Offering Memorandum which caused such counsel to believe, as of the date of the Preliminary Limited Offering Memorandum and as of November [10], 2026, based on the documents, drafts, and facts in existence and reviewed as of those dates, that the Preliminary Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except any information marked as preliminary or subject to change, any information permitted to be omitted by Securities and Exchange Commission Rule 15c2-12 or otherwise left blank and any other differences with the information in the Limited Offering Memorandum), and (b) no facts had come to the attention of the attorneys in such counsel's firm rendering legal service to the Underwriter in connection with the Limited Offering Memorandum which caused such counsel to believe that the Limited Offering Memorandum contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, such counsel expressly excludes from the scope of this paragraph and expresses no view or opinion, with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, about any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about verification, feasibility, valuation, appraisals, absorption, real estate or environmental matters, relationship among the

parties, Appendices, or any information about book-entry, DTC, Cede & Co., tax matters, included or referred to therein or omitted therefrom. No responsibility is undertaken or view expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum; and

(iii) The Continuing Disclosure Agreement of Issuer satisfies the requirements contained in Securities and Exchange Commission Rule 15c2-12(b)(5) for an undertaking for the benefit of the holders of the Bonds to provide the information at the times and in the manner required by said Rule; provided that, for purposes of this opinion, such counsel is not expressing any view regarding the content of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum that is not expressly stated in numbered paragraph ii, above.

j. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

k. Delivery of City Documents, Developer Documents and Landowner Consent Certificates. The City Documents, Developer Documents and the Landowner Consent Certificates executed by the Heirloom East Developer, the Heirloom Tx Developer and the Landowner dated as of [October 13], 2026 shall have been executed and delivered in form and content satisfactory to the Underwriter.

l. Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

m. Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.

n. Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

o. Continuing Disclosure Agreements. The Continuing Disclosure Agreement of Issuer, the Continuing Disclosure Agreement of Heirloom East Developer, and the Continuing Disclosure Agreement of Heirloom Tx Developer shall have been executed by the parties thereto in substantially the forms attached to the Limited Offering Memorandum as Appendix E-1, Appendix E-2 and Appendix E-3.

p. Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the

Underwriter, and (ii) a copy of the revised real estate appraisal of the property in the District effective as of August 27, 2026.

q. Letter of Representation of Administrator. Letter of Representation of Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

r. Evidence of Filing of Creation Resolution and Assessment Ordinance. Evidence that (i) the Creation Resolution including a legal description of the District by metes and bounds and (ii) the Assessment Ordinance, including the legal description of the property within the District, the Assessment Roll and a statement indicating the contact for and address of where a copy of the Service and Assessment Plan, and any updates thereto may be obtained or viewed have been filed of record in the real property records of Williamson County, Texas.

s. Developers' Organizational Documents. The Heirloom East Developer and the Heirloom Tx Developer shall each have delivered to the Underwriter and the City, (i) fully executed copies of such Developer's organizational documents, (ii) evidence of good standing in the State of Delaware, (iii) a Certificate of Authority from the Texas Secretary of State, and (iv) verification of franchise tax account status from the Texas Comptroller of Public Accounts.

t. Rule 15c2-12 Certification. A resolution, ordinance or certificate whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds, which certification may be included in the Bond Ordinance.

u. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Continuing Disclosure Agreement of Issuer, the Continuing Disclosure Agreement of the Heirloom East Developer, and the Continuing Disclosure Agreement of the Heirloom Tx Developer, by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

v. BLOR. A copy of the current Blanket Issuer Letter of Representation to DTC signed by the City.

w. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or Underwriter's Counsel may reasonably deem necessary.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion, the opinion of Bond Counsel described in Section 10(a) hereof and all documents required to be delivered by the Developer.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

13. Costs and Expenses.

a. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's Municipal Advisor, the Trustee's counsel, Bond Counsel, Developers' Counsel, and the Trustee relating to the issuance of the Bonds; (iv) the Attorney General's review fees; (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City or the Developers, including but not limited to the fees and expenses of the Appraiser and the Administrator; and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

b. The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its public offering and distribution of the Bonds, except as noted in Subsection 13(a) above.

c. The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Georgetown, 808 Martin Luther King Jr. Street, Georgetown Texas 78626, Attention: City Manager.

Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Tripp Davenport, Director.

15. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided

the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Sections 16 and 22 shall survive any termination of this Agreement.

16. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The City and the Underwriter agree that electronic signatures to this Agreement may be regarded as original signatures.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law and Venue. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas and venue shall lie in Williamson County, Texas.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other party hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Statutory Verifications. The Underwriter makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to the expiration or earlier termination of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. Not a Sanctioned Company. The Underwriter represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. No Boycott of Israel. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

23. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Underwriter, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President – Trading

Accepted at _____ a.m./p.m. central time on the date first stated above.

City of Georgetown, Texas

By: _____
Josh Schroeder, Mayor

SCHEDULE I

$[_____]
CITY OF GEORGETOWN, TEXAS
(a municipal corporation of the State of Texas located in Williamson County)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

Interest Accrues From: Closing Date

$_____ _____% Term Bonds, Due September 15, 20__, Priced to Yield _____%; CUSIP _____ [(a) (b) (c) (d)]

$_____ _____% Term Bonds, Due September 15, 20__, Priced to Yield _____%; CUSIP _____ [(a) (b) (c) (d)]

$_____ _____% Term Bonds, Due September 15, 20__, Priced to Yield _____%; CUSIP _____ [(a) (b) (c) (d)]

(a) CUSIP numbers are included solely for the convenience of owners of the Bonds. CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services ("CGS"), managed by FactSet Research Systems Inc. on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the service provided by CGS. CUSIP numbers are provided for convenience of reference only. The City, the City's Municipal Advisor and the Underwriter do not take any responsibility for the accuracy of such numbers.

(b) The Bonds are subject to redemption, in whole or in part, before their scheduled maturity, at the option of the City, on any date on or after September 15, 20__, such redemption date or dates to be fixed by the City, at the redemption price of 100% of principal amount thereof, plus accrued interest to the date of redemption, as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(c) The Bonds are also subject to mandatory sinking fund redemption and extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(d) The Bonds maturing September 15, 20__, September 15, 20__, and September 15, 20__ are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installment as set forth in the following schedules:

$_____ Bonds Maturing September 15, 20__

Redemption Date	**Sinking Fund Installment**
September 15, 20__	$
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__ †	

† Stated Maturity

$ Bonds Maturing September 15, 20

Redemption Date	Sinking Fund Installment
September 15, 20__	$
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__ †	

† Stated Maturity

$ Bonds Maturing September 15, 20

Redemption Date	Sinking Fund Installment
September 15, 20__	$
September 15, 20__	
September 15, 20__	
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† Stated Maturity

APPENDIX A-1

FORM OF HEIRLOOM EAST DEVELOPER LETTER OF REPRESENTATIONS

$[_____]
CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA)

HEIRLOOM EAST DEVELOPER LETTER OF REPRESENTATIONS

October [13], 2026

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

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Georgetown, Texas (the "City") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase of the $[_____] "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)" (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, Heirloom East Tx, LLC, a Delaware limited liability company (the "Heirloom East Developer"), makes the representations, warranties, and covenants contained in this Heirloom East Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Heirloom East Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Heirloom East Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Heirloom East Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Heirloom East Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Heirloom East Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Heirloom East Developer will notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Heirloom East Developer Letter of Representations and any certificate delivered by the Heirloom East Developer in accordance with the Bond Purchase Agreement, the Heirloom East Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in all of the maps included therein and under the captions and subcaptions "PLAN OF FINANCE — Development Plan and Plan of Finance," "THE MAJOR IMPROVEMENT AREA IMPROVEMENTS," "THE DEVELOPMENT," and "THE DEVELOPERS" (only as it pertains to the Heirloom East Developer), and, to the Heirloom East Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Heirloom East Developer, the Landowner, the Major Improvement Area Improvements and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developers," (only as it pertains to the Heirloom East Developer) "CONTINUING DISCLOSURE — The Developers" and " — The Developers' Compliance with Prior Undertakings," (only as it pertains to the Heirloom East Developer) "SOURCES OF INFORMATION — Source of Certain Information," "APPENDIX E-2," "APPENDIX F," and "APPENDIX G" (collectively, the "Heirloom East Developer Disclosures") in accordance with subsection 4(f) herein.

3. Heirloom East Developer Documents. The Heirloom East Developer has executed and delivered each of the below listed documents (individually, a "Heirloom East Developer Document" and collectively, the "Heirloom East Developer Documents") in the capacity provided for in each such Heirloom East Developer Document, and each such Heirloom East Developer Document constitutes a valid and binding obligation of the Heirloom East Developer, enforceable against the Heirloom East Developer in accordance with its terms:

a. this Heirloom East Developer Letter of Representations;

b. the "PID Construction, Financing and Reimbursement Agreement Heirloom Improvement District," dated [_____,], 2026 (the "Financing Agreement") executed and delivered by the City, the Heirloom East Developer, and HEIRLOOMTX, LLC, a Delaware Limited Liability Company (the "Heirloom Tx Developer" and, together with the Heirloom East Developer, the "Developers"), and consented to by Georgetown Independent School District, a political subdivision of the State of Texas ("Georgetown

ISD") and Heirloom1 Communities TX, LLC, a Delaware limited liability company (the "Landowner");

c. the "Development and Construction Agreement (Heirloom)," effective August 27, 2026, as amended by a First Amendment to Development and Construction Agreement (Heirloom) dated [_____], 2026 (collectively, the "Development Agreement") executed and delivered by the City, Georgetown ISD and the Developers, and consented to by the Landowner;

d. the Continuing Disclosure Agreement of Heirloom East Developer, executed and delivered by the Heirloom East Developer, P3Works, LLC, as Administrator, and UMB Bank, N.A., as dissemination agent; and

e. the Landowner Consent Certificate of the Heirloom East Developer, dated October [13], 2026.

The Heirloom East Developer has complied in all material respects with all of the Heirloom East Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Heirloom East Developer under the Heirloom East Developer Documents on or prior to the date hereof.

The representations and warranties of the Heirloom East Developer contained in the Heirloom East Developer Documents are true and correct in all material respects on and as of the date hereof.

4. Heirloom East Developer Representations, Warranties and Covenants. The Heirloom East Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. The Heirloom East Developer is duly formed and validly existing as a limited liability company under the laws of the State of Delaware.

b. Organizational Documents. The copies of the organizational documents of the Heirloom East Developer provided by the Heirloom East Developer to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented since delivery to the City and the Underwriter and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Heirloom East Developer Documents by Heirloom East Developer does not violate any judgment, order, writ, injunction or decree binding on Heirloom East Developer or any indenture, agreement, or other instrument to which the Heirloom East Developer is a party.

d. No Litigation. Other than as described in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum, there are no proceedings pending or threatened in writing before any court or administrative agency against the Heirloom East Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Heirloom East Developer to

perform its obligations under the Heirloom East Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Heirloom East Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Heirloom East Developer represents and warrants that the information set forth in the Heirloom East Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Heirloom East Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. To the Heirloom East Developer's knowledge, no "Event of Default" or "event of default" by the Heirloom East Developer under any of the Heirloom East Developer Documents or under any material documents relating to the financing and construction of the Major Improvement Area Improvements to which the Heirloom East Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default" by the Heirloom East Developer, has occurred and is continuing.

5. Indemnification.

a. The Heirloom East Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act of 1933 or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Heirloom East Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Heirloom East Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Heirloom East Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Heirloom East Developer Letter of Representations will be binding upon the Heirloom East Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Heirloom East Developer Letter of Representations.

[Signature page follows.]

HEIRLOOM EAST TX, LLC,
a Delaware limited liability company

By:_____
Daniel A. Traylor, Manager

APPENDIX A-2

FORM OF HEIRLOOM TX DEVELOPER LETTER OF REPRESENTATIONS

$[_____]
CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA)

HEIRLOOM TX DEVELOPER LETTER OF REPRESENTATIONS

October [13], 2026

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

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Georgetown, Texas (the "City") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase of the $[_____] "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)" (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, HEIRLOOMTX, LLC, a Delaware Limited Liability Company (the "Heirloom Tx Developer"), makes the representations, warranties, and covenants contained in this Heirloom Tx Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Heirloom Tx Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Heirloom Tx Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Heirloom Tx Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Heirloom Tx Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Heirloom Tx Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Heirloom Tx Developer will notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Heirloom Tx Developer Letter of Representations and any certificate delivered by the Heirloom Tx Developer in accordance with the Bond Purchase Agreement, the Heirloom Tx Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in all of the maps included therein and under the captions and subcaptions "PLAN OF FINANCE — Development Plan and Plan of Finance," "THE MAJOR IMPROVEMENT AREA IMPROVEMENTS," "THE DEVELOPMENT," and "THE DEVELOPERS" (only as it pertains to the Heirloom Tx Developer), and, to the Heirloom Tx Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Heirloom Tx Developer, the Landowner, the Major Improvement Area Improvements and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developers," (only as it pertains to the Heirloom Tx Developer) "CONTINUING DISCLOSURE — The Developers" and " — The Developers' Compliance with Prior Undertakings," (only as it pertains to the Heirloom Tx Developer) "SOURCES OF INFORMATION — Source of Certain Information," "APPENDIX E-3," "APPENDIX F" and "APPENDIX G" (collectively, the "Heirloom Tx Developer Disclosures") in accordance with subsection 4(f) herein.

3. Heirloom Tx Developer Documents. The Heirloom Tx Developer has executed and delivered each of the below listed documents (individually, a "Heirloom Tx Developer Document" and collectively, the "Heirloom Tx Developer Documents") in the capacity provided for in each such Heirloom Tx Developer Document, and each such Heirloom Tx Developer Document constitutes a valid and binding obligation of the Heirloom Tx Developer, enforceable against the Heirloom Tx Developer in accordance with its terms:

a. this Heirloom Tx Developer Letter of Representations;

b. the "PID Construction, Financing and Reimbursement Agreement Heirloom Improvement District," dated [_____,], 2026 (the "Financing Agreement") executed and delivered by the City, Heirloom East Tx, LLC, a Delaware limited liability company (the "Heirloom East Developer" and, together with the Heirloom Tx Developer, the "Developers") "), and consented to by Georgetown Independent School District, a political subdivision of the State of Texas ("Georgetown ISD") and Heirloom1 Communities TX, LLC, a Delaware limited liability company (the "Landowner");

c. the "Development and Construction Agreement (Heirloom)," effective August 27, 2026, as amended by a First Amendment to Development and Construction Agreement (Heirloom) dated [_____], 2026 (collectively, the "Development Agreement") executed and delivered by the City, Georgetown ISD and the Developers, and consented to by the Landowner;

d. the Continuing Disclosure Agreement of the Heirloom Tx Developer, executed and delivered by the Heirloom Tx Developer, P3Works, LLC, as Administrator, and UMB Bank, N.A., as dissemination agent; and

e. the Landowner Consent Certificate of the Heirloom Tx Developer, dated October [13], 2026.

The Heirloom Tx Developer has complied in all material respects with all of the Heirloom Tx Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Heirloom Tx Developer under the Heirloom Tx Developer Documents on or prior to the date hereof.

The representations and warranties of the Heirloom Tx Developer contained in the Heirloom Tx Developer Documents are true and correct in all material respects on and as of the date hereof.

4. Heirloom Tx Developer Representations, Warranties and Covenants. The Heirloom Tx Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. The Heirloom Tx Developer is duly formed and validly existing as a limited liability company under the laws of the State of Delaware.

b. Organizational Documents. The copies of the organizational documents of the Heirloom Tx Developer provided by the Heirloom Tx Developer to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented since delivery to the City and the Underwriter and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Heirloom Tx Developer Documents by Heirloom Tx Developer does not violate any judgment, order, writ, injunction or decree binding on Heirloom Tx Developer or any indenture, agreement, or other instrument to which the Heirloom Tx Developer is a party.

d. No Litigation. Other than as described in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum, there are no proceedings pending or threatened in writing before any court or administrative agency against the Heirloom Tx Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Heirloom Tx Developer to perform its obligations under the Heirloom Tx Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of

the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Heirloom Tx Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Heirloom Tx Developer represents and warrants that the information set forth in the Heirloom Tx Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Heirloom Tx Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. To the Heirloom Tx Developer's knowledge, no "Event of Default" or "event of default" by the Heirloom Tx Developer under any of the Heirloom Tx Developer Documents or under any material documents relating to the financing and construction of the Major Improvement Area Improvements to which the Heirloom Tx Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default" by the Heirloom Tx Developer, has occurred and is continuing.

5. Indemnification.

a. The Heirloom Tx Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act of 1933 or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Heirloom Tx Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Heirloom Tx Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Heirloom Tx Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Heirloom Tx Developer Letter of Representations will be binding upon the Heirloom Tx Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Heirloom Tx Developer Letter of Representations.

[Signature page follows.]

HEIRLOOMTX, LLC,
a Delaware limited liability company

By: CH II HEIRLOOMTX, LLC,
its Manager

By: _____
Name: _____
Title: _____

APPENDIX B

$[_____]
CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, as the duly authorized representative of FMSbonds, Inc. ("Purchaser"), with respect to the City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project) issued by the City of Georgetown, Texas ("Issuer") in the principal amount of $[_____] ("Bonds"), hereby certifies, based on its records and information, as follows:

(a) The first price at which at least ten percent ("Substantial Amount") of the principal amount of each maturity of the Bonds having the same credit and payment terms (a "Maturity") was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (the "Public") is set forth in the final Official Statement relating to the Bonds.

(b) On or before the first day on which the Bond Purchase Agreement is entered into (the "Sale Date"), the Purchaser offered to the Public each Maturity of the Hold-the-Price Maturities at their respective initial offering prices (the "Initial Offering Prices"), as listed in the final Limited Offering Memorandum relating to the Bonds.

(c) As set forth in the Bond Purchase Agreement, the Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the respective Initial Offering Price for such Maturity until a date that is the earlier of the close of the fifth Business Day after the Sale Date or the date on which the Purchaser sells a Substantial Amount of a Maturity of the Bonds to the Public at no higher price than the Initial Offering Price for such Maturity.

A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule A.

For purposes of this Issue Price Certificate, the term "Underwriter" means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by McCall, Parkhurst & Horton L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

FMSbonds, Inc.,
as Underwriter

By:_____

Name: Theodore A. Swinarski
Title: Senior Vice President – Trading

Dated: November [10], 2026

SCHEDULE A

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

APPENDIX C

[LETTERHEAD OF CITY ATTORNEY]

November [10], 2026

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

UMB Bank, N.A.
6034 West Courtyard Drive, Suite 225
Austin, Texas 78730

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

$[_____]
CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

Ladies and Gentlemen:

I am the City Attorney for the City of Georgetown, Texas (the "City") and am rendering this opinion in connection with the issuance and sale of $[_____] "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)" (the "Bonds"), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to an ordinance adopted by the City Council of the City (the "City Council") on October [13], 2026 (the "Bond Ordinance") and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act") and the Indenture of Trust dated as of November 1, 2026 (the "Indenture") by and between the City and UMB Bank, N.A., as trustee (the "Trustee"). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In connection with rendering this opinion, I have reviewed the:

(a) The Resolution No. 082625-6 (the "Creation Resolution") enacted by the City Council on August 26, 2025;

(b) The Assessment Ordinance, and the Service and Assessment Plan attached as an exhibit thereto;

(c) The Bond Ordinance;

(d) The Indenture;

(e) The Development Agreement;

(f) The Financing Agreement; and

(g) The Continuing Disclosure Agreement of Issuer

The Creation Resolution, the Assessment Ordinance, the Indenture and the Bond Ordinance shall hereinafter be referred to as the "Authorizing Documents" and the remaining documents shall hereinafter be collectively referred to as the "City Documents."

In all such examinations, I have assumed that all signatures on documents and instruments executed by the City are genuine and that all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, I have assumed the due authorization, execution and delivery of the City Documents by all parties other than the City.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, I am of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the City Documents. The City has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the City Documents and the performance of its obligations thereunder.

2. To the best of my knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Major Improvement Area Assessments in the District pursuant to the provisions of the Assessment Ordinance, the Bond Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City's performance of the City Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The City Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such City Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to

action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the City Documents will not violate any provision of any federal or Texas constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the City Documents.

7. The City has duly authorized and delivered the Preliminary Limited Offering Memorandum.

8. Based upon my limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES," "THE CITY," "THE DISTRICT," "LEGAL MATTERS — Litigation — The City," "CONTINUING DISCLOSURE — The City" and " — The City's Compliance with Prior Undertakings" and "APPENDIX A" is a fair and accurate summary of the law and the documents and facts summarized therein.

9. The adoption of the Authorizing Documents and the execution and delivery of the City Documents and the compliance with the provisions of the Authorizing Documents and the City Documents under the circumstances contemplated thereby, to the best of my knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order or consent decree to which the City is subject.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

_____

ATTORNEY FOR THE CITY

APPENDIX D

[LETTERHEAD OF DEVELOPER'S COUNSEL]

November [10], 2026

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

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

UMB Bank, N.A.
6034 West Courtyard Drive, Suite 225
Austin, Texas 78730

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave, Suite 2150
Austin, TX 78701

Carls Law Firm
901 South MoPac Expressway
Building 2, Suite 500t
Austin, TX 78746

$[_____]
CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

Ladies and Gentlemen:

We have acted as special counsel to Heirloom East Tx, LLC, a Delaware limited liability company (the "*Heirloom East Developer*"), and HEIRLOOMTX, LLC, a Delaware limited liability company (the "*Heirloom Tx Developer*" and, together with the Heirloom East Developer, the "*Developers*"), and in connection with the issuance and sale by the City of Georgetown, Texas (the "Issuer"), of $[_____] City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project) (the *"Bonds"),* pursuant to the Indenture of Trust dated as of November 1, 2026 (the *"Indenture"),* by and between the Issuer and UMB Bank, N.A., as trustee (the *"Trustee").* Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Heirloom" (the *"Development")* located in the City of Georgetown, Texas.

The Bonds are being sold to FMSbonds, Inc. (the *"Underwriter"),* pursuant to that certain Bond Purchase Agreement dated October [13], 2026 (the *"Bond Purchase Agreement"),* between the Issuer and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) the following documents (collectively, the *"Material Documents"):*

(1) the Financing Agreement, executed and delivered by the City, the Heirloom East Developer, and the Heirloom Tx Developer;

(2) the Continuing Disclosure Agreement of the Heirloom East Developer;

(3) the Continuing Disclosure Agreement of the Heirloom Tx Developer;

(4) Development and Construction Agreement (Heirloom), as amended by a First Amendment to Development and Construction Agreement (Heirloom) (collectively, the "Development Agreement") executed and delivered by the City, Georgetown ISD and the Developers, and consented to by the Landowner;

(5) the Bond Purchase Agreement;

(6) the Heirloom East Developer Letter of Representations dated October [13], 2026;

(7) the Heirloom Tx Developer Letter of Representations dated October [13], 2026;

(8) the Landowner Consent Certificate of the Heirloom East Developer, dated October [13], 2026;

(9) the Landowner Consent Certificate of the Heirloom Tx Developer, dated October [13], 2026;

(10) the Landowner Consent Certificate of the Heirloom Tx Developer, dated October [13], 2026;

(11) the Landowner Consent Certificate of Heirloom1 Communities TX, LLC, a Delaware limited liability company;

(b) The General Certificate of the Heirloom East Developer, the General Certificate of the Heirloom Tx Developer, the Closing Certificate of Heirloom East Developer, and the Closing Certificate of Heirloom Tx Developer, each dated as of the date hereof (the *"Closing Certificates of Developers")*;

(c) The Preliminary Limited Offering Memorandum, dated September 25, 2026 relating to the issuance of the Bonds (the *"Preliminary Limited Offering Memorandum")*;

(d) The final Limited Offering Memorandum, dated October [13], 2026, relating to the issuance of the Bonds (collectively with the Preliminary Limited Offering Memorandum, the *"Limited Offering Memorandum")*; and

(e) Such other documents, records, agreements and certificates of the Developers as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

In basing the opinions and other matters set forth herein on "our knowledge," the words "our knowledge" signify that, in the course of our representation of the Developers, the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports, and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words "our knowledge" and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developers): (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto (other than the Developers) and that each such document constitutes a valid, binding, and enforceable obligation of each party thereto (other than the Developers), (ii) that all of the parties (other than the Developers) to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developers to execute, deliver, and perform its obligations under the Material Documents), (iii) that each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developers in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any governmental authority of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party (other than the Developers) of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts, or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of

the transaction as reflected in the Material Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than the Developers) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Material Documents (other than the Developers) has full authority to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that neither the Underwriter nor the Issuer nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The Heirloom East Developer and the Heirloom Tx Developer are each (i) a limited liability company, (ii) validly existing under the laws of the State of Delaware and (iii) in good standing under the laws of the State of Delaware, and (iv) authorized to do business in the State of Texas.

2. The Developers have the full legal right, power, and authority to execute, deliver, and perform their obligations, as applicable, under each of the Material Documents to which they are a party and have taken all necessary actions to authorize the execution, distribution, and delivery by the Developers of such Material Documents and the performance by the Developers of such obligations.

3. The execution and delivery by the Developers of the Material Documents and the performance by the Developers of their obligations under the Material Documents will not, to our knowledge, (i) violate any applicable law, statute, rule, or regulation applicable to the Developers under the laws of the State of Texas; (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Closing Certificates of the Developers or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developers, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developers to perform their obligations under the Material Documents to which they are a party; or (iii) constitute a violation of its articles of incorporation or certificate of formation.

4. To our knowledge, no governmental approval which has not been obtained or taken is required to be obtained or taken by the Developers on or before the date hereof as a condition to (a) the execution and delivery by the Developers of the Material Documents to which they are a party, or (b) the performance by the Developers of their obligations under the Material Documents to which they are a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

5. The Developers have duly executed and delivered each of the Material Documents to which they are a party, and each of the Material Documents constitutes the legal, valid, and binding obligation of the Developers, enforceable against the Developers in accordance with its respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part.

6. There are no actions, suits, or proceedings pending or, to our knowledge after reasonable inquiry, threatened against the Developers identified in the Closing Certificates of Developers or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to (i) the Developers' organization or existence under the laws of the State of Delaware or qualification to do business in the State of Texas, (ii) their authority to execute or deliver the Material Documents to which they are a party; (iii) the validity or enforceability against the Developers of such Documents or the transactions contemplated thereby; (iv) the titles of their officers executing the Material Documents; (v) the execution and delivery of the Material Documents on behalf of the Developers; or (vi) the operations or financial condition of the Developers that would materially adversely affect those operations or the financial condition of the Developers; or (vii) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

7. To our knowledge, no taxes or other charges, including, without limitation, intangible or documentary stamp taxes, mortgage or recording taxes, transfer taxes or similar charges, are payable to the State of Texas by the Developers on account of its execution or delivery of any of the Material Documents or the creation of the indebtedness evidenced or secured by any of the Material Documents or the recording or filing of any of the Material Documents, except for normal filing or recording fees.

8. To our knowledge, the execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, trust agreement, bond note, resolution, agreement, or other instrument to which the Developers are a party or is otherwise subject and which have been identified in the Closing Certificates of Developers which violation, breach or default would materially adversely affect the Developers or their performance of its obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developers, except as expressly described in the Material Documents (a) under applicable law, or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

9. In addition, based upon our participation at conferences with representatives of the City and its counsel, representatives of the Underwriter and its counsel, and with representatives of the Developers, at which the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and any amendment or supplement thereto: the information set forth in the Limited Offering Memorandum under the captions "PLAN OF FINANCE — Development Plan and Plan of Finance," "THE MAJOR IMPROVEMENT AREA IMPROVEMENTS," "THE DEVELOPMENT," and "THE DEVELOPERS," and, to the Developers' knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developers, the Landowner, the Major Improvement Area Improvements and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS – Litigation — The Developers," "CONTINUING DISCLOSURE — The Developers" and "– The Developers' Compliance with Prior Undertakings," "SOURCES OF INFORMATION – Source of Certain Information," "APPENDIX E-2," "APPENDIX E-3," "APPENDIX F," "APPENDIX G" and "APPENDIX H" insofar as such statements constitute matters of law, summaries solely of legal matters, provisions of the Developers' certificate of formation or articles of incorporation or legal proceedings fairly summarize those matters of law, legal matters, provisions of the Developers' certificate of formation or articles of incorporation or legal proceedings in all material respects; and no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph with respect to the Preliminary Limited Offering Memorandum, as of the date of the Preliminary Limited Offering Memorandum, and with respect to the Limited Offering Memorandum, as of the date of the

Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files, or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations, or litigation.

(b) We have relied upon the Closing Certificates of Developers, as well as the representations of the Developers contained in the Material Documents, with respect to certain facts material to our opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

(c) Our opinion delivered pursuant to Section 3 above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developers are a party or by which the Developers are or may be bound.

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, we do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas, and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisement, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

Sincerely,

_____

Metcalfe Wolff Stuart & Williams, LLP

APPENDIX E-1

CLOSING CERTIFICATE OF HEIRLOOM EAST DEVELOPER

Heirloom East Tx, LLC, a Delaware limited liability company (the "Heirloom East Developer"), pursuant to the terms of that certain Bond Purchase Agreement by and between FMSBonds, Inc. (the "Underwriter"), and the City of Georgetown, Texas (the "City"), entered into on October [13], 2026 (the "Bond Purchase Agreement") DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Bond Purchase Agreement.

1. The Heirloom East Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Delaware.

2. Representatives of the Heirloom East Developer have provided information to the City and the "Underwriter to be used in connection with the offering by the City of its $[_____] principal amount of Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project) (the "Bonds"), pursuant to the Preliminary Limited Offering Memorandum, dated September 25, 2026 (the "Preliminary Limited Offering Memorandum"), and Limited Offering Memorandum dated October [13], 2026 (the "Limited Offering Memorandum").

3. The Heirloom East Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Heirloom East Developer's organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Heirloom East Developer has delivered to the Underwriter and the City a (i) certificate of Good Standing from the Delaware Secretary of State, (ii) a Certificate of Authority from the Texas Secretary of State and (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts.

5. The Heirloom East Developer has executed and delivered each of the below listed documents (individually, a "Heirloom East Developer Document" and collectively, the "Heirloom East Developer Documents") in the capacity provided for in each such Heirloom East Developer Document, and each such Heirloom East Developer Document constitutes a valid and binding obligation of the Heirloom East Developer, enforceable against the Heirloom East Developer in accordance with its terms:

(a) the Heirloom East Developer Letter of Representations dated October [13], 2026;

(b) the Financing Agreement, executed and delivered by the City, the Heirloom East Developer, and HEIRLOOMTX, LLC, a Delaware limited liability company (the "Heirloom Tx Developer" and, together with the Heirloom East Developer, the "Developers"), consenting thereto;

(c) Development and Construction Agreement (Heirloom), as amended by a First Amendment to Development and Construction Agreement (Heirloom) (collectively,

the "Development Agreement") executed and delivered by the City, Georgetown ISD and the Developers, and consented to by the Landowner;

(d) the Continuing Disclosure Agreement of Heirloom East Developer, executed and delivered by the Heirloom East Developer, P3Works, LLC, as Administrator, and UMB Bank, N.A., as dissemination agent; and

(f) the Landowner Consent Certificate of the Heirloom East Developer, dated October [13], 2026.

6. The Heirloom East Developer has complied in all material respects with all of the Heirloom East Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Heirloom East Developer under the Heirloom East Developer Documents on or prior to the date hereof.

7. The representations and warranties of the Heirloom East Developer contained in the Heirloom East Developer Documents are true and correct in all material respects on and as of the date hereof.

8. The execution and delivery of the Heirloom East Developer Documents by the Heirloom East Developer does not violate any judgment, order, writ, injunction or decree binding on the Heirloom East Developer or any indenture, agreement, or other instrument to which the Heirloom East Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Heirloom East Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Heirloom East Developer to perform its obligations under the Heirloom East Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

9. The Heirloom East Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in all of the maps included therein and under the captions and subcaptions "PLAN OF FINANCE — Development Plan and Plan of Finance," (only as it pertains to the Heirloom East Developer and the Landowner), "THE MAJOR IMPROVEMENT AREA IMPROVEMENTS," "THE DEVELOPMENT," and "THE DEVELOPERS" (only as it pertains to the Heirloom East Developer) and, to the Heirloom East Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Heirloom East Developer, the Landowner, the Major Improvement Area Improvements and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developers" (only as it pertains to the Heirloom East Developer), "CONTINUING DISCLOSURE — The Developers" and " — The Developers' Compliance with Prior Undertakings" (only as it pertains to the Heirloom East Developer), "SOURCES OF INFORMATION — Source of Certain Information," "APPENDIX E-2," "APPENDIX F," "APPENDIX G" and "APPENDIX H" (collectively, the "Heirloom East Developer Disclosures") and certifies that the same does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum and as of the date of the Limited Offering Memorandum, as applicable; provided, however, that the foregoing

certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum.

10. To the Heirloom East Developer's knowledge, the Heirloom East Developer is in compliance in all material respects with all provisions of applicable law relating to the Heirloom East Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Heirloom East Developer's knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Heirloom East Developer or any portion of the Development that would materially and adversely affect the Heirloom East Developer's ability to complete or cause to be completed the development of the property within the District as described in the Limited Offering Memorandum; and (b) the Heirloom East Developer has no reason to believe that any additional permits, consents and licenses required to complete the development of the property within the District as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

11. The Heirloom East Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

12. The levy of the Major Improvement Area Assessments on property in the District owned by the Heirloom East Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Heirloom East Developer is a party or to which the Heirloom East Developer or any of its property or assets is subject.

13. The Heirloom East Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Heirloom East Developer's ability to perform its obligations under the Heirloom East Developer Documents.

14. The Heirloom East Developer has no knowledge of any physical condition of the Development owned or to be developed by the Heirloom East Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

[SIGNATURE PAGE FOLLOWS.]

Dated: November [10], 2026

HEIRLOOM EAST DEVELOPER:

HEIRLOOM EAST TX, LLC,
a Delaware limited liability company

By:_____
Daniel A. Traylor, Manager

APPENDIX E-2

CLOSING CERTIFICATE OF HEIRLOOM TX DEVELOPER

HEIRLOOMTX, LLC, a Delaware Limited Liability Company (the "Heirloom Tx Developer"), pursuant to the terms of that certain Bond Purchase Agreement by and between FMSBonds, Inc. (the "Underwriter"), and the City of Georgetown, Texas (the "City"), entered into on October [13], 2026 (the "Bond Purchase Agreement") DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Bond Purchase Agreement.

1. The Heirloom Tx Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Delaware, and is authorized to do business in the State of Texas.

2. Representatives of the Heirloom Tx Developer have provided information to the City and the "Underwriter to be used in connection with the offering by the City of its $[_____] principal amount of Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project) (the "Bonds"), pursuant to the Preliminary Limited Offering Memorandum, dated September 25, 2026 (the "Preliminary Limited Offering Memorandum"), and Limited Offering Memorandum dated October [13], 2026 (the "Limited Offering Memorandum").

3. The Heirloom Tx Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Heirloom Tx Developer's organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Heirloom Tx Developer has delivered to the Underwriter and the City a (i) certificate of Good Standing from the Delaware Secretary of State, (ii) a Certificate of Authority from the Texas Secretary of State and (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Heirloom Tx Developer.

5. The Heirloom Tx Developer has executed and delivered each of the below listed documents (individually, a "Heirloom Tx Developer Document" and collectively, the "Heirloom Tx Developer Documents") in the capacity provided for in each such Heirloom Tx Developer Document, and each such Heirloom Tx Developer Document constitutes a valid and binding obligation of the Heirloom Tx Developer, enforceable against the Heirloom Tx Developer in accordance with its terms:

(a) the Heirloom Tx Developer Letter of Representations dated October [13], 2026;

(b) the Financing Agreement, executed and delivered by the City, the Heirloom Tx Developer, and Heirloom East Tx, LLC, a Delaware limited liability company (the "Heirloom East Developer" and, together with the Heirloom Tx Developer, the "Developers"), consenting thereto;

(c) Development and Construction Agreement (Heirloom), as amended by a First Amendment to Development and Construction Agreement (Heirloom) (collectively, the "Development Agreement") executed and delivered by the City, Georgetown ISD and the Developers, and consented to by the Landowner;

(d) the Continuing Disclosure Agreement of Heirloom Tx Developer, executed and delivered by the Heirloom Tx Developer, P3Works, LLC, as Administrator, and UMB Bank, N.A., as dissemination agent; and

(e) the Landowner Consent Certificate of the Heirloom Tx Developer, dated October [13], 2026.

6. The Heirloom Tx Developer has complied in all material respects with all of the Heirloom Tx Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Heirloom Tx Developer under the Heirloom Tx Developer Documents on or prior to the date hereof.

7. The representations and warranties of the Heirloom Tx Developer contained in the Heirloom Tx Developer Documents are true and correct in all material respects on and as of the date hereof.

8. The execution and delivery of the Heirloom Tx Developer Documents by the Heirloom Tx Developer does not violate any judgment, order, writ, injunction or decree binding on the Heirloom Tx Developer or any indenture, agreement, or other instrument to which the Heirloom Tx Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Heirloom Tx Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Heirloom Tx Developer to perform its obligations under the Heirloom Tx Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

9. The Heirloom Tx Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in all of the maps included therein and under the captions and subcaptions "PLAN OF FINANCE — Development Plan and Plan of Finance," (only as it pertains to the Heirloom Tx Developer and the Landowner), "THE MAJOR IMPROVEMENT AREA IMPROVEMENTS," "THE DEVELOPMENT," and "THE DEVELOPERS" (only as it pertains to the Heirloom Tx Developer) and, to the Heirloom Tx Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Heirloom Tx Developer, the Landowner, the Major Improvement Area Improvements and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developers" (only as it pertains to the Heirloom Tx Developer), "CONTINUING DISCLOSURE — The Developers" and " — The Developers' Compliance with Prior Undertakings" (only as it pertains to the Heirloom Tx Developer), "SOURCES OF INFORMATION — Source of Certain Information," "APPENDIX E-3," "APPENDIX F", and "APPENDIX G" (collectively, the "Heirloom Tx Developer Disclosures") and certifies that the same does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Preliminary

Limited Offering Memorandum and as of the date of the Limited Offering Memorandum, as applicable; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum.

10. To the Heirloom Tx Developer's knowledge, the Heirloom Tx Developer is in compliance in all material respects with all provisions of applicable law relating to the Heirloom Tx Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Heirloom Tx Developer's knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Heirloom Tx Developer or any portion of the Development that would materially and adversely affect the Heirloom Tx Developer's ability to complete or cause to be completed the development of the property within the District as described in the Limited Offering Memorandum; and (b) the Heirloom Tx Developer has no reason to believe that any additional permits, consents and licenses required to complete the development of the property within the District as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

11. The Heirloom Tx Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

12. The levy of the Major Improvement Area Assessments on property in the District owned by the Heirloom Tx Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Heirloom Tx Developer is a party or to which the Heirloom Tx Developer or any of its property or assets is subject.

13. The Heirloom Tx Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Heirloom Tx Developer's ability to perform its obligations under the Heirloom Tx Developer Documents.

14. The Heirloom Tx Developer has no knowledge of any physical condition of the Development owned or to be developed by the Heirloom Tx Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

[SIGNATURE PAGE FOLLOWS.]

Dated: November [10], 2026

HEIRLOOM TX DEVELOPER:

HEIRLOOMTX, LLC,
a Delaware limited liability company

By: CH II HEIRLOOMTX, LLC,
its Manager

By: _____
Name: _____
Title: _____

APPENDIX F

[LETTERHEAD OF BARLETTA & ASSOCIATES, INC.]

November [10], 2026

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

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave, Suite 2150
Austin, TX 78701

UMB Bank, N.A.
6034 West Courtyard Drive, Suite 225
Austin, Texas 78730

Re: City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, _____, representative of Barletta & Associates, Inc. ("Barletta"), the appraiser of the undeveloped property contained in Heirloom Public Improvement District (the "District"), does hereby represent the following:

1. Barletta has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated September 25, 2026 and the Limited Offering Memorandum for the Bonds, dated October [13], 2026 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City of Georgetown, Texas, as described above. The information Barletta provided for the Limited Offering Memorandum is the real estate appraisal of the property in the District (the "Appraisal"), located in APPENDIX F to the Limited Offering Memorandum, and the description thereof, set forth under the caption "APPRAISAL — The Appraisal."

2. To the best of my professional knowledge and belief, as of the date of the Appraisal, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. Barletta agrees to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of its name in the Limited Offering Memorandum for the Bonds.

4. Barletta agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about November [10], 2026) which would render any such information in the Limited Offering

Memorandum untrue, incomplete, or incorrect, in a material fact or render any statement in the appraisal materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

BARLETTA & ASSOCIATES, INC.

By: _____
Its: _____

APPENDIX G

[LETTERHEAD OF P3WORKS, LLC]

November [10], 2026

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

FMSbonds, Inc.
5 Cowboy Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave, Suite 2150
Austin, TX 78701

UMB Bank, N.A.
6034 West Courtyard Drive, Suite 225
Austin, Texas 78730

Re: City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, _____, representative of P3Works, LLC ("P3Works"), consultant in connection with the creation by the City of Georgetown, Texas (the "City"), of Heirloom Public Improvement District (the "District"), does hereby represent the following:

1. P3Works has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated September 25, 2026, and the final Limited Offering Memorandum for the Bonds, dated October [13], 2026 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City, as described above. The information P3Works provided for the Limited Offering Memorandum is located (a) under the captions "ASSESSMENT PROCEDURES" and "THE ADMINISTRATOR" and (b) in the Service and Assessment Plan (the "SAP") for the City located in APPENDIX C to the Limited Offering Memorandum.

2. At the request of the City, P3Works has prepared the SAP and acknowledges and agrees that the SAP will be included in the Limited Offering Memorandum for the Bonds.

3. To the best of my professional knowledge and belief, the portions of the Limited Offering Memorandum described in paragraph 1 above do not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

4. P3Works agrees to the use of its name in the Limited Offering Memorandum for the Bonds.

5. P3Works agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this

letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about November [10], 2026) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in a material fact or render any such information materially misleading.

6. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

P3Works, LLC

_____

By: _____

Its: _____

EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

CITY OF GEORGETOWN, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of Issuer, dated as of November 1, 2026 (this "Disclosure Agreement"), is executed and delivered by and among the City of Georgetown, Texas (the "Issuer"), P3Works, LLC (the "Administrator"), and UMB Bank, N.A., acting solely in its capacity as dissemination agent (the "Dissemination Agent"), with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)" (the "Bonds"). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator, and the Dissemination Agent for the benefit of the Holders and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of November 1, 2026, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, the following capitalized terms shall have the following meanings:

"Annual Collections Report" shall mean any Annual Collections Report provided by the Issuer pursuant to, and as described in, Section 5 of this Disclosure Agreement.

"Annual Collections Report Filing Date" shall mean, for each Fiscal Year succeeding the reporting Fiscal Year, the date that is three (3) months after the Final Assessment Payment Date, which Annual Collections Report Filing Date is currently April 30.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in subsection 4(a) of this Disclosure Agreement.

"Annual Financial Statements" shall mean audited or unaudited financial statements of the Issuer prepared in accordance with generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

"Annual Financials Filing Date" shall mean, for each Fiscal Year, the date on which the Annual Financial Statements must be filed with the MSRB, which date is twelve (12) months after the end of the Issuer's Fiscal Year. The Annual Financials Filing Date is currently September 30.

"Annual Information Filing Date" shall mean, for each Fiscal Year, the date on which the Annual Financial Information must be filed with the MSRB, which date is six (6) months after the end of the Issuer's Fiscal Year. The Annual Information Filing Date is currently March 31.

"Assessments" shall have the meaning assigned to Major Improvement Area Assessments in the Indenture.

"Collections Reporting Date" shall mean, for each Tax Year, the date that is one (1) month after the Delinquency Date, which Collections Reporting Date is currently March 1.

"Delinquency Date" shall mean February 1 of the year following the year in which the Assessments were billed or as may be otherwise defined in Section 31.02 of the Texas Tax Code, as amended.

"Developer" shall mean, collectively, Heirloom East Tx, LLC, a Delaware limited liability company (the "Heirloom East Developer"), HEIRLOOMTX, LLC, a Delaware Limited Liability Company (the "Heirloom Tx Developer"), and Heirloom1 Communities TX, LLC, a Delaware limited liability company (the "Heirloom1 Developer").

"Disclosure Agreement of Developer" shall mean, collectively, the Continuing Disclosure Agreement of the Heirloom East Developer, the Continuing Disclosure Agreement of the Heirloom Tx Developer, and the Continuing Disclosure Agreement of the Heirloom1 Developer, each relating to the Bonds, dated as of November 1, 2026, and executed and delivered by the respective Developer, the Administrator, and the Dissemination Agent.

"Disclosure Representative" shall mean the Chief Financial Officer or City Manager of the Issuer or his or her designee or such other officer or employee as the Issuer may designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean UMB Bank, N.A., acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"District" shall mean Heirloom Public Improvement District.

"EMMA" shall mean the Electronic Municipal Market Access system currently available on the internet at http://emma.msrb.org.

"Filing Date" means, collectively, an Annual Financials Filing Date, an Annual Information Filing Date and an Annual Collections Report Filing Date, or, individually, as the context requires, an Annual Financials Filing Date, an Annual Information Filing Date or an Annual Collections Report Filing Date.

"Final Assessment Payment Date" shall mean the calendar day preceding the Delinquency Date.

"Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the Issuer's fiscal year, currently the twelve-month period from October 1 through September 30.

"Listed Events" shall mean any of the events listed in subsection 6(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reports pursuant to the Rule.

"Participating Underwriter" shall mean FMSbonds, Inc., and its successors and assigns.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Tax Year" means the calendar year, or as may be otherwise defined in Section 1.04 of the Texas Tax Code, as amended.

SECTION 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) For each Fiscal Year, commencing with the Fiscal Year ending September 30, 2027, the Issuer shall cause, pursuant to written direction, and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, the Annual Financial Information and the Annual Financial Statements.

(i) The Issuer shall provide or cause to be provided the Annual Financial Information to the MSRB not later than the Annual Information Filing Date; and

(ii) The Issuer shall provide or cause to be provided audited Annual Financial Statements to the MSRB not later than the Annual Financials Filing Date, or if audited Annual Financial Statements are not available by the Annual Financials Filing Date, unaudited Annual Financial Statements, provided to the Dissemination Agent which is consistent with the requirements specified in Section 4 of this Disclosure Agreement.

In each case, the Annual Financial Information and Annual Financial Statements may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall file notice of such change (including the date of the new Fiscal Year) with the MSRB prior to the next Annual Information Filing Date. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) As soon as available, the Issuer shall provide the Annual Financial Information or Annual Financial Statements, as applicable, to the Dissemination Agent together with written direction to file such Annual Financial Information or Annual Financial Statements with the MSRB. The Dissemination Agent shall provide such Annual Financial Information or Annual Financial Statements to the MSRB no later than the applicable Filing Date for such Fiscal Year.

If by the fifth (5th) day before the applicable Filing Date, the Dissemination Agent has not received a copy of the Annual Financial Information or Annual Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Financial Information or Annual Financial Statements pursuant to subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Financial Information or Annual Financial Statements, as applicable, no later than two (2) Business Days prior to the applicable Filing Date; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Financial Information by the Annual Information Filing Date or the Annual Financial Statements by the Annual Financials Filing Date, as applicable, and instruct the Dissemination Agent in writing to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Financial Information, Annual Financial Statements or the notice of failure to file, as applicable, to the MSRB, no later than the applicable Filing Date; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than the applicable Filing Date.

(c) The Dissemination Agent, pursuant to written direction, shall:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Financial Information and the Annual Financial Statements on the dates required in subsection (a);

(ii) on behalf of the Issuer, file the Annual Financial Information and the Annual Financial Statements containing or incorporating by reference the information set forth in Section 4 hereof; and

(iii) if the Issuer has provided the Dissemination Agent with the completed Annual Financial Information and the Annual Financial Statements, as applicable, and the Dissemination Agent has filed such Annual Financial Information or Annual Financial Statements with the MSRB, then the Dissemination Agent shall provide written confirmation to the Issuer stating that the Annual Financial Information or Annual Financial Statements has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

SECTION 4. Content and Timing of Annual Financial Information and Annual Financial Statements.

(a) *Annual Financial Information*. The Annual Financial Information for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Information Filing Date, the following Annual Financial Information (any or all of which may be unaudited):

(i) Information regarding the Bonds and the Trustee in substantially similar form to that shown in the tables provided under Section 4(a)(i) of Exhibit B attached hereto. Such information shall be provided as of the end of the Fiscal Year to which the information being reported relates;

(ii) Financial information and operating data with respect to the Issuer of the general type and in substantially similar form to that shown in the tables provided under Section 4(a)(ii) of Exhibit B attached hereto. Such information shall be provided as of the end of the Fiscal Year to which the information being reported relates;

(iii) Any updates to the Service and Assessment Plan, including the Annual Service Plan Update; and

(iv) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) *Annual Financial Statements*. The Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Financials Filing Date the audited Annual Financial Statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If the audited Annual Financial Statements of the Issuer are not available by the Annual Financials Filing Date, the Issuer shall provide unaudited Annual Financial Statements of the Issuer no later than the Annual Financials Filing Date and audited Annual Financial Statements when and if available.

(c) See Exhibit B hereto for a form for submitting the information set forth in subsection 4(a) above. The Issuer has designated P3Works, LLC as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Financial Information under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference. The Dissemination Agent has no duty or obligation to determine whether or not the information contained in any completed forms containing financial information and operating data as shown in Exhibit B provided to it has been accurately completed and shall only be required to file the forms as completed and provided to it by either the Administrator or the Issuer, pursuant to written direction (which written document may be made by electronic means).

SECTION 5. Annual Collections Report.

(a) For each Fiscal Year succeeding the reporting Fiscal Year, the Issuer shall cause, pursuant to written direction, and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, not later than the Annual Collections Report Filing Date, an Annual Collections Report provided to the Dissemination Agent which complies with the requirements specified in this Section 5; provided that the Issuer may provide the Annual Collections Report as part of the Annual Financial Information, if such Annual Collections Report is available when the Annual Financial Information is provided to the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Not later than ten (10) days prior to the Annual Collections Report Filing Date, the Issuer shall provide the Annual Collections Report to the Dissemination Agent together with written direction to file

such Annual Collections Report with the MSRB. The Dissemination Agent shall provide such Annual Collections Report to the MSRB not later than ten (10) days from receipt of such Annual Collections Report from the Issuer, but in no event later than the Annual Collections Report Filing Date.

If by the fifth (5th) day before the Annual Collections Report Filing Date, the Dissemination Agent has not received a copy of the Annual Collections Report, the Dissemination Agent shall contact the Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Collections Report pursuant to this subsection 5(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Collections Report no later than two (2) Business Days prior to the Annual Collections Report Filing Date or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Collections Report by the Annual Collections Report Filing Date, state the date by which the Annual Collections Report for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached hereto as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Collections Report or the notice of failure to file, as applicable, to the MSRB, no later than the Annual Collections Report Filing Date; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than on the last Business Day prior to the Annual Collections Report Filing Date; or the Issuer will notify the Dissemination Agent in writing that the Issuer will provide or cause to be provided the Annual Collections Report to the MSRB through alternate means. If the Issuer so notifies the Dissemination Agent, the Issuer will provide the Dissemination Agent with a written report certifying that the Annual Collections Report has been provided to the MSRB pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB prior to the second (2nd) Business Day prior to the Annual Collections Report Filing Date. In the event the Issuer fails to provide the Dissemination Agent with such a report, the Dissemination Agent shall file a notice of failure to file no later than the applicable Annual Collections Report Filing Date.

(b) The Annual Collections Report for the Bonds shall contain, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Collections Report Filing Date, certain financial information and operating data with respect to collection of the Assessments of the general type and in substantially similar form to that shown in the tables provided in Exhibit C attached hereto. Such information shall cover the period beginning the first (1st) day of the Fiscal Year succeeding the reporting Fiscal Year through the Collections Reporting Date. If the State Legislature amends the definition of Delinquency Date or Tax Year, the Issuer shall file notice of such change or changes with the MSRB prior to the next Annual Collections Report Filing Date. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Collections Report. In all cases, the Issuer shall have the sole responsibility for the content, design, and other elements comprising substantive contents of the Annual Collections Report under this Section 5.

SECTION 6. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 6, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.

2. Non-payment related defaults, if material.

3. Unscheduled draws on debt service reserves reflecting financial difficulties.

4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Holders, if material.

8. Bond calls, if material, and tender offers.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the Bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership or similar event of the Issuer.

13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

Any sale by the Developer of real property within Major Improvement Area will not constitute a Listed Event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing

body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018. For the avoidance of doubt, the incurrence of Additional Obligations without the filing of a corresponding official statement with the MSRB will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with this Section 6 must be filed with the MSRB.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent in writing to immediately file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event; provided, however, the failure of the Issuer to provide timely written notice to the Dissemination Agent in accordance with this paragraph shall not constitute a failure of the Dissemination Agent to comply with the MSRB's ten (10) Business Day filing requirement.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written direction of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information.

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 6. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 6 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed in writing by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than two (2) Business Days following the day on which it receives such written instructions. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the

Trustee, or any Holder or beneficial owner of any interests in the Bonds, or any other party as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to bond calls only), 10, 13, 14, or 15 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after the occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 7. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator, and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent and the Administrator of an opinion of the City's bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Administrator and the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until they receive written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent and the Administrator may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 6(a).

SECTION 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer discharges the Dissemination Agent without appointing a successor Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within thirty (30) days of such discharge. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be UMB Bank, N.A. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer. The Dissemination Agent may resign at any time with thirty (30) days' written notice to the Issuer.

SECTION 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer, the Administrator, and the Dissemination Agent may jointly amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested in writing by the Issuer or the Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5, or 6(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Financial Information, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(a), and (ii) the Annual Financial Information for the Fiscal Year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Financial Information, Annual Financial Statements, Annual Collections Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Financial Information, Annual Financial Statements, Annual Collections Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information, Annual Financial Statements, Annual Collections Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Holder or beneficial owner of the Bonds may, and the Dissemination Agent (at the written request of any Participating Underwriter or the Holders of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction against all costs, fees, expenses and liabilities for such actions) shall, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement shall not be deemed a default under the Disclosure Agreement of Developer and a default under the Disclosure Agreement of Developer shall not be deemed a default under this Disclosure Agreement.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) Notwithstanding anything to the contrary contained herein, the Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to indemnify and hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only from Annual Collection Costs collected from the property owners in Major Improvement Area, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities that are finally adjudicated by a court of competent jurisdiction to have directly resulted from to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive termination of this Disclosure Agreement, resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. If the Issuer does not provide the Dissemination Agent with the Annual Financial Information or Annual Financial Statements in accordance with Section 4(a) and 4(b), respectively, or the Annual Collections Report in accordance with Section 5(a), the Dissemination Agent shall not be responsible for the failure to submit Annual Financial Information, Annual Financial Statements, or the Annual Collections Report, as applicable, to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean the Dissemination Agent has actual knowledge of any event described in Section 6 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement. The Dissemination Agent shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Dissemination Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting or refraining from acting in good faith upon the advice of such legal counsel.

The Issuer, the Administrator and the Dissemination Agent agree that the legal expenses of the Dissemination Agent, which it is expressly entitled to be paid under this paragraph 12(a), are expenses which may be paid from the Annual Collection Costs.

(b) The Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to indemnify and hold harmless the Administrator, its officers, directors, employees and agents, but only from Annual Collection Costs collected from the property owners in Major Improvement Area, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this Disclosure Agreement, or the failure of the Developer to provide information to the Administrator as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

The Issuer, the Administrator and the Dissemination Agent agree that the legal expenses of the Administrator, which it is expressly entitled to be paid under this paragraph 12(b), are expenses which may be paid from the Annual Collection Costs.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY PARTY TO THIS DISCLOSURE AGREEMENT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION, EXCEPT AS DESCRIBED IN SECTION 11 WITH RESPECT TO THE DISSEMINATION AGENT.

SECTION 13. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set

forth in Exhibit D which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments. Except as expressly set forth in the body of this Disclosure Agreement, the Dissemination Agent has no duties or obligations with respect to Exhibit D. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds, or any other document related to the Bonds.

SECTION 14. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator, or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator, or the Dissemination Agent in other than that person's official capacity.

SECTION 15. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 16. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 17. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Holders and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 18. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Major Improvement Area, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 19. Statutory Verifications. The Dissemination Agent and the Administrator each respectively make the following representations and verifications pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into

this Disclosure Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator, as applicable, within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Disclosure Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Disclosure Agreement, notwithstanding anything in this Disclosure Agreement to the contrary.

(a) Not a Sanctioned Company. The Dissemination Agent and Administrator each respectively represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Dissemination Agent, Administrator and each of their respective parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Dissemination Agent and Administrator each respectively hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Disclosure Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Dissemination Agent and the Administrator each respectively hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Disclosure Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Dissemination Agent and Administrator each respectively hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Disclosure Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

SECTION 20. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement. Submitted herewith is a completed Form 1295 in connection with the Administrator's participation in the execution of this Disclosure Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Issuer hereby confirms receipt of the Form 1295 from the Administrator and the Issuer agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Administrator and the Issuer understand and agree that, with the exception of

information identifying the Issuer and the contract identification number, neither the Issuer nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Administrator; and, neither the Issuer nor its consultants have verified such information.

SECTION 21. Notice. Any written notice required to be given or made hereunder among or between any of the Issuer, the Trustee, the Administrator, the Dissemination Agent and/or Participating Underwriter, shall be given or made by e-mail, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses listed below or at such other addresses as any be specified in writing by any party hereto to the other parties hereto. If the required notice is provided or delivered by e-mail, the sender must request a read or delivery receipt from the recipient confirming that the recipient received the e-mail or the e-mail was delivered with such notice. Failure of any party to this Disclosure Agreement to provide proof of an e-mail read receipt or delivery receipt does not constitute a breach or default by such under this Disclosure Agreement.

If to the Trustee or Dissemination Agent:
UMB Bank, N.A.
Attn: Robert Rodriguez
6034 West Courtyard Drive, Suite 225
Email: Austin, TX 78730
robert.rodriguez@umb.com

If to Administrator:
P3Works, LLC
9284 Huntington Square, Ste 100
North Richland Hills, Texas 76182
Email: admin@p3-works.com

If to the Issuer:
City of Georgetown
Attn: City Manager
808 Martin Luther King Jr. St.
Georgetown, Texas 78626
Email: ms@georgetowntexas.gov

If to Participating Underwriter:
FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034
E-mail: Tdavenport@fmsbonds.com

SECTION 22. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 23. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Issuer, the Administrator, and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

(Signature pages follow.)

CITY OF GEORGETOWN, TEXAS

By: _____
Mayor

UMB Bank, N.A.
(as Dissemination Agent)

By: _____
Authorized Officer

P3Works, LLC
(as Administrator)

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE
[ANNUAL FINANCIAL INFORMATION][ANNUAL COLLECTIONS REPORT]
[AUDITED/UNAUDITED ANNUAL FINANCIAL STATEMENTS]

Name of Issuer:	City of Georgetown, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project) (the "Bonds")
CUSIP Nos.	[insert CUSIP NOs.]
Date of Delivery:	_____, 2026

NOTICE IS HEREBY GIVEN that the City of Georgetown, Texas (the "Issuer"), has not provided [an Annual Financial Information][an Annual Collections Report][audited/unaudited Annual Financial Statements] with respect to the Bonds as required by the Continuing Disclosure Agreement of Issuer dated as of November 1, 2026, by and among the Issuer, P3Works, LLC, as "Administrator," and UMB Bank, N.A., as "Dissemination Agent." The Issuer anticipates that [the Annual Financial Information][the Annual Collections Report][audited/unaudited Annual Financial Statements] will be filed by _____.

Dated: _____

UMB Bank, N.A.,
on behalf of the City of Georgetown, Texas
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Georgetown, Texas

EXHIBIT B

CITY OF GEORGETOWN, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

ANNUAL FINANCIAL INFORMATION*

Delivery Date: _____, 20__

CUSIP Nos: [insert CUSIP Nos.]

DISSEMINATION AGENT

Name: UMB Bank, N.A.
Address: 6034 West Courtyard Drive, Suite 225
City: Austin, TX 78730
Telephone: (512) 582-5859
Contact Person: Attn: Robert Rodriguez

Section 4(a)(i)

BONDS OUTSTANDING

Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount
				–
				–
		Total		

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value(1)	Book Value(1)	Market Value(1)

(1) As such information is provided by the Trustee.

*Excluding audited financial statements of the Issuer

ASSETS AND LIABILITIES OF TRUST ESTATE

Cash Position of Trust Estate for statements dated September 30, 20[__]		
[List of Funds/Accounts Held Under Indenture]	Amount In the Fund	
Total		A
Bond Principal Amount Outstanding		B
Outstanding Assessment Amount to be collected		C
Net Position of Trust Estate and Outstanding Bonds and Assessments		A-B+C

September 30, 20[__] Trust Statements: ☐ Audited ☐ Unaudited

Accounting Type: ☐ Cash ☐ Accrual ☐ Modified Accrual

Section 4(a)(ii)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AND IN SUBSTANTIALLY SIMILAR FORM PROVIDED IN THE FOLLOWING TABLES AS OF THE END OF THE FISCAL YEAR

Debt Service Requirements on the Bonds

Year Ending (September 30)	Principal	Interest	Total

Top [Five] Assessment Payers in Major Improvement Area [(1)]

Property Owner	No. of Parcels/Lots	Percentage of Parcels/Lots	Outstanding Assessments	Percentage of Total Assessments

[(1)] Does not include those owing less than one percent (1%) of total Assessments.

Assessed Value of Major Improvement Area of the District

The [YEAR] certified total assessed value for the Assessed Property in Major Improvement Area of the District is approximately $[AMOUNT] according to the Williamson Central Appraisal District.

Foreclosure History Related to the Assessments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Delinquent Assessment Amount not in Foreclosure Proceedings	Parcels in Foreclosure Proceedings	Delinquent Assessment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
	$		$		$
20__					
20__					
20__					
20__					
20__					

[insert any necessary footnotes]

Collection and Delinquency History of Annual Installments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Total Annual Installment Billed	Parcels Levied[(1)]	Delinquent Amount as of 3/1	Delinquent % as of 3/1	Delinquent Amount as of [9/1]	Delinquent % as of [9/1]	Total Annual Installments Collected[(2)]
	$		$	%	$	%	$
20__							
20__							
20__							
20__							
20__							

[(1)] Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

[(2)] [Does/does not] include interest and penalties.

Parcel Numbers for Delinquencies Equaling or Exceeding 10% of Annual Installments Due

For the past five Fiscal Years, if the total amount of delinquencies as of September 1 equals or exceeds ten percent (10%) of the amount of Annual Installments due, a list of parcel numbers for which the Annual Installments are delinquent.

Fiscal Year Ended (9/30)	Delinquent % as of 9/1	Parcel Numbers
	%	
20__		
20__		

History of Prepayment of Assessments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Number of Prepayments	Amount of Prepayments	Bond Call Date	Amount of Bonds Redeemed
		$		$
20__				
20__				
20__				
20__				
20__				

[insert any necessary footnotes]

ITEMS REQUIRED BY SECTION 4(a)(iii) - (iv)

[Insert a line item for each applicable listing]

EXHIBIT C

CITY OF GEORGETOWN, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

ANNUAL COLLECTIONS REPORT

Delivery Date: _____, 20__

CUSIP Nos: [insert CUSIP Nos.]

DISSEMINATION AGENT

Name: [_____]
Address: [_____]
City: [_____, Texas _____]
Telephone: (___) ___-____
Contact Person: Attn: _____

SELECT FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE COLLECTION OF ASSESSMENTS COVERING THE PERIOD BEGINNING WITH THE FIRST DAY OF THE FISCAL YEAR SUCCEEDING THE REPORTING FISCAL YEAR THROUGH THE COLLECTIONS REPORTING DATE PROVIDED IN COMPLIANCE WITH SUBSECTION 5(A) OF THE ISSUER'S DISCLOSURE AGREEMENT

Foreclosure History Related To The Annual Installments[(1)]

Succeeding Fiscal Year	Delinquent Annual Installment Amount not in Foreclosure Proceedings	Parcels in Foreclosure Proceedings	Delinquent Annual Installment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
20__	$		$		$

(i) Period covered includes October 1, 20__ through March 1, 20__.

Collection and Delinquency of Annual Installments [1]

Succeeding Fiscal Year 20__	Total Annual Installments Levied $	Parcels Levied[2]	Delinquent Amount as of 3/1 $	Delinquent % as of 3/1 %	Total Annual Installments Collected[3] $

[1] Period covered includes October 1, 20__ through March 1, 20__.

[2] Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

[3] [Does/does not] include interest and penalties.

Prepayment of Assessments[1]

Succeeding Fiscal Year	Number of Prepayments	Amount of Prepayments $	Bond Call Date	Amount of Bonds Redeemed $

[1] Period covered includes October 1, 20__ through March 1, 20__.

EXHIBIT D

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES[1]

Date	Delinquency Clock (Days)	Activity
January 31		Assessments are due.
February 1	1	Assessments delinquent if not received.
February 15	15	Immediately upon receipt, but in no event later than February 15, Issuer forwards payment to Trustee for all collections received, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies. Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. Issuer and Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September. **If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Trustee and the Dissemination Agent should be immediately notified in writing**.
March 15	43/44	Trustee pays bond interest payments to Holders. Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent in writing of the occurrence of a draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund, if applicable.

[1] Illustrates anticipated dates and procedures for pursuing the collection of delinquent Annual Installments of Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33, and 34, Texas Tax Code, as amended (the "Code"), and the Tax/Assessor Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas, an amendment to the Code, or otherwise, such modifications shall control.

April 1	59/60	At this point, if total delinquencies are under 5% and if there is adequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account for full September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency.
July 1	**152/153**	**Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments, in accordance with the County Tax Assessor-Collector procedures.** [2] **Preliminary Foreclosure activity commences in accordance with Tax Assessor/Collector's procedures.** **Issuer notifies Trustee and Dissemination Agent in writing of the commencement of preliminary foreclosure activity.** If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer. If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections and if instructed by the Holders under Section 11.2 of the Indenture, Trustee requests that the Issuer commence foreclosure or provide plan for collection and deliver such plan to the Dissemination Agent.
August 15	197/198	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those Holders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than August 15 (day 197/198).

[2] If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

		Foreclosure action to be filed with the court as soon as practicable, in accordance with the Tax Assessor/Collector's procedures. **Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies Holders**. If Holders and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.
August 20	202/203	Issuer forwards payment to Trustee for all Pledged Revenues received as of August 20, along with detailed breakdown, or causes amounts in the Project Collection Fund to be transferred by the Trustee either to the Pledged Revenue Fund or to the Administrative Fund, as directed by the Issuer pursuant to a City Certificate, as applicable.

Council Action

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF GEORGETOWN, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (HEIRLOOM PUBLIC IMPROVEMENT DISTRICT PROJECT)"; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, AN OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
First and Final Reading of the Utility System Revenue Bonds, Series 2026B Ordinance

SUGGESTED ACTION:
Consideration and possible action to approve on first and final reading an Ordinance Authorizing the City of Georgetown, Texas Utility System Revenue Bonds, Series 2026B in the Principal Amount of $29,000,000; Pledging Certain Revenues in Support of the Bonds; Awarding the Sale of the Bonds to the Texas Water Development Board; and Authorizing Other Matters Relating to the Bonds -- Leigh Wallace, Chief Financial Officer

ITEM SUMMARY:
The City is planning to build a new transmission pipeline connecting the Circleville area in eastern Williamson County to northern Georgetown, referred to as the Georgetown Regional Water Initiative. This transmission line will move treated groundwater from new supply sources farther east into Georgetown's existing water system to enhance reliability, flexibility, and long term resiliency. In May, the City Council authorized the City to apply for up to $274,000,000 in low interest financing from the Texas Water Development Board (TWDB). TWDB adopted a resolution approving the City's application in July. In August City Council approved the financing agreements with TWDB for
the first two issuances in order to move forward with the first round of low interest financing this fall. The financing agreements authorize the City to sell the TWDB Georgetown Utility System Revenue

Bonds in two series for a total of $46,000,000 in low interest financing for 2026:
2026 Series B in an amount of $29,000,000
2026 Series C in an amount of $17,000,000

FINANCIAL IMPACT:
All debt service payments related to these bonds will be funded with Utility System revenues generated under the City's rate structure. They are amortized over 30 years.

Funds will be received on November 10, 2026 and will be placed in escrow for the City of Georgetown.

Please note all ordinances will be approved and effective on First Reading in accordance with Section 1201.028, Texas Government Code.

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:

2026B REV Bond Sale.pdf
2026B Utility Bond Ordinance_Final (w exhibits).pdf
2026 TWDB Timetable.pdf

2026B Revenue Bond Sale

October 13, 2026

Utility Infrastructure

- Georgetown Regional Water Initiative – set of projects to receive and transmit new supplies of water
- $46M through Texas Water Development Board SWIFT program
  - 2026 Series B in an amount of $29,000,000
  - 2026 Series C in an amount of $17,000,000
- Supported by adopted utility rates

Series 2026B (Low Interest)

- True Interest Cost: 4.29%
- At the recent open-market rate of 4.98%, this loan saves $3.44M
- TWDB financing provided significant savings to ratepayers

Utility System Revenue Bonds

Consideration and possible action to approve on first and final reading an Ordinance Authorizing the City of Georgetown, Texas Utility System Revenue Bonds, Series 2026B in the Principal Amount of $29,000,000; Pledging Certain Revenues in Support of the Bonds; Awarding the Sale of the Bonds to the Texas Water Development Board; and Authorizing Other Matters Relating to the Bonds.

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF GEORGETOWN, TEXAS UTILITY SYSTEM REVENUE BONDS, SERIES 2026B (LOW INTEREST) IN THE PRINCIPAL AMOUNT OF $29,000,000; PLEDGING CERTAIN REVENUES IN SUPPORT OF THE BONDS; AWARDING THE SALE OF THE BONDS TO THE TEXAS WATER DEVELOPMENT BOARD; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE BONDS

Adopted October 13, 2026

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF GEORGETOWN, TEXAS UTILITY SYSTEM REVENUE BONDS, SERIES 2026B (LOW INTEREST) IN THE PRINCIPAL AMOUNT OF $29,000,000; PLEDGING CERTAIN REVENUES IN SUPPORT OF THE BONDS; AWARDING THE SALE OF THE BONDS TO THE TEXAS WATER DEVELOPMENT BOARD; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE BONDS

WHEREAS, the City Council of the City of Georgetown, Texas (the "City") deems it necessary and desirable, as set forth in this Ordinance, to issue revenue bonds for the purpose of financing certain improvements and extensions to the City's System (as defined herein) as well as paying professional services including legal, fiscal, architectural, engineer and any costs of issuance associated therewith; and

WHEREAS, the Bonds (as defined herein) authorized by this Ordinance are being issued and delivered pursuant to the City Charter and Chapter 1502, Texas Government Code, as amended, and any other applicable laws; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. DEFINITIONS. For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in Exhibit "A" to this Ordinance have the meanings assigned to them in Exhibit "A".

Section 2. AMOUNT AND PURPOSE OF THE BONDS. (a) The bonds of the City further described in Section 3 of this Ordinance (the "Bonds") are hereby authorized to be issued and delivered in the aggregate principal amount of **$29,000,000 FOR THE PURPOSE OF (1) EXTENDING AND IMPROVING THE CITY'S WATER SYSTEM, INCLUDING CONSTRUCTING TWO WATER TREATMENT AND DISTRIBUTION SITES AND (2) PAYING THE COSTS OF ISSUING THE BONDS**.

(b) Vision Statement. The City Council hereby finds that the enactment of this Ordinance and issuance of the Bonds complies with the Vision Statement of the City.

Section 3. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF THE BONDS. Each bond issued pursuant to this Ordinance for the purpose described in Section 2 of this Ordinance shall be designated: **"CITY OF GEORGETOWN, TEXAS UTILITY SYSTEM REVENUE BONDS, SERIES 2026B (LOW INTEREST),"** and initially there shall be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, dated November 10, 2026, in the respective denominations and principal amounts

hereinafter stated, numbered consecutively from R-1 upward (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial Registered Owners thereof , or to the registered assignee or assignees of said Bonds or any portion or portions thereof (in each case, the "Registered Owner"), and the Bonds shall mature and be payable serially on August 15 in each of the years and in the principal amounts, respectively, as set forth in the following schedule:

Year	Principal	Year	Principal
2028	$ 610,000	2043	$ 965,000
2029	625,000	2044	1,000,000
2030	640,000	2045	1,040,000
2031	655,000	2046	1,085,000
2032	675,000	2047	1,130,000
2033	690,000	2048	1,175,000
2034	710,000	2049	1,225,000
2035	730,000	2050	1,280,000
2036	750,000	2051	1,335,000
2037	775,000	2052	1,390,000
2038	800,000	2053	1,455,000
2039	830,000	2054	1,515,000
2040	860,000	2055	1,580,000
2041	895,000	2056	1,650,000
2042	930,000		

Section 4. INTEREST. The Bonds scheduled to mature during the years, respectively, set forth below shall bear interest from the dates specified in the FORM OF BOND set forth in Exhibit "B" to this Ordinance to their respective dates of maturity or redemption prior to maturity in the manner and at the following rates per annum:

Year	Rate	Year	Rate
2028	2.890%	2043	4.240%
2029	3.030	2044	4.220
2030	3.090	2045	4.250
2031	3.200	2046	4.290
2032	3.270	2047	4.440
2033	3.360	2048	4.440
2034	3.400	2049	4.460
2035	3.460	2050	4.480
2036	3.560	2051	4.480
2037	3.670	2052	4.530
2038	3.880	2053	4.530
2039	3.980	2054	4.570
2040	4.020	2055	4.570
2041	4.130	2056	4.570
2042	4.150		

Said interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND set forth in Exhibit "B" to this Ordinance.

Section 5. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, and Exchange; Authentication. The City shall keep or cause to be kept at BOKF, NA, in Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar, in substantially the form presented to the City Council at the meeting at which this Ordinance was considered, is hereby approved and the Mayor and City Secretary or the Deputy City Secretary of the City are hereby authorized to execute the Paying Agent/Registrar Agreement and approve any changes in the final form thereof.

The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make a copy of the Registration Books available in the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in Exhibit "B" to this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for transfer and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing transfer and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the preparation, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Chapter 1201, Texas Government Code, and particularly Subchapter D thereof, the duty of transfer and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Bond, the transferred and exchanged Bond shall be valid, incontestable and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this

Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/ Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be exchanged for other Bonds of the same Series, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in Exhibit "B" to this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/ Registrar, but on each substitute Bond issued in exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The City covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution or other entity to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new

Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System for Bonds. The Bonds issued in exchange for the Bonds initially issued as provided in subsection (i) below shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of the Bonds, as shown on the Registration Books, of any notice with respect to the Bonds or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the City to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfers Outside Book-Entry-Only Systems. In the event that the City determines to discontinue the use of the Book-Entry-Only System through DTC,

or DTC determines to discontinue providing its services with respect to the Bonds, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts; provided that while the Texas Water Development Board (the "TWDB") is the holder of the Bonds, the DTC services shall not be discontinued by the City until the City has received the written consent thereto of the TWDB. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance. Whenever a successor securities depository has been appointed pursuant to this paragraph, the terms DTC and DTC Participant as used in this Ordinance shall refer to such successor securities depository and its participants, respectively.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee for DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

(h) DTC Blanket Letter of Representations. The City confirms execution of a Blanket Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

(i) Cancellation of Initial Bond. On the closing date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the Purchaser or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Secretary or Assistant City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all the Bonds for such maturity.

Section 6. FORM OF BOND. The form of each Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached only to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially in the form set forth in Exhibit "B" hereto, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

Section 7. PLEDGE OF PLEDGED REVENUES. The City hereby covenants and agrees that the Pledged Revenues are hereby irrevocably pledged to the payment and security of the Parity Obligations including the establishment and maintenance of the special funds created,

established and maintained for the payment and security thereof, all as hereinafter provided; and it is hereby ordained that the Parity Obligations, and the interest thereon, shall constitute a lien on and pledge of the Pledged Revenues and be valid and binding without any physical delivery thereof or further act by the City, and the lien created hereby on the Pledged Revenues for the payment and security of the Parity Obligations, including the establishment and maintenance of the special funds created, established and maintained for the payment and security thereof, shall be superior to the lien on and pledge of the Pledged Revenues securing payment of any Subordinate Lien Obligations hereafter issued by the City.

Section 8. SPECIAL FUNDS. The City confirms the establishment and maintenance on the books of the City, so long as any of the Parity Obligations are outstanding and unpaid, of the below limited Special Funds:

(a) City of Georgetown, Texas Utility System Revenue Fund, hereinafter called the "Revenue Fund."

(b) City of Georgetown, Texas Utility System Revenue Bonds Interest and Sinking Fund, hereinafter called the "Interest and Sinking Fund."

Though all of such funds may be subaccounts of the City's General Fund held by the City's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such Funds or of such Funds and the City shall keep full and complete records indicating the monies and investments credited to each of such Funds.

Section 9. REVENUE FUND. The City hereby covenants, agrees and establishes that the Gross Revenues shall be deposited and credited to the Revenue Fund immediately as collected and received. All Maintenance and Operating Expenses are and shall be paid from such Gross Revenues as a first charge against same.

Section 10. FLOW OF FUNDS. All Gross Revenues deposited and credited to the Revenue Fund shall be pledged and appropriated to the extent required for the following uses and in the order of priority shown:

FIRST: to the payment of all necessary and reasonable Maintenance and Operating Expenses as defined herein or required by statute, including, but not limited to, Chapter 1502, Texas Government Code, as amended, to be a first charge on and claim against the Gross Revenues, including a two (2)-month reserve amount based upon the budgeted amount of Maintenance and Operating Expenses for the current Fiscal Year, which amount shall be retained in the Revenue Fund.

SECOND: to the payment of the amounts required to be deposited and credited to the Interest and Sinking Fund created and established for the payment of the Bonds, the Previously Issued Parity Obligations and any Additional Parity Obligations issued by the City as the same become due and payable.

THIRD: pro rata to the payment of the amounts required to be deposited and credited (i) to the Series 2026B Reserve Fund created and established to maintain the Required Reserve

Amount in accordance with the provisions of this Ordinance, including amounts owed with respect to any Reserve Fund Obligation to restore the Required Reserve Amount and (ii) to each other reserve fund created and established to maintain a reserve in accordance with the provisions of the ordinances relating to the issuance of any Outstanding Previously Issued Parity Obligations and Additional Parity Obligations hereafter issued by the City.

FOURTH: to the payment of Subordinate Lien Obligations.

FIFTH: to the payment of the amounts required for any lawful purpose.

Section 11. INTEREST AND SINKING FUND. For purposes of providing funds to pay the principal of, premium, if any, and interest on the Parity Obligations as the same become due and payable, including any mandatory sinking fund redemption payments, the City agrees that it shall maintain the Interest and Sinking Fund. The City covenants to deposit and credit to the Interest and Sinking Fund prior to each principal, interest payment or redemption date from the available Pledged Revenues an amount equal to one hundred percent (100%) of the amount required to fully pay the interest on and the principal of the Parity Obligations then falling due and payable. The City shall make such deposits and credits to pay maturing principal, accrued interest, and mandatory sinking fund redemptions on the Parity Obligations in substantially equal semi-annual installments on or before each February 15 and August 15.

The required semi-annual deposits and credits to the Interest and Sinking Fund shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in and credited to the Interest and Sinking Fund, the Series 2026B Reserve Fund (excluding any Reserve Fund Obligation) and each other reserve fund created and established to maintain a reserve in accordance with the provisions of the ordinances relating to the issuance of any other then Outstanding Parity Obligations (excluding any reserve fund obligation authorized pursuant to such ordinances) is equal to the amount required to fully pay and discharge all Outstanding Parity Obligations (principal, premium, if any, and interest) or (ii) the Parity Obligations are no longer outstanding.

Accrued interest and capitalized interest, if any, received from the purchaser of any Parity Obligation shall be taken into consideration and reduce the amount of the semi-annual deposits and credits hereinabove required into the Interest and Sinking Fund.

Section 12. SERIES 2026B RESERVE FUND. (a) To accumulate and maintain a reserve for the payment of the Bonds equal to the Average Annual Debt Service Requirements of the Bonds (calculated by the City at the beginning of each Fiscal Year) (the "Required Reserve Amount"), the Series 2026B Reserve Fund is hereby established and shall be maintained by the City. Earnings and income derived from the investment of amounts held for the credit of the Series 2026B Reserve Fund shall be retained in the Series 2026B Reserve Fund until the Series 2026B Reserve Fund contains the Required Reserve Amount; thereafter, such earnings and income shall be deposited to the credit of the Revenue Fund. As provided in Section 10, the City shall deposit and credit to the Series 2026B Reserve Fund amounts required to maintain the balance in the Series 2026B Reserve Fund in an amount equal to the Required Reserve Amount. There shall be deposited into the Series 2026B Reserve Fund any Reserve Fund Obligations so designated by the City. All funds, investments and Reserve Fund Obligations on deposit and credited to the Series

2026B Reserve Fund shall be used solely for (i) the payment of the principal of and interest on the Bonds, when and to the extent other funds available for such purposes are insufficient, (ii) to make Reserve Fund Obligation Payments and (iii) to retire the last Stated Maturity or Stated Maturities of or interest on the Bonds.

(b) When and for so long as the cash, investments and Reserve Fund Obligations in the Series 2026B Reserve Fund equal the Required Reserve Amount, no deposits need be made to the credit of the Series 2026B Reserve Fund; but, if and when the Series 2026B Reserve Fund at any time contains less than the Required Reserve Amount, the City covenants and agrees that the City shall cure the deficiency in the Series 2026B Reserve Fund by resuming the Required Reserve Fund Deposits to such Fund from the Pledged Revenues in accordance with Section 10 by monthly deposits and credits in amounts equal to not less than 1/60th of the Required Reserve Amount with any such deficiency payments being made on or before each February 15 and August 15 until the Required Reserve Amount has been fully restored; provided, however, that no such deposits shall be made into the Series 2026B Reserve Fund during any six month period beginning on February 15 and August 15 until there has been deposited into the Interest and Sinking Fund the full amount required to be deposited therein by the next following February 15 and August 15, as the case may be. In addition, in the event that a portion of the Required Reserve Amount is represented by a Reserve Fund Obligation, the Required Reserve Amount shall be restored as soon as possible from monthly deposits of Pledged Revenues on deposit in the Revenue Fund in accordance with Section 10, but subject to making the full deposits and credits to the Interest and Sinking Fund required to be made by the next following February 15 and August 15, as the case may be. The City further covenants and agrees that, subject only to the prior deposits and credits to be made to the Interest and Sinking Fund, the Pledged Revenues shall be applied and appropriated and used to establish and maintain the Required Reserve Amount, including by paying Reserve Fund Obligation Payments when due, and any reserve established for the benefit of any issue or series of Additional Parity Obligations and to cure any deficiency in such amounts as required by the terms of this Ordinance and any other ordinance pertaining to the issuance of Additional Parity Obligations.

During such time as the Series 2026B Reserve Fund contains the Required Reserve Amount or any cash is replaced with a Reserve Fund Obligation pursuant to subsection (c) below, the City may, at its option, withdraw all surplus funds in the Series 2026B Reserve Fund and deposit such surplus in the Interest and Sinking Fund or otherwise use such amount in any manner permitted by law.

(c) A Reserve Fund Obligation issued in an amount equal to all or part of the Required Reserve Amount for the Bonds may be used in lieu of depositing cash into the Series 2026B Reserve Fund. In addition, a Reserve Fund Obligation may be substituted for monies and investments in the Series 2026B Reserve Fund if the substitution of the Reserve Fund Obligation will not, in and of itself, cause any ratings then assigned to the Bonds by any Rating Agency to be lowered and the ordinance authorizing the substitution of the Reserve Fund Obligation for all or part of the Required Reserve Amount contains a finding that such substitution is cost effective.

(d) Pursuant to the authorization to issue Additional Parity Obligations in the ordinances authorizing the Outstanding Previously Issued Parity Obligations, the Series 2026B Reserve Fund created pursuant to this Ordinance is created and established as a reserve fund securing only the Bonds separate and apart from any other reserve fund securing other Parity Obligations, and the

amounts once deposited or credited to the Series 2026B Reserve Fund shall no longer constitute Net Revenues and shall be held solely for the benefit of the Holders of the Bonds. Debt service on the Bonds shall not be included in the calculation of the requirements for any other debt service reserve fund created for another series or group of issues or series of Parity Obligations.

(e) A Reserve Fund Obligation permitted under (a) above, must be in the form of a surety bond or insurance policy meeting the requirements described below.

(1) (i) A surety bond or insurance policy issued to a paying agent/registrar for the Bonds, as agent of the Holders, by a company licensed to issue an insurance policy guaranteeing the timely payment of debt service on the Bonds (a "municipal bond insurer") if the claims paying ability of the issuer thereof shall be rated "AAA" or "Aaa", respectively, by S&P or Moody's, or (ii) a surety bond or insurance policy issued to a paying agent/registrar for the Bonds, as agent of the Holders, by an entity other than a municipal bond insurer, if the form and substance of such instrument and the issuer thereof shall be approved in writing by each Bond Insurer of record.

(2) The obligation to reimburse the issuer of a Reserve Fund Obligation for any claims or draws upon such Reserve Fund Obligation in accordance with its terms, including expenses incurred in connection with such claims or draws, to the extent permitted by law, (a Reserve Fund Obligation Payment) shall be made from the deposits made to the Series 2026B Reserve Fund as provided in this Section and in Section 10. The Reserve Fund Obligation shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the issuer of the Reserve Fund Obligation to reimbursement will be subordinated to the cash replenishment of the Series 2026B Reserve Fund to an amount equal to the difference between the full original amount available under the Reserve Fund Obligation and the amount then available for further draws or claims. In the event (a) the issuer of a Reserve Fund Obligation becomes insolvent, or (b) the issuer of a Reserve Fund Obligation defaults in its payment obligations thereunder, or (c) the claims paying ability of the issuer of the insurance policy or surety bond falls below "AAA" or "Aaa," by S&P and Moody's, respectively, the obligation to reimburse the issuer of the Reserve Fund Obligation shall be subordinated to the cash replenishment of the Series 2026B Reserve Fund.

(3) In the event (a) the revolving reinstatement feature described in the preceding paragraph is suspended or terminated, or (b) the rating of the claims paying ability of the issuer of the surety bond or insurance policy falls below "AAA" or "Aaa," by S&P and Moody's, respectively, the City shall either (i) deposit into the Series 2026B Reserve Fund, in accordance with this Section and Section 10, an amount sufficient to cause the cash or investments credited to the Series 2026B Reserve Fund to accumulate to the Required Reserve Amount, or (ii) replace such instrument with a surety bond or insurance policy meeting the requirements of 1 and 2 above, within six months of such occurrence. In the event (a) the rating of the claims-paying ability of the issuer of the surety bond or insurance policy falls below "A" by S&P and Moody's, or (b) the issuer of the Reserve Fund Obligation defaults in its payment obligations hereunder, or (c) the issuer of the Reserve Fund Obligation becomes insolvent, the City shall either (i) deposit into the Series 2026B

Reserve Fund, in accordance with this Section, amounts sufficient to cause the cash or investments on deposit in the Series 2026B Reserve Fund to accumulate to the Required Reserve Amount, or (ii) replace such instrument with a surety bond or insurance policy meeting the requirements of 1 and 2 above within six months of such occurrence.

(4) The Paying Agent/Registrar shall ascertain the necessity for a claim or draw upon any Reserve Fund Obligation and provide notice to the issuer of the Reserve Fund Obligation in accordance with its terms not later than three days (or such appropriate time period as will, when combined with the timing of required payment under the Reserve Fund Obligation, ensure payment under the Reserve Fund Obligation on or before the interest payment date) prior to each date upon which the principal of or interest on the Bonds will be due.

It is recognized that a Reserve Fund Obligation may be issued which is payable only with respect to a part of the Bonds with the remainder of the Required Reserve Amount being satisfied by monies and investments and in that case any draws upon the Series 2026B Reserve Fund will have to be made on a pro-rata basis to ensure that every Parity Obligation enjoys an equal amount of security. Therefore, (i) draws upon one or more such Reserve Fund Obligations shall be made on a pro-rata basis with cash and investments available in the Series 2026B Reserve Fund and (ii) deposits and credits to the Series 2026B Reserve Fund to restore it to the Required Reserve Amount shall be utilized on a pro-rata basis to pay Reserve Fund Obligation Payments to reimburse the issuers of the Reserve Fund Obligations, thus restoring that part of the Required Reserve Amount, and to restore with cash and investments the balance of the Required Reserve Amount.

Section 13. EXCESS BOND PROCEEDS. Any proceeds of Parity Obligations not required to effectuate the purposes for which such Parity Obligations were issued, as provided in the respective ordinances authorizing the issuance of such Parity Obligations, or for the payment of the costs of issuance of such Parity Obligations shall be deposited and credited to the Interest and Sinking Fund and shall be taken into consideration and shall reduce the amount of semi-annual deposits and credits to the Interest and Sinking Fund from the Pledged Revenues or used to redeem or purchase the Parity Obligations from which such excess proceeds are related.

Section 14. DEFICIENCIES - EXCESS PLEDGED OR NET REVENUES. (a) If on any occasion there shall not be sufficient Pledged Revenues (after making all payments pertaining to all Parity Obligations) to make the required deposits and credits to the Interest and Sinking Fund, the Series 2026B Reserve Fund and each other reserve fund created and established to maintain a reserve in accordance with the provisions of the ordinances relating to the issuance of any other then Outstanding Parity Obligations, then such deficiency shall be cured as soon as possible from the next available unallocated Pledged Revenues, or from any other sources available for such purpose, and such deposits and credits shall be in addition to the amounts otherwise required to be deposited and credited to these Funds.

(b) Subject to making the deposits and credits required by this Ordinance, or any ordinances authorizing the issuance of Additional Parity Obligations, or the payments and credits required by the provisions of the ordinances authorizing the issuance of Subordinate Lien Obligations hereafter issued by the City, the excess Net Revenues may be used for any lawful purpose.

Section 15. INVESTMENT OF FUNDS - VALUATION - TRANSFER OF INVESTMENT INCOME. (a) Money in the Revenue Fund, the Interest and Sinking Fund and the Series 2026B Reserve Fund may, at the option of the City, be invested in Permitted Investments; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any fund will be available at the proper time or times. All such investments shall be valued in terms of current market value no less frequently than the last business day of the City's Fiscal Year, except that any direct obligations of the United States of America - State and Local Government Series shall be continuously valued at their par value or principal face amount. Any obligation in which money is so invested shall be kept and held at the Depository, except as otherwise permitted by the laws applicable to the City. For purposes of maximizing investment returns, money in such funds may be invested, together with money in other funds or with other money of the City, in common investments of the kind described above, or in a common pool of such investments held by the City or its designated agent, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such fund are held by or on behalf of each such fund. If necessary, such investments shall be promptly sold to prevent any default.

(b) All interest and income derived from such investments (other than interest and income derived from amounts credited to the Series 2026B Reserve Fund if the Series 2026B Reserve Fund does not contain the Required Reserve Amount) shall be credited to the Revenue Fund semi-annually and shall constitute Gross Revenues.

Section 16. PAYMENT OF PARITY OBLIGATIONS. While any of the Parity Obligations are outstanding, the City shall transfer to the respective paying agent/registrar therefor, from funds on deposit in and credited to the Interest and Sinking Fund, and, if necessary, in the Series 2026B Reserve Fund and each other reserve fund created and established to maintain a reserve in accordance with the provisions of the ordinances relating to the issuance of any other then Outstanding Parity Obligations, amounts sufficient to fully pay and discharge promptly the interest on and principal of the Parity Obligations as shall become due on each interest or principal payment date, or date of redemption of the Parity Obligations; such transfer of funds must be made in such manner as will cause immediately available funds to be deposited with each respective paying agent/registrar for the Parity Obligations not later than the business day next preceding the date such payment is due on the Parity Obligations. The Paying Agent/Registrar shall destroy all paid Parity Obligations for which it serves as paying agent/registrar and furnish the City with an appropriate certificate of cancellation or destruction.

Section 17. RATES AND CHARGES. For the benefit of the Holders of the Parity Obligations and in addition to all provisions and covenants in the laws of the State of Texas and in this Ordinance, the City hereby expressly stipulates and agrees, while any of the Parity Obligations are outstanding, to establish and maintain rates and charges for facilities and services afforded by the System that are reasonably expected, on the basis of available information and experience and with due allowance for contingencies, to produce Gross Revenues in each Fiscal Year reasonably anticipated to be sufficient:

A. to pay Maintenance and Operating Expenses;

B. to produce Pledged Revenues at least equal to the greater of 1.25 times the Average Annual Debt Service Requirements or 1.10 times the Maximum Annual Debt Service Requirements;

C. to produce Pledged Revenues in amounts sufficient to enable the City to make the deposits and credits, if any, from Pledged Revenues (i) to the Series 2026B Reserve Fund to restore the Required Reserve Amount in accordance with Section 12 of this Ordinance, including the payment of any Reserve Fund Obligation Payment then due, and (ii) to other reserve funds to establish or restore the reserve securing any issue or series of then Outstanding Parity Obligations;

D. to produce Pledged Revenues, together with any other lawfully available funds (including the proceeds of Debt which the City expects will be utilized to pay all or part of the principal of and/or interest on any obligations described in this subsection D), sufficient to pay the principal of and interest on any Subordinate Lien Obligations issued by the City and the amounts required to be deposited in any reserve or contingency fund created for the payment and security of the Subordinate Lien Obligations and any other obligations or evidences of indebtedness issued or incurred that are payable from, in whole or in part, a subordinate lien on and pledge of the Pledged Revenues; and

E. to pay any other Debt payable from the Pledged Revenues and/or secured by a lien on the Pledged Revenues.

Should the annual audit report required by Section 19 hereof reflect that the Pledged Revenues for the Fiscal Year covered thereby were less than necessary to meet the requirements of this Section, the City Council will review the operations of the System and the rates and charges for services provided, and the City Council will make the necessary adjustments or revisions, if any, in order that the Pledged Revenues for the succeeding year will be sufficient to satisfy the foregoing coverage requirements.

Section 18. GENERAL COVENANTS. The City further covenants and agrees that in accordance with and to the extent required or permitted by law:

(a) Performance. It will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in any ordinance authorizing the issuance of Parity Obligations, including this Ordinance, and in each and every Parity Obligation; it will promptly pay or cause to be paid the principal of and interest on every Parity Obligation on the dates and in the places and manner prescribed in such ordinances and obligations; and it will, at the times and in the manner prescribed, deposit and credit or cause to be deposited and credited the amounts required to be deposited and credited to the Interest and Sinking Fund, the Series 2026B Reserve Fund and each other reserve fund created and established to maintain a reserve in accordance with the provisions of the ordinances relating to the issuance of any other then Outstanding Parity Obligations.

(b) City's Legal Authority. It is a duly created and existing home rule city of the State of Texas, and is duly authorized under the laws of the State of Texas to create and issue the Bonds;

that all action on its part for the creation and issuance of the Bonds has been duly and effectively taken, and that the Bonds in the hands of the Holders thereof are and will be valid and enforceable special obligations of the City in accordance with their terms.

(c) Title. It has or will obtain lawful title to the lands, buildings, structures and facilities constituting the System, that it warrants that it will defend the title to all the aforesaid lands, buildings, structures and facilities, and every part thereof, for the benefit of the Holders of the Bonds, the Previously Issued Parity Obligations and Additional Parity Obligations, against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Pledged Revenues to the payment of the Bonds, the Previously Issued Parity Obligations and Additional Parity Obligations in the manner prescribed herein, and has lawfully exercised such rights.

(d) Liens. It will from time to time and before the same become delinquent pay and discharge all taxes, assessments and governmental charges, if any, which shall be lawfully imposed upon it, or the System; it will pay all lawful claims for rents, royalties, labor, materials and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and it will not create or suffer to be created any mechanic's, laborer's, materialman's or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the City.

(e) Operation of System; No Free Service. It will, while the Parity Obligations are outstanding and unpaid, continuously and efficiently operate the System, and shall maintain the System in good condition, repair and working order, all at reasonable cost. No free service of the System shall be allowed, and should the City or any of its agencies or instrumentalities make use of the services and facilities of the System, payment of the reasonable value shall be made by the City out of funds from sources other than the Gross Revenues of the System, unless made from surplus or excess Pledged Revenues as permitted in Section 14.

(f) Further Encumbrance. While the Parity Obligations are outstanding and unpaid, it will not additionally encumber the Pledged Revenues in any manner, except as permitted in this Ordinance in connection with Additional Parity Obligations, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants and agreements of this Ordinance; but the right of the City to issue or incur obligations payable from a subordinate lien on the Pledged Revenues is specifically recognized and retained.

(g) Sale or Disposal of Property. While the Parity Obligations are outstanding and unpaid, it will not sell, convey, mortgage, encumber, lease or in any manner transfer title to, or otherwise dispose of the System, or any significant or substantial part thereof; provided that whenever the City deems it necessary to dispose of any other property, machinery, fixtures or equipment, it may sell or otherwise dispose of such property, machinery, fixtures or equipment when it has made arrangements to replace the same or provide substitutes therefor, unless it is determined that no such replacement or substitute is necessary; and, provided further, that the City retains the right to

sell, convey, mortgage, encumber, lease or otherwise dispose of any significant or substantial part of the System if (i) the City Manager delivers a certificate to the City Council to the effect that, following such action by the City, the System is expected to produce Gross Revenues in amounts sufficient in each Fiscal Year while any of the Parity Obligations are to be outstanding to comply with the obligations of the City contained in this Ordinance and in the ordinances authorizing the issuance of Additional Parity Obligations; (ii) the City Council makes a finding and determination to the same effect as the certificate of the City Manager set forth in (i) above and (iii) each Rating Agency then maintaining a rating on any Parity Obligation delivers a letter to the City to the effect that such sale, conveyance, mortgage, encumbrance, lease or other disposition will not cause the Rating Agency to withdraw or lower the rating then in effect. Proceeds from any sale hereunder not used to replace or provide for substitution of such property sold, shall be used for improvements to the System or to purchase or redeem Parity Obligations.

(h) Insurance. (1) It shall cause to be insured such parts of the System as would usually be insured by municipal corporations operating like properties, with a responsible insurance company or companies, against risks, accidents or casualties against which and to the extent insurance is usually carried by municipal corporations operating like properties, including, to the extent reasonably obtainable, fire and extended coverage insurance, insurance against damage by floods, and use and occupancy insurance. Public liability and property damage insurance shall also be carried unless the City Attorney of the City gives a written opinion to the effect that the City is not liable for claims which would be protected by such insurance. At any time while any contractor engaged in construction work shall be fully responsible therefor, the City shall not be required to carry insurance on the work being constructed if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the Holders and their representatives at all reasonable times. Upon the happening of any loss or damage covered by insurance from one or more of said causes, the City shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the City. The proceeds of insurance covering such property are hereby pledged as security for the Parity Obligations and, together with any other funds necessary and available for such purpose, shall be used forthwith by the City for repairing the property damaged or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then said insurance proceeds pertaining to the System shall be used promptly as follows:

(i) for the redemption prior to maturity of the Parity Obligations, ratably in the proportion that the Outstanding principal of each series of Parity Obligations bears to the total Outstanding principal of all Parity Obligations, provided that if on any such occasion the principal of any such series is not subject to redemption, it shall not be regarded as Outstanding in making the foregoing computation; or

(ii) if none of the Outstanding Parity Obligations is subject to redemption, then for the purchase on the open market and retirement of said Parity Obligations in the same proportion as prescribed in the foregoing clause (i), to the extent practicable; provided that the purchase price for any Parity Obligation shall not exceed the redemption price of such Parity Obligation on the first date upon which it becomes subject to redemption; or

(iii) to the extent that the foregoing clauses (i) and (ii) cannot be complied with at the time, the insurance proceeds, or the remainder thereof, shall be deposited in a special

and separate trust fund, at an official depository of the City, to be designated the Insurance Account. The Insurance Account shall be held until such time as the foregoing clauses (i) and/or (ii) can be complied with, or until other funds become available which, together with the Insurance Account, will be sufficient to make the repairs or replacements originally required, whichever of said events occurs first.

(2) The foregoing provisions of (1) above notwithstanding, the City shall have authority to enter into coinsurance or similar plans where risk of loss is shared in whole or in part by the City.

(3) The annual audit hereinafter required shall contain a section commenting on whether or not the City has complied with the requirements of this Section with respect to the maintenance of insurance, and listing all policies carried, and whether or not all insurance premiums upon the insurance policies to which reference is hereinbefore made have been paid.

(4) The payment of premiums for all insurance policies required under the provisions hereof and the costs associated with the maintenance of any self-insurance program shall be considered Maintenance and Operating Expenses. Nothing in this Ordinance shall be construed as requiring the City to expend any funds which are derived from sources other than the operation of the System, but nothing herein shall be construed as preventing the City from doing so.

(i) Governmental Agencies. It will comply with all of the terms and conditions of any and all franchises, permits and authorizations applicable to or necessary with respect to the System, and which have been obtained from any governmental agency; and the City has or will obtain and keep in full force and effect all franchises, permits, authorization and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation and maintenance of the System.

(j) No Competition. It will not grant any franchise or permit for the acquisition, construction or operation of any competing facilities which might be used as a substitute for the System's facilities and, to the extent that it legally may, the City will prohibit any such competing facilities. Notwithstanding the foregoing, the City retains the right, however, to "opt in" to electric competition in accordance with State law if "opting in" will not materially adversely impact the Net Revenues of the System as evidenced by a certification of the City Manager.

(k) Disaggregation of System. The City retains the right to disaggregate the System into one or more independent resulting systems if (i) the City Manager delivers a certificate to the City Council to the effect that, following such action by the City, the remaining System is expected to produce Gross Revenues in amounts sufficient in each Fiscal Year while any of the Parity Obligations are to be outstanding to comply with the obligations of the City contained in this Ordinance and in the ordinances authorizing the Previously Issued Parity Obligations and the issuance of Additional Parity Obligations; (ii) the City Council makes a finding and determination to the same effect as the certificate of the City Manager set forth in (i) above and (iii) each Rating Agency then maintaining a rating on any Parity Obligation delivers a letter to the City to the effect

that such disaggregation will not cause the Rating Agency to withdraw or lower the rating then in effect on the Outstanding Parity Obligations.

Section 19. RECORDS AND ACCOUNTS - ANNUAL AUDIT. The City covenants and agrees that so long as any of the Parity Obligations remain Outstanding, the City will keep and maintain a separate and complete system of records and accounts pertaining to the operations of the System in which full, complete, true, proper, and correct entries shall be made of all dealings, transactions, business and affairs relating thereto, or which in any way affect or pertain to the System or the Gross Revenues or the Net Revenues thereof, as provided by generally accepted accounting principles, consistently applied, and by Sections 1502.067 and 1502.068, Texas Government Code, as amended, or other applicable law. The Holders of the Parity Obligations or any duly authorized agent or agents of such Holders shall have the right to inspect the System and all properties comprising the same. The City further agrees that, following the close of each Fiscal Year, the City will cause an audit report of such records and accounts to be made by an Accountant. Copies of each annual audit shall be made available for public inspection during normal business hours at the City's principal office and the City Secretary's office and may be furnished to, upon written request, any Holder of Parity Obligations upon payment of the reasonable copying and mailing charges. Expenses incurred in making the annual audit of the operations of the System shall be considered as Maintenance and Operating Expenses.

Section 20. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bonds or refunding bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the rules and regulations of the United States Department of the Treasury ("Treasury Regulations"), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;

(10) to establish reasonable expectations to prevent using the proceeds of the Bonds in contravention of the requirements of section 149(g) of the Code (relating to hedge bonds);

(11) to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the applicable Treasury Regulations promulgated thereunder; and

(12) the City will not acquire any of the TWDB's source series bonds in an amount related to the amount of Bonds acquired by the TWDB.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the owners of the Bonds. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any). It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager, the Assistant City Manager or the Chief Financial Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 2 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally

recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the City may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 21. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2026, financial information and operating data with respect to the City to the extent that such is customarily prepared by the City with respect to its Parity Obligations and is publicly available, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described the notes to the financial statements filed with the Texas Water Development Board as part of the City's application to the Texas Water Development Board, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will file notice of the change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(b) Event Notices. The City shall file notice of any of the following events with respect to the Bonds with the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of holders of the Bonds, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or

business of the City and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City makes no representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment as well as such changed

circumstances, and (2) either (a) the holders of a majority in aggregate principal amount of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (i) such provisions as so amended and (ii) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(d) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 22. ISSUANCE OF ADDITIONAL PARITY OBLIGATIONS. (a) The City shall have the right and power at any time and from time to time and in one or more series or issues, to authorize, issue and deliver additional parity revenue bonds or other obligations (herein called "Additional Parity Obligations"), in accordance with law, in any amounts, for purposes of extending, improving or repairing the System or for the purpose of refunding of any Parity Obligations, Subordinate Lien Obligations or other obligations of the City incurred in connection with the ownership or operation of the System. Such Additional Parity Obligations, if and when authorized, issued and delivered in accordance with this Ordinance, shall be secured by and made payable equally and ratably on a parity with all other Outstanding Parity Obligations, from the lien on and pledge of the Pledged Revenues herein granted.

(b) The Interest and Sinking Fund shall secure and be used to pay all Parity Obligations. Each ordinance under which Additional Parity Obligations are issued shall provide and require that, in addition to the amounts required by the provisions of this Ordinance and the provisions of any other ordinance or ordinances authorizing the Previously Issued Parity Obligations and Additional Parity Obligations to be deposited to the credit of the Interest and Sinking Fund, the City shall deposit to the credit of the Interest and Sinking Fund at least such amounts as are required for the payment of all principal of and interest on said Additional Parity Obligations then being issued, as the same come due.

(c) The City may create and establish a reserve fund pursuant to the provisions of any ordinance authorizing the issuance of Additional Parity Obligations for the purpose of securing that particular issue or series of Parity Obligations or any specific group of issues or series of Parity Obligations and the amounts once deposited or credited to said reserve funds shall no longer constitute Net Revenues and shall be held solely for the benefit of the Holders of the particular Parity Obligations for which such reserve fund was established. Each such reserve fund shall be designated in such manner as is necessary to identify the Parity Obligations it secures and to distinguish such reserve fund from the Series 2026B Reserve Fund and the reserve funds created for the benefit of other Parity Obligations.

Section 23. FURTHER REQUIREMENTS FOR ADDITIONAL PARITY OBLIGATIONS. That Additional Parity Obligations shall be issued only in accordance with this Ordinance, but notwithstanding any provisions of this Ordinance to the contrary, no installment, Series or issue of Additional Parity Obligations shall be issued or delivered unless:

(a) The City Manager and the City Secretary of the City sign a written certificate to the effect that the City is not in default as to any covenant, condition or obligation in connection with all Outstanding Parity Obligations, and the ordinances authorizing same, and that the Interest and Sinking Fund, the Series 2026B Reserve Fund and any reserve fund securing any other series or issue of Parity Obligations each contains the amount then required to be therein.

(b) An Accountant signs and delivers to the City a written certificate to the effect that, during either the next preceding Fiscal Year, or any twelve consecutive calendar month period ending not more than ninety days prior to the date of the then proposed Additional Parity Obligations, the Net Earnings were, in the opinion thereof, at least equal to the sum of 1.25 times the Average Annual Debt Service Requirements (computed on a Fiscal Year basis), including Amortization Installments, of the Parity Obligations and the Additional Parity Obligations to be outstanding after the issuance of the then proposed Additional Parity Obligations and 1.10 times the average annual debt service requirement (computed in the same manner as for Parity Obligations) of the Subordinate Lien Obligations to be outstanding after the issuance of the then proposed Additional Parity Obligations.

(c) In making a determination of Net Earnings for any of the purposes described in this Section, the Accountant may take into consideration a change in the rates and charges for services and facilities afforded by the System that became effective at least 60 days prior to the last day of the period for which Net Earnings are determined and, for purposes of satisfying the Net Earnings tests described above, make a pro forma determination of the Net Earnings of the System for the period of time covered by said Accountant's certification or opinion based on such change in rates and charges being in effect for the entire period covered by said Accountant's certificate or opinion.

As used in this Section, the term "Net Earnings" shall mean the Gross Revenues of the System after deducting the Maintenance and Operating Expenses of the System but not expenditures which, under standard accounting practice, should be charged to capital expenditures.

Section 24. ISSUANCE OF SUBORDINATE LIEN OBLIGATIONS. The City hereby reserves the right to issue, at any time, obligations including, but not limited to, Subordinate Lien Obligations, payable from and equally and ratably secured, in whole or in part, by a lien on

and pledge of the Net Revenues, subordinate and inferior in rank and dignity to the lien on and pledge of such Net Revenues securing the payment of the Parity Obligations, as may be authorized by the laws of the State of Texas.

Section 25. ISSUANCE OF SPECIAL PROJECT OBLIGATIONS. Nothing in this Ordinance shall be construed to deny the City the right and it shall retain, and hereby reserves unto itself, the right to issue Special Project obligations secured by liens on and pledges of revenues and proceeds derived from Special Projects.

Section 26. LIMITED OBLIGATIONS OF THE CITY. The Parity Obligations are limited, special obligations of the City payable from and equally and ratably secured solely by a first lien on and pledge of the Pledged Revenues, and the Holders thereof shall never have the right to demand payment of the principal or interest on the Parity Obligations from any funds raised or to be raised through taxation by the City.

Section 27. SECURITY FOR FUNDS. All money on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

Section 28. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(iii) Upon the happening of any Event of Default, then and in every case the Purchaser, acting as a Registered Owner of the Bonds, may exercise all remedies available to it in law or equity, and any provision of this Ordinance or the Bonds that restricts or limits the Purchaser's full exercise of such remedies shall be of no force and effect.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 29. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible

trust company or commercial bank for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the Pledged Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities and thereafter the City will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bond, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

(f) In the event that the City establishes a defeasance escrow for the Bonds in accordance with this Section for Bonds held by the TWDB, written notice thereof shall be promptly given to the TWDB.

Section 30. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter D of Chapter 1201, Texas Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 5(a) of this Ordinance for Bonds issued in exchange for other Bonds.

Section 31. AMENDMENT OF ORDINANCE. (a) The Bond Insurer, if any, and the Holders of the Parity Obligations aggregating a majority in principal amount of the aggregate principal amount of then Outstanding Parity Obligations shall have the right from time to time to approve any amendment to this Ordinance which may be deemed necessary or desirable by the City, provided, however, that without the consent of the Bond Insurer and the Holders of all of the effected Parity Obligations at the time outstanding, nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in this Ordinance or in the Parity Obligations so as to:

(1) Make any change in the maturity of the Outstanding Parity Obligations;

(2) Reduce the rate of interest borne by any of the Outstanding Parity Obligations;

(3) Reduce the amount of the principal payable on the Outstanding Parity Obligations;

(4) Modify the terms of payment of principal of or interest on the Outstanding Parity Obligations or impose any conditions with respect to such payment;

(5) Affect the rights of the Holders of less than all of the Parity Obligations then Outstanding;

(6) Change the minimum percentage of the principal amount of Parity Obligations necessary for consent to such amendment.

(b) If at any time the City shall desire to amend this Ordinance under this Section, the City shall cause notice of the proposed amendment to be delivered to the Bond Insurer and published in a financial newspaper or journal of general circulation in The City of New York, New York, once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file for inspection by all Holders of Parity Obligations at the designated trust office of the registrar for such Parity Obligations. Such publication is not required, however, if notice in writing is given to each Holder of the Parity Obligations.

(c) Whenever at any time not less than thirty days, and within one year, from the date of the first publication of said notice or other service of written notice the City shall receive an instrument or instruments executed by the Holders of at least a majority in aggregate principal amount of all Parity Obligations then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file with the Paying Agent/Registrar, the City Council may pass the amendatory ordinance in substantially the same form.

(d) Upon the passage of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be amended in accordance with such amendatory ordinance, and the respective rights, duties and obligations under this Ordinance of the City and all the Holders of then outstanding Parity Obligations shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such amendments.

(e) Any consent given by the registered owner of a Parity Obligation pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Section and shall be conclusive and binding upon all future Holders of the same Parity Obligation during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the Holder who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent and the City, but such revocation shall not be effective if the Holders of at least a majority in aggregate principal amount of the then outstanding Parity Obligations as in this Section defined have, prior to the attempted revocation, consented to and approve the amendment.

(f) For the purpose of this Section, the fact of the holding of Parity Obligations issued in registered form without coupons and the amounts and numbers of such Parity Obligations and the date of their holding same shall be proved by the Security Register of the paying agent/registrar for such Parity Obligations. For purposes of this Section, the holder of a Parity Obligation in such registered form shall be the owner thereof as shown on such Security Register. The City may conclusively assume that such ownership continues until written notice to the contrary is served upon the City.

(g) The foregoing provisions of this Section notwithstanding, the City by action of the City Council may amend this Ordinance for any one or more of the following purposes:

(1) To add to the covenants and agreements of the City in this Ordinance contained, other covenants and agreements thereafter to be observed, grant additional rights or remedies to bondholders or to surrender, restrict or limit any right or power herein reserved to or conferred upon the City;

(2) To make such provisions for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained in this Ordinance, or in regard to clarifying matters or questions arising under this Ordinance, as are necessary or desirable and not contrary to or inconsistent with this Ordinance and which shall not adversely affect the interests of the Holders of the Parity Obligations;

(3) To make any changes or amendments requested by any Rating Agency, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the City, materially adversely affect the interests of the owners of the outstanding Parity Obligations;

(4) To make such changes, modifications or amendments as may be necessary or desirable, which shall not adversely affect the interests of the owners of the outstanding Parity Obligations, in order, to the extent permitted by law, to facilitate the economic and practical utilization of credit agreements with respect to the Parity Obligations including, without limitation, supplementing the definition of "Annual Debt Service Requirements" to address the amortization of payments due and owing under a credit agreement;

(5) To modify any of the provisions of this Ordinance in any other respect whatever, provided that (i) such modification shall be, and be expressed to be, effective only after all

Parity Obligations outstanding at the date of the adoption of such modification shall cease to be outstanding, and (ii) such modification shall be specifically referred to in the text of all Additional Parity Obligations issued after the date of the adoption of such modification.

Notice of any such amendment may be published or given by the City in the manner described in subsection (b) of this Section; provided, however, that the publication of such notice shall not constitute a condition precedent to the adoption of such amendatory ordinance and the failure to publish such notice shall not adversely affect the implementation of such amendment as adopted pursuant to such amendatory ordinance.

(h) Notwithstanding any provision of this Section, there shall be no modification of this Ordinance without the written consent of the TWDB (while it is the holder of the Bonds).

Section 32. SALE AND DELIVERY OF BONDS. The Bonds are hereby awarded and sold and shall be delivered to the Texas Water Development Board for cash at a purchase price of par as prescribed in the TWDB's Resolution No. 26-087. In accordance with such resolution, the TWDB will purchase the Bonds, with an amount approved by the Texas Water Development Board to be deposited to the Construction Fund established pursuant to Section 35 hereof upon initial delivery of the Certificates, and the balance of the proceeds to be deposited to the Escrow Account authorized by Section 34 hereof until authorized for transfer to the Construction Fund by the Texas Water Development Board. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable and are in the best interest of the City. The Bonds shall initially be registered in the name of the TWDB.

Section 33. CUSTODY, APPROVAL AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION, BOND INSURANCE AND CUSIP NUMBERS. The Mayor or the Mayor Pro-Tem of the City is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such certificate. The approving legal opinion of the City's Bond Counsel (with an appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary or the Deputy City Secretary of the City), a statement regarding any insurance policy and any assigned CUSIP numbers may, at the option of the City, be printed on or attached to the Bonds issued and delivered under this Ordinance, but such additions or attachments shall not have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds.

All officers of the City are authorized to execute such documents, certificates and receipts as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with any applicable purchase requirements between the City and the Purchaser.

The obligation of the Purchaser to accept delivery of the Bonds is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the City, which opinion shall be dated as of and delivered on the date of initial delivery

of the Bonds to the Purchaser. The engagement of such firm as bond counsel to the City in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter, to the extent desired by the City, between the City and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or the City Manager and the Mayor or the City Manager is hereby authorized to execute such engagement letter. Additionally, a closing instruction letter executed by the City Manager or its Chief Financial Officer shall further provide for the fees and expenses to be paid for such bond counsel services.

Section 34. APPROVAL OF ESCROW AGREEMENT, CREATION OF ESCROW ACCOUNT AND PRIVATE PLACEMENT MEMORANDUM. (a) The Escrow Agreement by and between the City and at BOKF, NA, Dallas, Texas, as Escrow Agent ("Escrow Agreement") substantially in the form attached hereto as Exhibit "C" is hereby approved and the Mayor or Mayor Pro-Tem is hereby authorized and directed to execute and deliver Escrow Agreement, with such changes as may be approved by the Mayor or Mayor Pro-Tem as necessary.

(b) An "Escrow Account" is hereby authorized to be created pursuant to the Escrow Agreement and proceeds of the Bonds shall be deposited to the Escrow Account and disbursed to the Construction Fund upon the authorized release of moneys from the escrow account in accordance with the Escrow Agreement. The security for, and the investment of, funds on deposit in the Escrow Account shall be governed by the provisions of the Escrow Agreement

(b) The City hereby approves the Private Placement Memorandum prepared in connection with the sale of the Bonds to the Purchaser.

Section 35. CONSTRUCTION FUND. There shall be established by the City a separate fund to be designated the "Series 2026B Utility Bonds Construction Fund" (the "Construction Fund") to be held by the City's depository bank, and upon the delivery of the purchase price for the Bonds, the proceeds from the sale of the Bonds shall be deposited into the Construction Fund to the extent not required by TWDB to be deposited to the Escrow Account. The costs of issuance of the Bonds, which include legal, fiscal and engineering fees, may be paid from the Construction Fund. The costs of the construction of the Project will be paid from this Construction Fund upon direction of the City. All interest and profits from investments made with moneys in the Construction Fund shall remain on deposit in the Construction Fund as a part thereof. After completion of the payment of all costs of the Project, any residue remaining in the Construction Fund shall be applied in accordance with Section 36(a) hereof.

Section 36. COMPLIANCE WITH THE TEXAS WATER DEVELOPMENT BOARD'S RULES AND REGULATIONS. The provisions of this Section shall apply so long as the Bonds, or any of them, are owned by the TWDB. The City will comply with all of the requirements contained in the resolution or resolutions adopted by the TWDB with respect to the issuance of the Bonds. In addition, in compliance with the TWDB's State Water Implementation Fund for Texas Loan Program Rules, the City agrees and covenants:

(a) Any loan proceeds from the Bonds that are determined to be surplus proceeds remaining after completion of one or more of the projects described in Section 2 hereof shall be used in a manner approved by the Executive Administrator. The foregoing notwithstanding, it is

further provided, however, that any interest earnings on monies on deposit in the Construction Fund which are required to be rebated to the United States of America pursuant to Section 20 hereof in order to prevent the Bonds from being arbitrage bonds shall be transferred to the "Rebate Fund" hereinafter established and shall not be considered as interest earnings for purposes of this subsection.

(b) The City is solely responsible for liability resulting from acts or omissions of the City, its employees, contractors, or agents arising from the sampling, analysis, transport, storage, treatment, recycling and disposition of any contaminated sewage sludge, contaminated sediments or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project, to the extent permitted by law.

(c) The City will purchase the Bonds, acting through the TWDB's designated trustee, and the Bonds shall be registered in the name of Cede & Co. and closed in book-entry form in accordance with 31 TAC Section 363.42(c)(l).

(e) Neither the City nor a related party thereto will acquire any of the TWDB's source series bonds in an amount related to the amount of the Bonds to be acquired from the City by the TWDB.

(f) Payments of principal and interest on the Bonds will be made to the TWDB via wire transfer at no cost to the TWDB.

(g) The City will provide the TWDB with copies of "as built plans" pertaining to the projects financed, in whole or in part, with any funds of the TWDB.

(h) Within 60 days of completion of the construction of the projects financed, in whole or in part, by the loan evidenced by the Bonds, the City will provide a final accounting to the TWDB of the total costs of the projects; any surplus shall be used in a manner as approved by the Executive Administrator.

(i) So long as any Bonds are held by the TWDB, the City will provide to the TWDB's Executive Administrator, within 180 days of the end of the City fiscal year, a copy of each of its annual audited financial statements prepared by a certified public accountant in accordance with generally accepted auditing standards, to be submitted without charge.

(j) The City will maintain the records and accounts described in Section 19 hereof in accordance with generally accepted accounting principles necessary to demonstrate compliance with the TWDB's financial assistance related legal and contractual provisions, in accordance with 31 TAC § 363.42(a)(2)(G).

(k) The City will comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources as well as with any applicable TWDB laws or rules relating to use of the financial assistance.

(l) The City will maintain insurance coverage sufficient to protect the TWDB's interest in the Project.

(m) All proceeds from the sale of the Bonds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

(n) The City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter G and Texas Water Code §17.183.

(o) The City will immediately notify TWDB in writing of any suit against it by the Attorney General of Texas under Texas Government Code§2.103 and Texas Penal Code §1.10(f), related to federal laws regulating firearms, firearm accessories, and firearm ammunition.

(p) The City will not discontinue the rating issued by a nationally-recognized statistical rating agency on the Bonds until the underlying Bonds are retired or no longer held by TWDB.

Section 37. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on any Parity Obligations or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Parity Obligations.

Section 38. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Escrow Agreement and the Private Placement Memorandum. In addition, prior to the initial delivery of the Bonds, the Mayor, the City Manager or Assistant City Manager, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Private Placement Memorandum, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of the Bond Insurer or (iii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 39. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any

way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Bonds.

Section 40. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 41. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the Registered Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the Registered Owners of the Bonds.

Section 42. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 43. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 44. EFFECTIVE DATE. This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 45. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of revenues granted by the City under Section 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of revenues granted by the City under Section 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 46. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) $9,500, provided that such fee shall not be less than $750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the

City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bonds.

Section 47. ELECTRONIC SIGNATURES. The Mayor or Mayor Pro-Tem and the City Secretary or Deputy City Secretary hereby authorize the use of their electronic signatures in connection with the offering and sale of the Bonds and hereby authorize the City's Financial Advisor, Bond Counsel and City Attorney to use such electronic signatures in connection with the offering and sale of the Bonds.

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IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the first and final reading on the 13th day of October, 2026.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor
City of Georgetown, Texas

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

As used in this Ordinance, the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"*Accountant*" means an independent certified public accountant or accountants or a firm of an independent certified public accountants, in either case, with demonstrated expertise and competence in public accountancy.

"*Additional Parity Obligations*" means bonds, notes, warrants, certificates of obligation, contractual obligations or other Debt which the City reserves the right to issue or enter into, as the case may be, in the future under the terms and conditions provided in Sections 22 and 23 of this Ordinance and which obligations are equally and ratably secured solely by a first lien on and pledge of the Pledged Revenues on a parity with the outstanding Parity Obligations and the Bonds.

"*Amortization Installment*" means, with respect to any Term Bonds of any series of Parity Obligations, the amount of money which is required to be deposited into a mandatory redemption account for retirement of such Term Bonds (whether at maturity or by mandatory redemption and including redemption premium, if any) provided that the total Amortization Installments for such Term Bonds shall be sufficient to provide for retirement of the aggregate principal amount of such Term Bonds.

"*Annual Debt Service Requirements*" means, as of the date of calculation, the principal of and interest on all Parity Obligations coming due at Maturity or Stated Maturity (or that could come due on demand of the owner thereof other than by acceleration or other demand conditioned upon default by the City on such Debt, or be payable in respect of any required purchase of such Debt by the City) in such Fiscal Year, and, for such purposes, any one or more of the following rules shall apply at the election of the City:

(1) Balloon Debt. If the principal (including the accretion of interest resulting from original issue discount or compounding of interest) of any series or issue of Funded Debt due (or payable in respect of any required purchase of such Funded Debt by the City) in any Fiscal Year either is equal to at least 25% of the total principal (including the accretion of interest resulting from original issue discount or compounding of interest) of such Funded Debt or exceeds by more than 50% the greatest amount of principal of such series or issue of Funded Debt due in any preceding or succeeding Fiscal Year (such principal due in such Fiscal Year for such series or issue of Funded Debt being referred to herein and throughout this Ordinance as "Balloon Debt"), the amount of principal of such Balloon Debt taken into account during any Fiscal Year shall be equal to the debt service calculated using the original principal amount of such Balloon Debt amortized over the Term of Issue on a level debt service basis at an assumed interest rate equal to the rate borne by such Balloon Debt on the date of calculation;

(2) Consent Sinking Fund. In the case of Balloon Debt, if a Designated Financial Officer shall deliver to the City a certificate providing for the retirement of (and the instrument creating such Balloon Debt shall permit the retirement of), or for the

accumulation of a sinking fund for (and the instrument creating such Balloon Debt shall permit the accumulation of a sinking fund for), such Balloon Debt according to a fixed schedule stated in such certificate ending on or before the Fiscal Year in which such principal (and premium, if any) is due, then the principal of (and, in the case of retirement, or to the extent provided for by the sinking fund accumulation, the premium, if any, and interest and other debt service charges on) such Balloon Debt shall be computed as if the same were due in accordance with such schedule, provided that this clause (2) shall apply only to Balloon Debt for which the installments previously scheduled have been paid or deposited to the sinking fund established with respect to such Debt on or before the times required by such schedule; and provided further that this clause (2) shall not apply where the City has elected to apply the rule set forth in clause (1) above;

(3) Prepaid Debt. Principal of and interest on Bonds and Additional Parity Obligations, or portions thereof, shall not be included in the computation of the Annual Debt Service Requirements for any Fiscal Year for which such principal or interest are payable from funds on deposit or set aside in trust for the payment thereof at the time of such calculations (including without limitation capitalized interest and accrued interest so deposited or set aside in trust) with a financial institution acting as fiduciary with respect to the payment of such Debt; and

(4) Variable Rate. As to any Parity Obligations that bear interest at a variable interest rate which cannot be ascertained at the time of calculation of the Annual Debt Service Requirement then, at the option of the City, either (A) an interest rate equal to the average rate borne by such Parity Obligations (or by comparable debt in the event that such Parity Obligations has not been outstanding during the preceding 24 months) for any 24 month period ending within 30 days prior to the date of calculation, or (B) an interest rate equal to the 30-year Revenue Bond Index (as most recently published in The Bond Buyer), shall be presumed to apply for all future dates, unless such index is no longer published in The Bond Buyer, in which case an index of revenue bonds with maturities of at least 20 years which is published in a financial newspaper or journal with national circulation may be used for this purpose (if two Series of Parity Obligations which bear interest at variable interest rate, or one or more maturities within a Series, of equal par amounts, are issued simultaneously with inverse floating interest rates providing a composite fixed interest rate for such Parity Obligations taken as a whole, such composite fixed rate shall be used in determining the Annual Debt Service Requirement with respect to such Parity Obligations);

With respect to any calculation of historic data, only those payments actually made in the subject period shall be taken into account in making such calculation and, with respect to prospective calculations, only those payments reasonably expected to be made in the subject period shall be taken into account in making the calculation.

"Average Annual Debt Service Requirements" means that average amount which, at the time of computation, will be required to pay the Annual Debt Service Requirements when due (either at Stated Maturity or mandatory redemption) and derived by dividing the total of such Annual Debt Service Requirements by the number of Fiscal Years then remaining before Stated

Maturity of such Parity Obligations. For the purposes of this definition, a fractional period of a Fiscal Year shall be treated as an entire Fiscal Year. Capitalized interest payments provided from bond proceeds, accrued interest on any Debt, and interest earnings thereon shall be excluded in making such computation.

"Bond Insurer" means any entity that insures or guarantees the payment of principal and interest on any Bonds or the provider of a Reserve Fund Obligation.

"*Bonds*" means, the City of Georgetown, Texas Utility System Revenue Bonds, Series 2026B authorized by this Ordinance.

"Book-Entry-Only System" means the book-entry system of bond registration provided in Section 5, or any successor system of book-entry registration.

"Cede & Co." means the designated nominee and its successors and assigns of The Depository Trust Company, New York.

"*City*" means the City of Georgetown, Texas, and where appropriate, the City Council.

"*City Council"* means the governing body of the City.

"Debt" and *"Debt of the City payable from Pledged Revenues*" mean:

(1) all indebtedness payable from Pledged Revenues and/or Net Revenues incurred or assumed by the City for borrowed money and all other financing obligations of the System payable from Pledged Revenues and/or Net Revenues that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet; and

(2) all other indebtedness payable from Pledged Revenues and/or Net Revenues (other than indebtedness otherwise treated as Debt hereunder) for borrowed money or for the acquisition, construction or improvement of property or capitalized lease obligations pertaining to the System that is guaranteed, directly or indirectly, in any manner by the City, or that is in effect guaranteed, directly or indirectly, by the City through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise.

For the purpose of determining Debt, there shall be excluded any particular Debt if, upon or prior to the Maturity thereof, there shall have been deposited with the proper depository (a) in trust the necessary funds (or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption, or satisfaction of such Debt or (b) evidence of such Debt deposited for cancellation; and thereafter it shall not be considered Debt. No item shall

be considered Debt unless such item constitutes indebtedness under generally accepted accounting principles applied on a basis consistent with the financial statements of the System in prior Fiscal Years.

"*Defeasance Securities*" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"Depository" means one or more official depository banks of the City.

"DTC" means The Depository Trust Company, New York, New York and its successors and assigns.

"DTC Participant" means securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Designated Financial Officer" means the chief financial officer of the City, or such other financial or accounting official of the City so designated by the City Council.

"Executive Administrator" means the Executive Administrator of the TWDB.

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

"*Financial Obligation*" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means the twelve-month accounting period used by the City in connection with the operation of the System, currently ending on September 30 of each year, which may be

any twelve consecutive month period established by the City, but in no event may the Fiscal Year be changed more than one time in any three calendar year period.

"Funded Debt" means all Parity Obligations created or assumed by the City that mature by their terms (in the absence of the exercise of any earlier right of demand), or that are renewable at the option of the City to a date, more than one year after the original creation or assumption of such Debt by the City.

"Gross Revenues" and *"Gross Revenues of the City's System*" mean all revenues, income and receipts of every nature derived or received by the City from the operation and ownership of the System; including the interest income from investment or deposit of money in any Fund created by this Ordinance or maintained by the City in connection with the System; and any other revenues hereafter pledged to the payment of all Parity Obligations.

"Holder" or *"Holders"* means the registered owner, whose name appears in the Security Register, for any Parity Obligation.

"Interest and Sinking Fund" means the special Fund maintained by the provisions of Sections 8 and 11 of this Ordinance.

"*Initial Bond*s" means the Bonds authorized, issued, and initially delivered as provided in Section 5 of this Ordinance.

"*Maintenance and Operating Expenses*" means the reasonable and necessary expenses of operation and maintenance of the System as required by Section 1502.058, Texas Government Code, as amended, including all salaries, labor, materials, repairs and extensions necessary to render efficient service (but only such repairs and extensions as, in the judgment of the governing body of the City, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or conditions which would otherwise impair the Parity Obligations), and all payments under contracts now or hereafter defined as operating expenses by the Legislature of Texas. Depreciation shall never be considered as a Maintenance and Operating Expense. The definition includes a two-month reserve amount, as provided under Section 10 of this Ordinance.

"*Maturity*" means, when used with respect to any Debt, the date on which the principal of such Debt or any installment thereof becomes due and payable as therein provided, whether at the Stated Maturity thereof or by declaration of acceleration, call for redemption, or otherwise.

"*Maximum Annual Debt Service Requirements"* means the greatest requirements of Annual Debt Service Requirements (taking into account all mandatory principal redemption requirements) scheduled to occur in any future Fiscal Year or in the then current Fiscal Year for the particular obligations for which such calculation is made. Capitalized interest payments provided from Debt proceeds, accrued interest on any Debt, and interest earnings thereon shall be excluded in making such computation.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Net Revenues*" and "*Net Revenues of the City's System*" mean all Gross Revenues remaining after deducting the Maintenance and Operating Expenses.

"*Ordinance*" means this ordinance finally adopted by the City Council on October 13, 2026.

"Outstanding", when used with respect to Parity Obligations, means, as of the date of determination, all Parity Obligations theretofore delivered under this Ordinance and any ordinance authorizing Previously Issued Obligations or Additional Parity Obligations, except:

(1) Parity Obligations theretofore cancelled and delivered to the City or delivered to the Paying Agent/Registrar for cancellation;

(2) Parity Obligations deemed paid pursuant to the provisions of Section 29 of this Ordinance or any comparable section of any ordinance authorizing Previously Issued Obligations or Additional Parity Obligations;

(3) Parity Obligations upon transfer of or in exchange for and in lieu of which other Parity Obligations have been authenticated and delivered pursuant to this Ordinance and any ordinance authorizing Previously Issued Obligations or Additional Parity Obligations; and

(4) Parity Obligations under which the obligations of the City have been released, discharged or extinguished in accordance with the terms thereof.

"*Paying Agent/Registrar*" shall have the meaning set forth in Section 5(a) hereof.

"*Parity Obligations*" means the Bonds, the Previously Issued Parity Obligations and any Additional Parity Obligations hereafter issued by the City or obligations issued to refund any of the foregoing (as determined within the sole discretion of the City Council in accordance with applicable law) if issued in a manner that provides that the refunding bonds are payable from and equally and ratably secured by a first lien on and pledge of the Pledged Revenues.

"Permitted Investments" means any security or obligation or combination thereof permitted under the Public Funds Investments Act, Chapter 2256, Texas Government Code, as amended or other applicable law.

"*Pledged Revenues*" means (1) the Net Revenues, plus (2) any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter are pledged by the City to the payment of the Parity Obligations, and excluding those revenues excluded from Gross Revenues.

"*Previously Issued Parity Obligations"* means the Outstanding Parity Obligations of the City entitled: "City of Georgetown, Texas Utility System Revenue Bonds, Series 2014," "City of

Georgetown, Texas Utility System Revenue Refunding Bonds, Series 2014," "City of Georgetown, Texas Utility System Revenue Bonds, Series 2014A", "City of Georgetown, Texas Utility System Revenue Bonds, Series 2015," "City of Georgetown, Texas Utility System Revenue Bonds, Series 2016," "City of Georgetown, Texas Utility System Revenue Refunding Bonds, Series 2016," "City of Georgetown, Texas Utility System Revenue and Refunding Bonds, Series 2017," "City of Georgetown, Texas Utility System Revenue Bonds, Series 2018," "City of Georgetown, Texas Utility System Revenue Bond, Series 2020", "City of Georgetown, Texas Utility System Revenue Refunding Bond, Series 2020," "City of Georgetown, Texas Utility System Revenue Bonds, Series 2022", "City of Georgetown, Texas Utility System Revenue Bonds, Series 2023", "City of Georgetown, Texas Utility System Revenue Bonds, Series 2024", "City of Georgetown, Texas Utility System Revenue Bonds, Series 2025", "City of Georgetown, Texas Utility System Revenue Bonds, Series 2026" and "City of Georgetown, Texas Utility System Revenue Bonds, Series 2026A" as well as the "City of Georgetown, Texas Utility System Revenue Bonds, Series 2026C" being issued contemporaneously with the Bonds.

"*Prudent Utility Practice*" means any of the practices, methods and acts, in the exercise of reasonable judgment, in the light of the facts, including but not limited to the practices, methods and acts engaged in or previously approved by a significant portion of the public utility industry, known at the time the decision was made, that would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. It is recognized that Prudent Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather is a spectrum of possible practices, methods or acts which could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. In the case of any facility included in the System which is operated in common with one or more other entities, the term Prudent Utility Practice, as applied to such facility, shall have the meaning set forth in the agreement governing the operation of such facility.

"*Purchaser*" means the TWDB as the initial purchaser of the Bonds.

"*Rating Agency*" means any nationally recognized securities rating agency which has assigned, at the request of the City, a rating to the Parity Obligations.

"Record Date" means Record Date as defined in the Form of Bonds in Exhibit "B" to this Ordinance.

"*Required Reserve Amount*" means the amount required to be maintained in the Series 2026B Reserve Fund pursuant to the provisions of Section 12 of this Ordinance.

"*Required Reserve Fund Deposits*" means the deposits and credits, if any, required to be made to the Series 2026B Reserve Fund pursuant to the provisions of Section 12 of this Ordinance.

"*Reserve Fund Obligation*" means, to the extent permitted by law, as evidenced by an opinion of nationally recognized bond counsel, a surety bond or insurance policy deposited in the Series 2026B Reserve Fund to satisfy the Required Reserve Amount whereby the City is obligated

to provide funds up to and including the maximum amount and under the conditions specified in such agreement or instrument.

"Reserve Fund Obligation Payment" means any subrogation payment the City is obligated to make from Pledged Revenues deposited in the Series 2026B Reserve Fund with respect to a Reserve Fund Obligation.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

"Security Register" means the books or records for the registration of the transfer and exchange of any Parity Obligations.

"Series 2026B Reserve Fund" means "City of Georgetown, Texas Utility System Revenue Bonds, Series 2026B Reserve Fund" created, established and maintained by the provisions of Section 12 of this Ordinance as special fund of the City.

"*Special Project*" means, to the extent permitted by law, any electric, waterworks, sanitary sewer, wastewater reuse or municipal drainage system property, improvement or facility declared by the City not to be part of the System, for which the costs of acquisition, construction and installation are paid from proceeds of a financing transaction other than the issuance of bonds payable from ad valorem taxes, Pledged Revenues or Net Revenues and for which all maintenance and operation expenses are payable from sources other than ad valorem taxes, Pledged Revenues or Net Revenues, but only to the extent that and for so long as all or any part of the revenues or proceeds of which are or will be pledged to secure the payment or repayment of such costs of acquisition, construction and installation under such financing transaction.

"Stated Maturity" means the annual principal payments of the Parity Obligations payable on the respective dates set forth in the ordinances which authorized the issuance of such Parity Obligations.

"*Subordinate Lien Obligations*" means (i) any bonds, notes, warrants, certificates of obligation, contractual obligations or other Debt issued by the City that are payable, in whole or in part, from and equally and ratably secured by a lien on and pledge of the Net Revenues, such pledge being subordinate and inferior to the lien on and pledge of the Net Revenues that are or will be pledged to the payment of any Parity Obligations issued by the City, and (ii) obligations hereafter issued to refund any of the foregoing if issued in a manner that provides that the refunding bonds are payable from and equally and ratably secured, in whole or in part, by a lien on and pledge of the Net Revenues on a parity with the Subordinate Lien Obligations.

"*System*" means as currently comprised, the City's combined electric, waterworks and sewer system, which includes all properties, facilities, plants, improvements, equipment, interests and rights currently owned, operated and maintained by the City for the (i) generation, transmission, distribution or sale of electric power and energy, (ii) supply, treatment, and transmission and distribution of treated potable water and (iii) collection and treatment of

wastewater, and for water reuse, together with all future extensions, improvements, purchases, repairs, replacements and additions thereto, whether situated within or without the limits of the City, and all water (in any form) owned by the City; provided, however, that the City expressly retains the right to (i) sale or disaggregate the System as set forth in Section 18 of this Ordinance and (ii) incorporate any other utility system as provided by the laws of the State of Texas as a part of the System. The System shall not include any Special Project or any disaggregated part of the System as provided in Section 18 of this Ordinance.

"*Term Bonds*" means those Parity Obligations so designated in the ordinances authorizing such bonds which shall be subject to retirement by operation of a mandatory redemption account.

"*Term of Issue*" means with respect to any Balloon Debt, a period of time equal to the greater of (i) the period of time commencing on the date of issuance of such Balloon Debt and ending on the final maturity date of such Balloon Debt or (ii) twenty-five years.

"*TWDB*" means the Texas Water Development Board.

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EXHIBIT B

FORM OF BOND

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS WILLIAMSON COUNTY	PRINCIPAL AMOUNT $_____

CITY OF GEORGETOWN, TEXAS
UTILITY SYSTEM REVENUE BOND,
SERIES 2026B (LOW INTEREST)

INTEREST RATE	DATE OF BOND	MATURITY DATE	CUSIP NO.
	November 10, 2026		

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, **THE CITY OF GEORGETOWN, TEXAS** (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the initial date of delivery of the Bonds, on February 15, 2027 and semiannually thereafter on each August 15 and February 15 to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above calculated on the basis of a 360-day year of twelve 30-day months; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at BOKF, NA (the "Paying Agent/Registrar") at their office for payment in Dallas, Texas (the "Designated Payment/Transfer

Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Bond (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business on the last business day of the month next preceding each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Texas Water Development Board, or such other Registered Owner, requested by, and at the risk and expense of, the Registered Owner; provided, however, that if this Bond is owned by the Texas Water Development Board, principal and interest will be paid by wire transfer or other method acceptable to the Texas Water Development Board, and there will be no charge. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Bond that on or before each payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated November 10, 2026, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of **$29,000,000 TO PROVIDE FUNDS FOR THE PURPOSE OF (1) EXTENDING AND IMPROVING THE CITY'S WATER SYSTEM, INCLUDING CONSTRUCTING TWO WATER TREATMENT AND DISTRIBUTION SITES AND (2) PAYING THE COSTS OF ISSUING THE BONDS.**

ON FEBRUARY 15, 2037, or on any date thereafter, the Bonds of this Series maturing on and after August 15, 2037 may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in an integral multiple of $5,000).

NO LESS THAN 30 days prior to the date fixed for any such optional redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall

not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Ordinance, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the City, resigns or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; that this Bond is a special obligation of the City, and that the interest on and principal of this Bond, together with the

Previously Issued Parity Obligations and all other outstanding "Parity Obligations" (as defined in the Bond Ordinance), as such interest comes due, and as such principal matures, are payable from and secured by a lien on and pledge of the "Pledged Revenues" of the "System" (which is generally described as the City's combined electric, waterworks and sewer system), all as provided in the Bond Ordinance.

THE CITY also has reserved the right, subject to restrictions stated in the Ordinance, to issue Additional Parity Obligations which also may be made payable from and equally and ratably secured by a first lien on and pledge of, the Pledged Revenues of the System in the same manner and to the same extent as this Series of Bonds.

THE CITY also has reserved the right, subject to restrictions stated in the Bond Ordinance to issue Subordinate Lien Obligations payable from and equally and ratably secured, in whole or in part, by a lien on and pledge of the Net Revenues (as defined in the Bond Ordinance), subordinate and inferior in rank and dignity to the lien on and pledge of such Net Revenues securing payment of the Bonds, the Previously Issued Parity Obligations or any Additional Parity Obligations.

THE OWNER HEREOF shall never have the right to demand payment of this Bond out of any funds raised or to be raised by taxation.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City and agrees that the terms and provisions of this Bond and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor or Mayor Pro-Tem of the City and countersigned with the manual or facsimile signature of the City Secretary or Deputy City Secretary and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

_____ _____

City Secretary Mayor

[CITY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

BOKF, NA
Paying Agent/Registrar

By_____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____

_____
Please insert Social Security or Taxpayer
Identification Number of Transferee

_____

_____
(Please print or typewrite name and address,
including zip code, of Transferee)

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____
NOTICE: Signature(s) must be guaranteed by a member firm of the New

_____
NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the

York Stock Exchange or a commercial bank or trust company.

front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE INITIAL BOND ONLY:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts of
the State of Texas

[COMPTROLLER'S SEAL]

INSERTIONS FOR THE INITIAL BOND

The Initial Bond shall be in the form set forth in this Exhibit, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"**ON THE MATURITY DATE SPECIFIED BELOW,** the City of Georgetown, Texas (the "City"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Principal Amount	Maturity Date (August 15)	Interest Rate

(Information for the Bonds from Sections 3 and 4 to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the initial date of delivery of the Bonds at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2027 and

semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

EXHIBIT C

FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (Agreement), made by and between the City of Georgetown, Texas, a political subdivision of the State of Texas in Williamson County, Texas, (City), acting by and through its City Council, and BOKF, NA, as escrow agent (Escrow Agent) together with any successor in such capacity;

W I TN E S S E T H:

WHEREAS, pursuant to an Ordinance finally adopted on October 13, 2026 (Ordinance), the City of Georgetown authorized the issuance of $29,000,000 City of Georgetown, Texas Utility System Revenue Bonds, Series 2026B (Low Interest), dated November 10, 2026 (Obligations) to obtain financial assistance from the Texas Water Development Board (TWDB) for the purpose of funding water or wastewater system improvements identified as Project No. 51106 (Project); and

WHEREAS, the Escrow Agent is a national banking association designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (Proceeds) in escrow subject to being withdrawn only with the approval of the Executive Administrator of the TWDB (Executive Administrator) or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT. In accordance with the closing memo signed by the Executive Administrator or an authorized representative and upon delivery of the Obligations described above, the Proceeds identified under TWDB Commitment Number LM2602434 shall be released to pay closing costs or deposited to the credit of a special escrow account (Escrow Account) maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account shall be entitled "Georgetown S2026B TWDB LM2602434" and shall not be subject to warrants, drafts, or checks drawn by the City but shall be disbursed or withdrawn

to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Ordinance and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy. The Escrow Agent shall conclusively rely upon the City's written instructions as to both the suitability and legality of all direct investments. The Escrow Agent may make any and all such investments through its own investment department or that of its affiliates or subsidiaries and may charge its ordinary and customary fees for such investments. In the absence of written investment instructions from an Authorized Officer of the City, the Escrow Agent shall not be responsible or liable for keeping the moneys held by it hereunder fully invested.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account, or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account provided that all such investments are consistent with the PFIA requirements as certified by the City in its written investment direction.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Ordinance. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Ordinance, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and the TWDB and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact

or law, except for its negligence or willful misconduct in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another entity or sells or transfers substantially all of its assets or corporate trust business, then the successor entity shall be the successor Escrow Agent without the necessity of further action as long as the successor entity is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering City, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent and to the TWDB within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow

Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account to the City.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent, the City and the TWDB are as follows:

Tony Hongnoi
Vice President
BOKF, NA | Corporate Trust
5956 Sherry Lane, Suite 900
Dallas, Texas 75225
Ph: 972-892-9968
thongnoi@bokf.com

Karrie Pursley
Treasurer
City of Georgetown
808 Martin Luther King Jr. St.
Georgetown, Texas 78626
Ph: 512-930-3652
karrie.pursley@georgetowntexas.gov

Executive Administrator
Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78701

SECTION 14. RIGHTS AND PROTECTIONS. No provisions of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

The Escrow Agent may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

The Escrow Agent may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

Although the City recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the City agrees that confirmations of investments are not required to be issued by the Escrow Agent for each month in which a monthly statement is rendered and that no statement need be rendered for the Escrow Account if no activity occurred in such account during such month.

To the extent permitted by law, the City agrees to indemnify, defend and hold the Escrow Agent and its officers, directors, agents, and employees harmless from and against any and all loss, damage, claim, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or

performance of any of its powers or duties hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, claim, liability, or expense resulting from its own negligence or willful misconduct. The foregoing indemnification shall survive the termination of this Agreement or the resignation or removal of the Escrow Agent for any reason.

SECTION 15: ELECTRONIC MEANS. The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder.); provided, however, that the City shall provide to the Escrow Agent an incumbency certificate listing officers with the City to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City, whenever a person is to be added or deleted from the listing. If the City elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

SECTION 16: COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

SECTION 17: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 18: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect; provided, however, that such assignment made by the Escrow Agent pursuant to Section 9 hereof shall be permitted hereunder.

SECTION 19: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account.

SECTION 20: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 21: **COMPENSATION FOR ESCROW SERVICES.** The Escrow Agent shall be entitled to compensation for its services and reimbursement for its expenses incurred hereunder as stated in Exhibit A, which compensation and reimbursement shall be paid by the City but may not be paid directly from the Escrow Account.

SECTION 22: VERIFICATIONS OF STATUTORY REPRESENTATIONS AND COVENANTS. The Bank makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the

term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

SECTION 23: EXEMPTION FROM DISCLOSURE FORM. The Escrow Agent represents and warrants that it is a wholly owned subsidiary of BOKF Financial, a publicly traded business entity, and therefore this Agreement is exempt from Section 2252.908, Texas Government Code, as amended.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

THE CITY OF GEORGETOWN

By: _____
Authorized Representative

Date: _____

Address: 808 Martin Luther King Jr Street
Georgetown, Texas 78626

SigPg

BOKF, NA,
as Escrow Agent

By: _____

Title: _____

Date: _____

EXHIBIT A

Fee Schedule

City of Georgetown, Texas
Utility System Revenue Bonds Escrow Fund, Series 2026B
TWDB Escrow LM2602434

Texas Water Development Board

ESCROW AGENT

Schedule of Fees

Acceptance Fee: WAIVED

For review and coordination of documents and setup of accounts in preparation for closing.

Escrow Account Setup/Administration Fee: WAIVED

For ordinary administrative services by Escrow Agent – includes daily routine account management; cash transaction processing (including wire and check processing); disbursement of funds in accordance with the agreement; and online access to trust account statements. This fee is due at the time of Escrow Agreement funding/execution.

Fee is based on the following assumptions:

- Number of escrow accounts: As needed
- Number of Withdrawals from the Escrow accounts: As needed

Charges for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be determined by appraisal in the amounts commensurate with the service provided.

Services not included in this Fee Schedule, but deemed necessary or desirable by you, may be subject to additional charges based on a mutually agreed upon fee schedule.

Our proposal is subject in all aspects to review and acceptance of the final financing documents which sets forth our duties and responsibilities.

Absent written direction, the Escrow Agent shall invest funds into the Cavanal Hill Gov Sec MMF – (APCXX) CUSIP 14956P836 as standing instructions. A copy of the prospectus is available at this link - cavanalhillfunds.com | portfolio.

**If funds are invested outside of the money market funds offered by BOK Financial, a fee of up to $3,000.00 may be assessed on an annual basis to act as custodian.*

Tony Hongnoi, Vice President
Relationship Manager – Texas Paying Agency Manager
Phone: 972.892.9968
THongnoi@bankoftexas.com or THongnoi@bokf.com

Jose Gaytan, Senior Vice President
Corporate Trust & Escrow Sales Consultant
Phone: 512.813.2002
JGaytan@bankoftexas.com or JGaytan@bokf.com

BOK FINANCIAL
bokfinancial.com

To learn more about BOK Financial:

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SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

City of Georgetown, Texas
Timetable for Issuance of
Combined Utility System Revenue Bonds, Series B & C
Texas Water Development Board SWIFT Program

Timeline of Events

Tuesday, August 25, 2026	City Council approves Texas Water Development Board ("TWDB") Financing Agreement.
Friday, September 4, 2026 (est.)	TWDB deadline for receiving signed Financing Agreement.
TBD in September (est.)	Last day City can modify payment schedule.
Monday, September 14, 2026	Draft bond documents due to TWDB (20 business days prior to Council approval of Ordinances.)
Thursday, October 1, 2026	TWDB provides City with final interest rates for both low interest and deferred loans. Loan amortization has already been set, so rates are only used to finalize interest calculation.
Tuesday, October 13, 2026	Award. The City Council will consider an Ordinance authorizing the issuance of the Series 2026 B and Series 2026 C Bonds and awarding them to the TWDB. (Award is more than 15 days after the 2026 A open market utility sale on September 22 to avoid blended yield.)
Thursday, October 15, 2026	Final documents sent to Attorney General.
Friday, October 30, 2026	Complete and final documentation sent to TWDB (at least 7 days prior to closing).
Tuesday, November 3, 2026	Attorney General Opinion due to TWDB.
Tuesday, November 10, 2026	Delivery Date. Funds from the TWDB are placed in escrow for Georgetown projects.

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
First and Final Reading of the Utility System Revenue Bonds, Series 2026C Ordinance

SUGGESTED ACTION:
Consideration and possible action to approve on first and final reading an Ordinance Authorizing the City of Georgetown, Texas Utility System Revenue Bonds, Series 2026C in the Principal Amount of $17,000,000; Pledging Certain Revenues in Support of the Bonds; Awarding the Sale of the Bonds to the Texas Water Development Board; and Authorizing Other Matters Relating to the Bonds -- Leigh Wallace, Chief Financial Officer

ITEM SUMMARY:
The City is planning to build a new transmission pipeline connecting the Circleville area in eastern Williamson County to northern Georgetown, referred to as the Georgetown Regional Water Initiative. This transmission line will move treated groundwater from new supply sources farther east into Georgetown's existing water system to enhance reliability, flexibility, and long term resiliency. In May, the City Council authorized the City to apply for up to $274,000,000 in low interest financing from the Texas Water Development Board (TWDB). TWDB adopted a resolution approving the City's application in July. In August City Council approved the financing agreements with TWDB for
the first two issuances in order to move forward with the first round of low interest financing this fall. The financing agreements authorize the City to sell the TWDB Georgetown Utility System Revenue

Bonds in two series for a total of $46,000,000 in low interest financing for 2026:
2026 Series B in an amount of $29,000,000
2026 Series C in an amount of $17,000,000

FINANCIAL IMPACT:
All debt service payments related to these bonds will be funded with Utility System revenues generated under the City's rate structure. They are amortized over 30 years.

Funds will be received on November 10, 2026 and will be placed in escrow for the City of Georgetown.

Please note all ordinances will be approved and effective on First Reading in accordance with Section 1201.028, Texas Government Code.

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:

2026C REV Bond Sale.pdf
2026C Utility Bond Ordinance_Final (w exhibits).pdf
2026 TWDB Timetable.pdf

2026C Revenue Bond Sale

October 13, 2026

Utility Infrastructure

- Georgetown Regional Water Initiative – set of projects to receive and transmit new supplies of water
- $46M through Texas Water Development Board SWIFT program
  - 2026 Series B in an amount of $29,000,000
  - 2026 Series C in an amount of $17,000,000
- Supported by adopted utility rates

Series 2026C (Deferred)

- True Interest Cost: 3.75%
- Principal and Interest payments deferred for 5 years (until 2031)
- Allows for more gradual implementation of rate increases to recover costs for debt service

Utility System Revenue Bonds

Consideration and possible action to approve on first and final reading an Ordinance Authorizing the City of Georgetown, Texas Utility System Revenue Bonds, Series 2026C in the Principal Amount of $17,000,000; Pledging Certain Revenues in Support of the Bonds; Awarding the Sale of the Bonds to the Texas Water Development Board; and Authorizing Other Matters Relating to the Bonds.

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF GEORGETOWN, TEXAS UTILITY SYSTEM REVENUE BONDS, SERIES 2026C (DEFERRED) IN THE PRINCIPAL AMOUNT OF $17,000,000; PLEDGING CERTAIN REVENUES IN SUPPORT OF THE BONDS; AWARDING THE SALE OF THE BONDS TO THE TEXAS WATER DEVELOPMENT BOARD; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE BONDS

Adopted October 13, 2026

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF GEORGETOWN, TEXAS UTILITY SYSTEM REVENUE BONDS, SERIES 2026C (DEFERRED) IN THE PRINCIPAL AMOUNT OF $17,000,000; PLEDGING CERTAIN REVENUES IN SUPPORT OF THE BONDS; AWARDING THE SALE OF THE BONDS TO THE TEXAS WATER DEVELOPMENT BOARD; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE BONDS

WHEREAS, the City Council of the City of Georgetown, Texas (the "City") deems it necessary and desirable, as set forth in this Ordinance, to issue revenue bonds for the purpose of financing certain improvements and extensions to the City's System (as defined herein) as well as paying professional services including legal, fiscal, architectural, engineer and any costs of issuance associated therewith; and

WHEREAS, the Bonds (as defined herein) authorized by this Ordinance are being issued and delivered pursuant to the City Charter and Chapter 1502, Texas Government Code, as amended, and any other applicable laws; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. DEFINITIONS. For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in Exhibit "A" to this Ordinance have the meanings assigned to them in Exhibit "A".

Section 2. AMOUNT AND PURPOSE OF THE BONDS. (a) The bonds of the City further described in Section 3 of this Ordinance (the "Bonds") are hereby authorized to be issued and delivered in the aggregate principal amount of **$17,000,000 FOR THE PURPOSE OF (1) EXTENDING AND IMPROVING THE CITY'S WATER SYSTEM, INCLUDING CONSTRUCTING TWO WATER TREATMENT AND DISTRIBUTION SITES AND (2) PAYING THE COSTS OF ISSUING THE BONDS**.

(b) Vision Statement. The City Council hereby finds that the enactment of this Ordinance and issuance of the Bonds complies with the Vision Statement of the City.

Section 3. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF THE BONDS. Each bond issued pursuant to this Ordinance for the purpose described in Section 2 of this Ordinance shall be designated: **"CITY OF GEORGETOWN, TEXAS UTILITY SYSTEM REVENUE BONDS, SERIES 2026C (DEFERRED),"** and initially there shall be issued, sold, and delivered hereunder fully registered bonds, without interest

coupons, dated November 10, 2026, in the respective denominations and principal amounts hereinafter stated, numbered consecutively from R-1 upward (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial Registered Owners thereof , or to the registered assignee or assignees of said Bonds or any portion or portions thereof (in each case, the "Registered Owner"), and the Bonds shall mature and be payable serially on August 15 in each of the years and in the principal amounts, respectively, as set forth in the following schedule:

Year	Principal	Year	Principal
2031	$ 380,000	2044	$ 620,000
2032	390,000	2045	650,000
2033	405,000	2046	680,000
2034	415,000	2047	710,000
2035	430,000	2048	745,000
2036	445,000	2049	780,000
2037	460,000	2050	820,000
2038	480,000	2051	865,000
2039	500,000	2052	905,000
2040	520,000	2053	950,000
2041	540,000	2054	1,000,000
2042	565,000	2055	1,050,000
2043	590,000	2056	1,105,000

Section 4. INTEREST. The Bonds scheduled to mature during the years, respectively, set forth below shall bear interest from the dates specified in the FORM OF BOND set forth in Exhibit "B" to this Ordinance to their respective dates of maturity or redemption prior to maturity in the manner and at the following rates per annum:

Year	Rate	Year	Rate
2031	3.720%	2044	4.900%
2032	3.800	2045	4.940
2033	3.900	2046	4.980
2034	3.950	2047	5.110
2035	4.020	2048	5.110
2036	4.130	2049	5.180
2037	4.260	2050	5.200
2038	4.510	2051	5.200
2039	4.620	2052	5.260
2040	4.670	2053	5.260
2041	4.800	2054	5.310
2042	4.820	2055	5.310
2043	4.920	2056	5.310

Said interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND set forth in Exhibit "B" to this Ordinance.

Section 5. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, and Exchange; Authentication. The City shall keep or cause to be kept at BOKF, NA in Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar, in substantially the form presented to the City Council at the meeting at which this Ordinance was considered, is hereby approved and the Mayor and City Secretary or the Deputy City Secretary of the City are hereby authorized to execute the Paying Agent/Registrar Agreement and approve any changes in the final form thereof.

The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make a copy of the Registration Books available in the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in Exhibit "B" to this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for transfer and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing transfer and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the preparation, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Chapter 1201, Texas Government Code, and particularly Subchapter D thereof, the duty of transfer and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Bond, the transferred and exchanged Bond shall be valid, incontestable and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/ Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be exchanged for other Bonds of the same Series, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in Exhibit "B" to this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/ Registrar, but on each substitute Bond issued in exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The City covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution or other entity to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying

Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System for Bonds. The Bonds issued in exchange for the Bonds initially issued as provided in subsection (i) below shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of the Bonds, as shown on the Registration Books, of any notice with respect to the Bonds or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the City to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfers Outside Book-Entry-Only Systems. In the event that the City determines to discontinue the use of the Book-Entry-Only System through DTC,

or DTC determines to discontinue providing its services with respect to the Bonds, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts; provided that while the Texas Water Development Board (the "TWDB") is the holder of the Bonds, the DTC services shall not be discontinued by the City until the City has received the written consent thereto of the TWDB. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance. Whenever a successor securities depository has been appointed pursuant to this paragraph, the terms DTC and DTC Participant as used in this Ordinance shall refer to such successor securities depository and its participants, respectively.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee for DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

(h) DTC Blanket Letter of Representations. The City confirms execution of a Blanket Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

(i) Cancellation of Initial Bond. On the closing date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the Purchaser or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Secretary or Deputy City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all the Bonds for such maturity.

Section 6. FORM OF BOND. The form of each Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached only to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially in the form set forth in Exhibit "B" hereto, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

Section 7. PLEDGE OF PLEDGED REVENUES. The City hereby covenants and agrees that the Pledged Revenues are hereby irrevocably pledged to the payment and security of

the Parity Obligations including the establishment and maintenance of the special funds created, established and maintained for the payment and security thereof, all as hereinafter provided; and it is hereby ordained that the Parity Obligations, and the interest thereon, shall constitute a lien on and pledge of the Pledged Revenues and be valid and binding without any physical delivery thereof or further act by the City, and the lien created hereby on the Pledged Revenues for the payment and security of the Parity Obligations, including the establishment and maintenance of the special funds created, established and maintained for the payment and security thereof, shall be superior to the lien on and pledge of the Pledged Revenues securing payment of any Subordinate Lien Obligations hereafter issued by the City.

Section 8. **SPECIAL FUNDS.** The City confirms the establishment and maintenance on the books of the City, so long as any of the Parity Obligations are outstanding and unpaid, of the below limited Special Funds:

(a) City of Georgetown, Texas Utility System Revenue Fund, hereinafter called the "Revenue Fund."

(b) City of Georgetown, Texas Utility System Revenue Bonds Interest and Sinking Fund, hereinafter called the "Interest and Sinking Fund."

Though all of such funds may be subaccounts of the City's General Fund held by the City's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such Funds or of such Funds and the City shall keep full and complete records indicating the monies and investments credited to each of such Funds.

Section 9. **REVENUE FUND**. The City hereby covenants, agrees and establishes that the Gross Revenues shall be deposited and credited to the Revenue Fund immediately as collected and received. All Maintenance and Operating Expenses are and shall be paid from such Gross Revenues as a first charge against same.

Section 10. **FLOW OF FUNDS**. All Gross Revenues deposited and credited to the Revenue Fund shall be pledged and appropriated to the extent required for the following uses and in the order of priority shown:

FIRST: to the payment of all necessary and reasonable Maintenance and Operating Expenses as defined herein or required by statute, including, but not limited to, Chapter 1502, Texas Government Code, as amended, to be a first charge on and claim against the Gross Revenues, including a two (2)-month reserve amount based upon the budgeted amount of Maintenance and Operating Expenses for the current Fiscal Year, which amount shall be retained in the Revenue Fund.

SECOND: to the payment of the amounts required to be deposited and credited to the Interest and Sinking Fund created and established for the payment of the Bonds, the Previously Issued Parity Obligations and any Additional Parity Obligations issued by the City as the same become due and payable.

THIRD: pro rata to the payment of the amounts required to be deposited and credited (i) to the Series 2026C Reserve Fund created and established to maintain the Required Reserve Amount in accordance with the provisions of this Ordinance, including amounts owed with respect to any Reserve Fund Obligation to restore the Required Reserve Amount and (ii) to each other reserve fund created and established to maintain a reserve in accordance with the provisions of the ordinances relating to the issuance of any Outstanding Previously Issued Parity Obligations and Additional Parity Obligations hereafter issued by the City.

FOURTH: to the payment of Subordinate Lien Obligations.

FIFTH: to the payment of the amounts required for any lawful purpose.

Section 11. INTEREST AND SINKING FUND. For purposes of providing funds to pay the principal of, premium, if any, and interest on the Parity Obligations as the same become due and payable, including any mandatory sinking fund redemption payments, the City agrees that it shall maintain the Interest and Sinking Fund. The City covenants to deposit and credit to the Interest and Sinking Fund prior to each principal, interest payment or redemption date from the available Pledged Revenues an amount equal to one hundred percent (100%) of the amount required to fully pay the interest on and the principal of the Parity Obligations then falling due and payable. The City shall make such deposits and credits to pay maturing principal, accrued interest, and mandatory sinking fund redemptions on the Parity Obligations in substantially equal semi-annual installments on or before each February 15 and August 15.

The required semi-annual deposits and credits to the Interest and Sinking Fund shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in and credited to the Interest and Sinking Fund, the Series 2026C Reserve Fund (excluding any Reserve Fund Obligation) and each other reserve fund created and established to maintain a reserve in accordance with the provisions of the ordinances relating to the issuance of any other then Outstanding Parity Obligations (excluding any reserve fund obligation authorized pursuant to such ordinances) is equal to the amount required to fully pay and discharge all Outstanding Parity Obligations (principal, premium, if any, and interest) or (ii) the Parity Obligations are no longer outstanding.

Accrued interest and capitalized interest, if any, received from the purchaser of any Parity Obligation shall be taken into consideration and reduce the amount of the semi-annual deposits and credits hereinabove required into the Interest and Sinking Fund.

Section 12. SERIES 2026C RESERVE FUND. (a) To accumulate and maintain a reserve for the payment of the Bonds equal to the Average Annual Debt Service Requirements of the Bonds (calculated by the City at the beginning of each Fiscal Year) (the "Required Reserve Amount"), the Series 2026C Reserve Fund is hereby established and shall be maintained by the City. Earnings and income derived from the investment of amounts held for the credit of the Series 2026C Reserve Fund shall be retained in the Series 2026C Reserve Fund until the Series 2026C Reserve Fund contains the Required Reserve Amount; thereafter, such earnings and income shall be deposited to the credit of the Revenue Fund. As provided in Section 10, the City shall deposit and credit to the Series 2026C Reserve Fund amounts required to maintain the balance in the Series

2026C Reserve Fund in an amount equal to the Required Reserve Amount. There shall be deposited into the Series 2026C Reserve Fund any Reserve Fund Obligations so designated by the City. All funds, investments and Reserve Fund Obligations on deposit and credited to the Series 2026C Reserve Fund shall be used solely for (i) the payment of the principal of and interest on the Bonds, when and to the extent other funds available for such purposes are insufficient, (ii) to make Reserve Fund Obligation Payments and (iii) to retire the last Stated Maturity or Stated Maturities of or interest on the Bonds.

(b) When and for so long as the cash, investments and Reserve Fund Obligations in the Series 2026C Reserve Fund equal the Required Reserve Amount, no deposits need be made to the credit of the Series 2026C Reserve Fund; but, if and when the Series 2026C Reserve Fund at any time contains less than the Required Reserve Amount, the City covenants and agrees that the City shall cure the deficiency in the Series 2026C Reserve Fund by resuming the Required Reserve Fund Deposits to such Fund from the Pledged Revenues in accordance with Section 10 by monthly deposits and credits in amounts equal to not less than 1/60th of the Required Reserve Amount with any such deficiency payments being made on or before each February 15 and August 15 until the Required Reserve Amount has been fully restored; provided, however, that no such deposits shall be made into the Series 2026C Reserve Fund during any six month period beginning on February 15 and August 15 until there has been deposited into the Interest and Sinking Fund the full amount required to be deposited therein by the next following February 15 and August 15, as the case may be. In addition, in the event that a portion of the Required Reserve Amount is represented by a Reserve Fund Obligation, the Required Reserve Amount shall be restored as soon as possible from monthly deposits of Pledged Revenues on deposit in the Revenue Fund in accordance with Section 10, but subject to making the full deposits and credits to the Interest and Sinking Fund required to be made by the next following February 15 and August 15, as the case may be. The City further covenants and agrees that, subject only to the prior deposits and credits to be made to the Interest and Sinking Fund, the Pledged Revenues shall be applied and appropriated and used to establish and maintain the Required Reserve Amount, including by paying Reserve Fund Obligation Payments when due, and any reserve established for the benefit of any issue or series of Additional Parity Obligations and to cure any deficiency in such amounts as required by the terms of this Ordinance and any other ordinance pertaining to the issuance of Additional Parity Obligations.

During such time as the Series 2026C Reserve Fund contains the Required Reserve Amount or any cash is replaced with a Reserve Fund Obligation pursuant to subsection (c) below, the City may, at its option, withdraw all surplus funds in the Series 2026C Reserve Fund and deposit such surplus in the Interest and Sinking Fund or otherwise use such amount in any manner permitted by law.

(c) A Reserve Fund Obligation issued in an amount equal to all or part of the Required Reserve Amount for the Bonds may be used in lieu of depositing cash into the Series 2026C Reserve Fund. In addition, a Reserve Fund Obligation may be substituted for monies and investments in the Series 2026C Reserve Fund if the substitution of the Reserve Fund Obligation will not, in and of itself, cause any ratings then assigned to the Bonds by any Rating Agency to be lowered and the ordinance authorizing the substitution of the Reserve Fund Obligation for all or part of the Required Reserve Amount contains a finding that such substitution is cost effective.

(d) Pursuant to the authorization to issue Additional Parity Obligations in the ordinances authorizing the Outstanding Previously Issued Parity Obligations, the Series 2026C Reserve Fund created pursuant to this Ordinance is created and established as a reserve fund securing only the Bonds separate and apart from any other reserve fund securing other Parity Obligations, and the amounts once deposited or credited to the Series 2026C Reserve Fund shall no longer constitute Net Revenues and shall be held solely for the benefit of the Holders of the Bonds. Debt service on the Bonds shall not be included in the calculation of the requirements for any other debt service reserve fund created for another series or group of issues or series of Parity Obligations.

(e) A Reserve Fund Obligation permitted under (a) above, must be in the form of a surety bond or insurance policy meeting the requirements described below.

(1) (i) A surety bond or insurance policy issued to a paying agent/registrar for the Bonds, as agent of the Holders, by a company licensed to issue an insurance policy guaranteeing the timely payment of debt service on the Bonds (a "municipal bond insurer") if the claims paying ability of the issuer thereof shall be rated "AAA" or "Aaa", respectively, by S&P or Moody's, or (ii) a surety bond or insurance policy issued to a paying agent/registrar for the Bonds, as agent of the Holders, by an entity other than a municipal bond insurer, if the form and substance of such instrument and the issuer thereof shall be approved in writing by each Bond Insurer of record.

(2) The obligation to reimburse the issuer of a Reserve Fund Obligation for any claims or draws upon such Reserve Fund Obligation in accordance with its terms, including expenses incurred in connection with such claims or draws, to the extent permitted by law, (a Reserve Fund Obligation Payment) shall be made from the deposits made to the Series 2026C Reserve Fund as provided in this Section and in Section 10. The Reserve Fund Obligation shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the issuer of the Reserve Fund Obligation to reimbursement will be subordinated to the cash replenishment of the Series 2026C Reserve Fund to an amount equal to the difference between the full original amount available under the Reserve Fund Obligation and the amount then available for further draws or claims. In the event (a) the issuer of a Reserve Fund Obligation becomes insolvent, or (b) the issuer of a Reserve Fund Obligation defaults in its payment obligations thereunder, or (c) the claims paying ability of the issuer of the insurance policy or surety bond falls below "AAA" or "Aaa," by S&P and Moody's, respectively, the obligation to reimburse the issuer of the Reserve Fund Obligation shall be subordinated to the cash replenishment of the Series 2026C Reserve Fund.

(3) In the event (a) the revolving reinstatement feature described in the preceding paragraph is suspended or terminated, or (b) the rating of the claims paying ability of the issuer of the surety bond or insurance policy falls below "AAA" or "Aaa," by S&P and Moody's, respectively, the City shall either (i) deposit into the Series 2026C Reserve Fund, in accordance with this Section and Section 10, an amount sufficient to cause the cash or investments credited to the Series 2026C Reserve Fund to accumulate to the Required Reserve Amount, or (ii) replace such instrument with a surety bond or insurance policy

meeting the requirements of 1 and 2 above, within six months of such occurrence. In the event (a) the rating of the claims-paying ability of the issuer of the surety bond or insurance policy falls below "A" by S&P and Moody's, or (b) the issuer of the Reserve Fund Obligation defaults in its payment obligations hereunder, or (c) the issuer of the Reserve Fund Obligation becomes insolvent, the City shall either (i) deposit into the Series 2026C Reserve Fund, in accordance with this Section, amounts sufficient to cause the cash or investments on deposit in the Series 2026C Reserve Fund to accumulate to the Required Reserve Amount, or (ii) replace such instrument with a surety bond or insurance policy meeting the requirements of 1 and 2 above within six months of such occurrence.

(4) The Paying Agent/Registrar shall ascertain the necessity for a claim or draw upon any Reserve Fund Obligation and provide notice to the issuer of the Reserve Fund Obligation in accordance with its terms not later than three days (or such appropriate time period as will, when combined with the timing of required payment under the Reserve Fund Obligation, ensure payment under the Reserve Fund Obligation on or before the interest payment date) prior to each date upon which the principal of or interest on the Bonds will be due.

It is recognized that a Reserve Fund Obligation may be issued which is payable only with respect to a part of the Bonds with the remainder of the Required Reserve Amount being satisfied by monies and investments and in that case any draws upon the Series 2026C Reserve Fund will have to be made on a pro-rata basis to ensure that every Parity Obligation enjoys an equal amount of security. Therefore, (i) draws upon one or more such Reserve Fund Obligations shall be made on a pro-rata basis with cash and investments available in the Series 2026C Reserve Fund and (ii) deposits and credits to the Series 2026C Reserve Fund to restore it to the Required Reserve Amount shall be utilized on a pro-rata basis to pay Reserve Fund Obligation Payments to reimburse the issuers of the Reserve Fund Obligations, thus restoring that part of the Required Reserve Amount, and to restore with cash and investments the balance of the Required Reserve Amount.

Section 13. EXCESS BOND PROCEEDS. Any proceeds of Parity Obligations not required to effectuate the purposes for which such Parity Obligations were issued, as provided in the respective ordinances authorizing the issuance of such Parity Obligations, or for the payment of the costs of issuance of such Parity Obligations shall be deposited and credited to the Interest and Sinking Fund and shall be taken into consideration and shall reduce the amount of semi-annual deposits and credits to the Interest and Sinking Fund from the Pledged Revenues or used to redeem or purchase the Parity Obligations from which such excess proceeds are related.

Section 14. DEFICIENCIES - EXCESS PLEDGED OR NET REVENUES. (a) If on any occasion there shall not be sufficient Pledged Revenues (after making all payments pertaining to all Parity Obligations) to make the required deposits and credits to the Interest and Sinking Fund, the Series 2026C Reserve Fund and each other reserve fund created and established to maintain a reserve in accordance with the provisions of the ordinances relating to the issuance of any other then Outstanding Parity Obligations, then such deficiency shall be cured as soon as possible from the next available unallocated Pledged Revenues, or from any other sources available for such purpose, and such deposits and credits shall be in addition to the amounts otherwise required to be deposited and credited to these Funds.

(b) Subject to making the deposits and credits required by this Ordinance, or any ordinances authorizing the issuance of Additional Parity Obligations, or the payments and credits required by the provisions of the ordinances authorizing the issuance of Subordinate Lien Obligations hereafter issued by the City, the excess Net Revenues may be used for any lawful purpose.

Section 15. INVESTMENT OF FUNDS - VALUATION - TRANSFER OF INVESTMENT INCOME. (a) Money in the Revenue Fund, the Interest and Sinking Fund and the Series 2026C Reserve Fund may, at the option of the City, be invested in Permitted Investments; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any fund will be available at the proper time or times. All such investments shall be valued in terms of current market value no less frequently than the last business day of the City's Fiscal Year, except that any direct obligations of the United States of America - State and Local Government Series shall be continuously valued at their par value or principal face amount. Any obligation in which money is so invested shall be kept and held at the Depository, except as otherwise permitted by the laws applicable to the City. For purposes of maximizing investment returns, money in such funds may be invested, together with money in other funds or with other money of the City, in common investments of the kind described above, or in a common pool of such investments held by the City or its designated agent, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such fund are held by or on behalf of each such fund. If necessary, such investments shall be promptly sold to prevent any default.

(b) All interest and income derived from such investments (other than interest and income derived from amounts credited to the Series 2026C Reserve Fund if the Series 2026C Reserve Fund does not contain the Required Reserve Amount) shall be credited to the Revenue Fund semi-annually and shall constitute Gross Revenues.

Section 16. PAYMENT OF PARITY OBLIGATIONS. While any of the Parity Obligations are outstanding, the City shall transfer to the respective paying agent/registrar therefor, from funds on deposit in and credited to the Interest and Sinking Fund, and, if necessary, in the Series 2026C Reserve Fund and each other reserve fund created and established to maintain a reserve in accordance with the provisions of the ordinances relating to the issuance of any other then Outstanding Parity Obligations, amounts sufficient to fully pay and discharge promptly the interest on and principal of the Parity Obligations as shall become due on each interest or principal payment date, or date of redemption of the Parity Obligations; such transfer of funds must be made in such manner as will cause immediately available funds to be deposited with each respective paying agent/registrar for the Parity Obligations not later than the business day next preceding the date such payment is due on the Parity Obligations. The Paying Agent/Registrar shall destroy all paid Parity Obligations for which it serves as paying agent/registrar and furnish the City with an appropriate certificate of cancellation or destruction.

Section 17. RATES AND CHARGES. For the benefit of the Holders of the Parity Obligations and in addition to all provisions and covenants in the laws of the State of Texas and in this Ordinance, the City hereby expressly stipulates and agrees, while any of the Parity Obligations are outstanding, to establish and maintain rates and charges for facilities and services afforded by the System that are reasonably expected, on the basis of available information and experience and with due allowance for contingencies, to produce Gross Revenues in each Fiscal Year reasonably anticipated to be sufficient:

A. to pay Maintenance and Operating Expenses;

B. to produce Pledged Revenues at least equal to the greater of 1.25 times the Average Annual Debt Service Requirements or 1.10 times the Maximum Annual Debt Service Requirements;

C. to produce Pledged Revenues in amounts sufficient to enable the City to make the deposits and credits, if any, from Pledged Revenues (i) to the Series 2026C Reserve Fund to restore the Required Reserve Amount in accordance with Section 12 of this Ordinance, including the payment of any Reserve Fund Obligation Payment then due, and (ii) to other reserve funds to establish or restore the reserve securing any issue or series of then Outstanding Parity Obligations;

D. to produce Pledged Revenues, together with any other lawfully available funds (including the proceeds of Debt which the City expects will be utilized to pay all or part of the principal of and/or interest on any obligations described in this subsection D), sufficient to pay the principal of and interest on any Subordinate Lien Obligations issued by the City and the amounts required to be deposited in any reserve or contingency fund created for the payment and security of the Subordinate Lien Obligations and any other obligations or evidences of indebtedness issued or incurred that are payable from, in whole or in part, a subordinate lien on and pledge of the Pledged Revenues; and

E. to pay any other Debt payable from the Pledged Revenues and/or secured by a lien on the Pledged Revenues.

Should the annual audit report required by Section 19 hereof reflect that the Pledged Revenues for the Fiscal Year covered thereby were less than necessary to meet the requirements of this Section, the City Council will review the operations of the System and the rates and charges for services provided, and the City Council will make the necessary adjustments or revisions, if any, in order that the Pledged Revenues for the succeeding year will be sufficient to satisfy the foregoing coverage requirements.

Section 18. GENERAL COVENANTS. The City further covenants and agrees that in accordance with and to the extent required or permitted by law:

(a) Performance. It will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in any ordinance authorizing the issuance of Parity Obligations, including this Ordinance, and in each and every Parity Obligation; it will promptly pay or cause to be paid the principal of and interest on every Parity Obligation on the dates and in

the places and manner prescribed in such ordinances and obligations; and it will, at the times and in the manner prescribed, deposit and credit or cause to be deposited and credited the amounts required to be deposited and credited to the Interest and Sinking Fund, the Series 2026C Reserve Fund and each other reserve fund created and established to maintain a reserve in accordance with the provisions of the ordinances relating to the issuance of any other then Outstanding Parity Obligations.

(b) City's Legal Authority. It is a duly created and existing home rule city of the State of Texas, and is duly authorized under the laws of the State of Texas to create and issue the Bonds; that all action on its part for the creation and issuance of the Bonds has been duly and effectively taken, and that the Bonds in the hands of the Holders thereof are and will be valid and enforceable special obligations of the City in accordance with their terms.

(c) Title. It has or will obtain lawful title to the lands, buildings, structures and facilities constituting the System, that it warrants that it will defend the title to all the aforesaid lands, buildings, structures and facilities, and every part thereof, for the benefit of the Holders of the Bonds, the Previously Issued Parity Obligations and Additional Parity Obligations, against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Pledged Revenues to the payment of the Bonds, the Previously Issued Parity Obligations and Additional Parity Obligations in the manner prescribed herein, and has lawfully exercised such rights.

(d) Liens. It will from time to time and before the same become delinquent pay and discharge all taxes, assessments and governmental charges, if any, which shall be lawfully imposed upon it, or the System; it will pay all lawful claims for rents, royalties, labor, materials and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and it will not create or suffer to be created any mechanic's, laborer's, materialman's or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the City.

(e) Operation of System; No Free Service. It will, while the Parity Obligations are outstanding and unpaid, continuously and efficiently operate the System, and shall maintain the System in good condition, repair and working order, all at reasonable cost. No free service of the System shall be allowed, and should the City or any of its agencies or instrumentalities make use of the services and facilities of the System, payment of the reasonable value shall be made by the City out of funds from sources other than the Gross Revenues of the System, unless made from surplus or excess Pledged Revenues as permitted in Section 14.

(f) Further Encumbrance. While the Parity Obligations are outstanding and unpaid, it will not additionally encumber the Pledged Revenues in any manner, except as permitted in this Ordinance in connection with Additional Parity Obligations, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants and agreements of this

Ordinance; but the right of the City to issue or incur obligations payable from a subordinate lien on the Pledged Revenues is specifically recognized and retained.

(g) Sale or Disposal of Property. While the Parity Obligations are outstanding and unpaid, it will not sell, convey, mortgage, encumber, lease or in any manner transfer title to, or otherwise dispose of the System, or any significant or substantial part thereof; provided that whenever the City deems it necessary to dispose of any other property, machinery, fixtures or equipment, it may sell or otherwise dispose of such property, machinery, fixtures or equipment when it has made arrangements to replace the same or provide substitutes therefor, unless it is determined that no such replacement or substitute is necessary; and, provided further, that the City retains the right to sell, convey, mortgage, encumber, lease or otherwise dispose of any significant or substantial part of the System if (i) the City Manager delivers a certificate to the City Council to the effect that, following such action by the City, the System is expected to produce Gross Revenues in amounts sufficient in each Fiscal Year while any of the Parity Obligations are to be outstanding to comply with the obligations of the City contained in this Ordinance and in the ordinances authorizing the issuance of Additional Parity Obligations; (ii) the City Council makes a finding and determination to the same effect as the certificate of the City Manager set forth in (i) above and (iii) each Rating Agency then maintaining a rating on any Parity Obligation delivers a letter to the City to the effect that such sale, conveyance, mortgage, encumbrance, lease or other disposition will not cause the Rating Agency to withdraw or lower the rating then in effect. Proceeds from any sale hereunder not used to replace or provide for substitution of such property sold, shall be used for improvements to the System or to purchase or redeem Parity Obligations.

(h) Insurance. (1) It shall cause to be insured such parts of the System as would usually be insured by municipal corporations operating like properties, with a responsible insurance company or companies, against risks, accidents or casualties against which and to the extent insurance is usually carried by municipal corporations operating like properties, including, to the extent reasonably obtainable, fire and extended coverage insurance, insurance against damage by floods, and use and occupancy insurance. Public liability and property damage insurance shall also be carried unless the City Attorney of the City gives a written opinion to the effect that the City is not liable for claims which would be protected by such insurance. At any time while any contractor engaged in construction work shall be fully responsible therefor, the City shall not be required to carry insurance on the work being constructed if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the Holders and their representatives at all reasonable times. Upon the happening of any loss or damage covered by insurance from one or more of said causes, the City shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the City. The proceeds of insurance covering such property are hereby pledged as security for the Parity Obligations and, together with any other funds necessary and available for such purpose, shall be used forthwith by the City for repairing the property damaged or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then said insurance proceeds pertaining to the System shall be used promptly as follows:

(i) for the redemption prior to maturity of the Parity Obligations, ratably in the proportion that the Outstanding principal of each series of Parity Obligations bears to the total Outstanding principal of all Parity Obligations, provided that if on any such occasion

the principal of any such series is not subject to redemption, it shall not be regarded as Outstanding in making the foregoing computation; or

(ii) if none of the Outstanding Parity Obligations is subject to redemption, then for the purchase on the open market and retirement of said Parity Obligations in the same proportion as prescribed in the foregoing clause (i), to the extent practicable; provided that the purchase price for any Parity Obligation shall not exceed the redemption price of such Parity Obligation on the first date upon which it becomes subject to redemption; or

(iii) to the extent that the foregoing clauses (i) and (ii) cannot be complied with at the time, the insurance proceeds, or the remainder thereof, shall be deposited in a special and separate trust fund, at an official depository of the City, to be designated the Insurance Account. The Insurance Account shall be held until such time as the foregoing clauses (i) and/or (ii) can be complied with, or until other funds become available which, together with the Insurance Account, will be sufficient to make the repairs or replacements originally required, whichever of said events occurs first.

(2) The foregoing provisions of (1) above notwithstanding, the City shall have authority to enter into coinsurance or similar plans where risk of loss is shared in whole or in part by the City.

(3) The annual audit hereinafter required shall contain a section commenting on whether or not the City has complied with the requirements of this Section with respect to the maintenance of insurance, and listing all policies carried, and whether or not all insurance premiums upon the insurance policies to which reference is hereinbefore made have been paid.

(4) The payment of premiums for all insurance policies required under the provisions hereof and the costs associated with the maintenance of any self-insurance program shall be considered Maintenance and Operating Expenses. Nothing in this Ordinance shall be construed as requiring the City to expend any funds which are derived from sources other than the operation of the System, but nothing herein shall be construed as preventing the City from doing so.

(i) Governmental Agencies. It will comply with all of the terms and conditions of any and all franchises, permits and authorizations applicable to or necessary with respect to the System, and which have been obtained from any governmental agency; and the City has or will obtain and keep in full force and effect all franchises, permits, authorization and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation and maintenance of the System.

(j) No Competition. It will not grant any franchise or permit for the acquisition, construction or operation of any competing facilities which might be used as a substitute for the System's facilities and, to the extent that it legally may, the City will prohibit any such competing facilities. Notwithstanding the foregoing, the City retains the right, however, to "opt in" to electric

competition in accordance with State law if "opting in" will not materially adversely impact the Net Revenues of the System as evidenced by a certification of the City Manager.

(k) Disaggregation of System. The City retains the right to disaggregate the System into one or more independent resulting systems if (i) the City Manager delivers a certificate to the City Council to the effect that, following such action by the City, the remaining System is expected to produce Gross Revenues in amounts sufficient in each Fiscal Year while any of the Parity Obligations are to be outstanding to comply with the obligations of the City contained in this Ordinance and in the ordinances authorizing the Previously Issued Parity Obligations and the issuance of Additional Parity Obligations; (ii) the City Council makes a finding and determination to the same effect as the certificate of the City Manager set forth in (i) above and (iii) each Rating Agency then maintaining a rating on any Parity Obligation delivers a letter to the City to the effect that such disaggregation will not cause the Rating Agency to withdraw or lower the rating then in effect on the Outstanding Parity Obligations.

Section 19. RECORDS AND ACCOUNTS - ANNUAL AUDIT. The City covenants and agrees that so long as any of the Parity Obligations remain Outstanding, the City will keep and maintain a separate and complete system of records and accounts pertaining to the operations of the System in which full, complete, true, proper, and correct entries shall be made of all dealings, transactions, business and affairs relating thereto, or which in any way affect or pertain to the System or the Gross Revenues or the Net Revenues thereof, as provided by generally accepted accounting principles, consistently applied, and by Sections 1502.067 and 1502.068, Texas Government Code, as amended, or other applicable law. The Holders of the Parity Obligations or any duly authorized agent or agents of such Holders shall have the right to inspect the System and all properties comprising the same. The City further agrees that, following the close of each Fiscal Year, the City will cause an audit report of such records and accounts to be made by an Accountant. Copies of each annual audit shall be made available for public inspection during normal business hours at the City's principal office and the City Secretary's office and may be furnished to, upon written request, any Holder of Parity Obligations upon payment of the reasonable copying and mailing charges. Expenses incurred in making the annual audit of the operations of the System shall be considered as Maintenance and Operating Expenses.

Section 20. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly,

secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bonds or refunding bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the rules and regulations of the United States Department of the Treasury ("Treasury Regulations"), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds

in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;

(10) to establish reasonable expectations to prevent using the proceeds of the Bonds in contravention of the requirements of section 149(g) of the Code (relating to hedge bonds);

(11) to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the applicable Treasury Regulations promulgated thereunder; and

(12) the City will not acquire any of the TWDB's source series bonds in an amount related to the amount of Bonds acquired by the TWDB.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the owners of the Bonds. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any). It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager, the Assistant City Manager or the Chief Financial Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 2 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the City may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 21. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2026, financial information and operating data with respect to the City to the extent that such is customarily prepared by the City with respect to its Parity Obligations and is publicly available, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described the notes to the financial statements filed with the Texas Water Development Board as part of the City's application to the Texas Water Development Board, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements

and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will file notice of the change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(b) Event Notices. The City shall file notice of any of the following events with respect to the Bonds with the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of holders of the Bonds, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City makes no representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF

ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (i) such provisions as so amended and (ii) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(d) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 22. ISSUANCE OF ADDITIONAL PARITY OBLIGATIONS. (a) The City shall have the right and power at any time and from time to time and in one or more series or issues, to authorize, issue and deliver additional parity revenue bonds or other obligations (herein

called "Additional Parity Obligations"), in accordance with law, in any amounts, for purposes of extending, improving or repairing the System or for the purpose of refunding of any Parity Obligations, Subordinate Lien Obligations or other obligations of the City incurred in connection with the ownership or operation of the System. Such Additional Parity Obligations, if and when authorized, issued and delivered in accordance with this Ordinance, shall be secured by and made payable equally and ratably on a parity with all other Outstanding Parity Obligations, from the lien on and pledge of the Pledged Revenues herein granted.

(b) The Interest and Sinking Fund shall secure and be used to pay all Parity Obligations. Each ordinance under which Additional Parity Obligations are issued shall provide and require that, in addition to the amounts required by the provisions of this Ordinance and the provisions of any other ordinance or ordinances authorizing the Previously Issued Parity Obligations and Additional Parity Obligations to be deposited to the credit of the Interest and Sinking Fund, the City shall deposit to the credit of the Interest and Sinking Fund at least such amounts as are required for the payment of all principal of and interest on said Additional Parity Obligations then being issued, as the same come due.

(c) The City may create and establish a reserve fund pursuant to the provisions of any ordinance authorizing the issuance of Additional Parity Obligations for the purpose of securing that particular issue or series of Parity Obligations or any specific group of issues or series of Parity Obligations and the amounts once deposited or credited to said reserve funds shall no longer constitute Net Revenues and shall be held solely for the benefit of the Holders of the particular Parity Obligations for which such reserve fund was established. Each such reserve fund shall be designated in such manner as is necessary to identify the Parity Obligations it secures and to distinguish such reserve fund from the Series 2026C Reserve Fund and the reserve funds created for the benefit of other Parity Obligations.

Section 23. FURTHER REQUIREMENTS FOR ADDITIONAL PARITY OBLIGATIONS. That Additional Parity Obligations shall be issued only in accordance with this Ordinance, but notwithstanding any provisions of this Ordinance to the contrary, no installment, Series or issue of Additional Parity Obligations shall be issued or delivered unless:

(a) The City Manager and the City Secretary of the City sign a written certificate to the effect that the City is not in default as to any covenant, condition or obligation in connection with all Outstanding Parity Obligations, and the ordinances authorizing same, and that the Interest and Sinking Fund, the Series 2026C Reserve Fund and any reserve fund securing any other series or issue of Parity Obligations each contains the amount then required to be therein.

(b) An Accountant signs and delivers to the City a written certificate to the effect that, during either the next preceding Fiscal Year, or any twelve consecutive calendar month period ending not more than ninety days prior to the date of the then proposed Additional Parity Obligations, the Net Earnings were, in the opinion thereof, at least equal to the sum of 1.25 times the Average Annual Debt Service Requirements (computed on a Fiscal Year basis), including Amortization Installments, of the Parity Obligations and the Additional Parity Obligations to be outstanding after the issuance of the then proposed Additional Parity Obligations and 1.10 times the average annual debt service requirement (computed in the same manner as for Parity

Obligations) of the Subordinate Lien Obligations to be outstanding after the issuance of the then proposed Additional Parity Obligations.

(c) In making a determination of Net Earnings for any of the purposes described in this Section, the Accountant may take into consideration a change in the rates and charges for services and facilities afforded by the System that became effective at least 60 days prior to the last day of the period for which Net Earnings are determined and, for purposes of satisfying the Net Earnings tests described above, make a pro forma determination of the Net Earnings of the System for the period of time covered by said Accountant's certification or opinion based on such change in rates and charges being in effect for the entire period covered by said Accountant's certificate or opinion.

As used in this Section, the term "Net Earnings" shall mean the Gross Revenues of the System after deducting the Maintenance and Operating Expenses of the System but not expenditures which, under standard accounting practice, should be charged to capital expenditures.

Section 24. ISSUANCE OF SUBORDINATE LIEN OBLIGATIONS. The City hereby reserves the right to issue, at any time, obligations including, but not limited to, Subordinate Lien Obligations, payable from and equally and ratably secured, in whole or in part, by a lien on and pledge of the Net Revenues, subordinate and inferior in rank and dignity to the lien on and pledge of such Net Revenues securing the payment of the Parity Obligations, as may be authorized by the laws of the State of Texas.

Section 25. ISSUANCE OF SPECIAL PROJECT OBLIGATIONS. Nothing in this Ordinance shall be construed to deny the City the right and it shall retain, and hereby reserves unto itself, the right to issue Special Project obligations secured by liens on and pledges of revenues and proceeds derived from Special Projects.

Section 26. LIMITED OBLIGATIONS OF THE CITY. The Parity Obligations are limited, special obligations of the City payable from and equally and ratably secured solely by a first lien on and pledge of the Pledged Revenues, and the Holders thereof shall never have the right to demand payment of the principal or interest on the Parity Obligations from any funds raised or to be raised through taxation by the City.

Section 27. SECURITY FOR FUNDS. All money on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

Section 28. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(iii) Upon the happening of any Event of Default, then and in every case the Purchaser, acting as a Registered Owner of the Bonds, may exercise all remedies available to it in law or equity, and any provision of this Ordinance or the Bonds that restricts or limits the Purchaser's full exercise of such remedies shall be of no force and effect.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 29. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the Pledged Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities and thereafter the City will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bond, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the

particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

(f) In the event that the City establishes a defeasance escrow for the Bonds in accordance with this Section for Bonds held by the TWDB, written notice thereof shall be promptly given to the TWDB.

Section 30. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the City may

authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter D of Chapter 1201, Texas Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 5(a) of this Ordinance for Bonds issued in exchange for other Bonds.

Section 31. AMENDMENT OF ORDINANCE. (a) The Bond Insurer, if any, and the Holders of the Parity Obligations aggregating a majority in principal amount of the aggregate principal amount of then Outstanding Parity Obligations shall have the right from time to time to approve any amendment to this Ordinance which may be deemed necessary or desirable by the City, provided, however, that without the consent of the Bond Insurer and the Holders of all of the effected Parity Obligations at the time outstanding, nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in this Ordinance or in the Parity Obligations so as to:

(1) Make any change in the maturity of the Outstanding Parity Obligations;

(2) Reduce the rate of interest borne by any of the Outstanding Parity Obligations;

(3) Reduce the amount of the principal payable on the Outstanding Parity Obligations;

(4) Modify the terms of payment of principal of or interest on the Outstanding Parity Obligations or impose any conditions with respect to such payment;

(5) Affect the rights of the Holders of less than all of the Parity Obligations then Outstanding;

(6) Change the minimum percentage of the principal amount of Parity Obligations necessary for consent to such amendment.

(b) If at any time the City shall desire to amend this Ordinance under this Section, the City shall cause notice of the proposed amendment to be delivered to the Bond Insurer and published in a financial newspaper or journal of general circulation in The City of New York, New York, once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file for inspection by all Holders of Parity Obligations at the designated trust office of the registrar for such Parity Obligations. Such publication is not required, however, if notice in writing is given to each Holder of the Parity Obligations.

(c) Whenever at any time not less than thirty days, and within one year, from the date of the first publication of said notice or other service of written notice the City shall receive an instrument or instruments executed by the Holders of at least a majority in aggregate principal amount of all Parity Obligations then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file with the Paying Agent/Registrar, the City Council may pass the amendatory ordinance in substantially the same form.

(d) Upon the passage of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be amended in accordance with such amendatory ordinance, and the respective rights, duties and obligations under this Ordinance of the City and all the Holders of then outstanding Parity Obligations shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such amendments.

(e) Any consent given by the registered owner of a Parity Obligation pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Section and shall be conclusive and binding upon all future Holders of the same Parity Obligation during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the Holder who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent and the City, but such revocation shall not be effective if the Holders of at least a majority in aggregate principal amount of the then outstanding Parity Obligations as in this Section defined have, prior to the attempted revocation, consented to and approve the amendment.

(f) For the purpose of this Section, the fact of the holding of Parity Obligations issued in registered form without coupons and the amounts and numbers of such Parity Obligations and the date of their holding same shall be proved by the Security Register of the paying agent/registrar for such Parity Obligations. For purposes of this Section, the holder of a Parity Obligation in such registered form shall be the owner thereof as shown on such Security Register. The City may conclusively assume that such ownership continues until written notice to the contrary is served upon the City.

(g) The foregoing provisions of this Section notwithstanding, the City by action of the City Council may amend this Ordinance for any one or more of the following purposes:

(1) To add to the covenants and agreements of the City in this Ordinance contained, other covenants and agreements thereafter to be observed, grant additional rights or remedies to bondholders or to surrender, restrict or limit any right or power herein reserved to or conferred upon the City;

(2) To make such provisions for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained in this Ordinance, or in regard to clarifying matters or questions arising under this Ordinance, as are necessary or desirable and not contrary to or inconsistent with this Ordinance and which shall not adversely affect the interests of the Holders of the Parity Obligations;

(3) To make any changes or amendments requested by any Rating Agency, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the City, materially adversely affect the interests of the owners of the outstanding Parity Obligations;

(4) To make such changes, modifications or amendments as may be necessary or desirable, which shall not adversely affect the interests of the owners of the outstanding Parity Obligations, in order, to the extent permitted by law, to facilitate the economic and practical utilization of credit agreements with respect to the Parity Obligations including, without limitation, supplementing the definition of "Annual Debt Service Requirements" to address the amortization of payments due and owing under a credit agreement;

(5) To modify any of the provisions of this Ordinance in any other respect whatever, provided that (i) such modification shall be, and be expressed to be, effective only after all Parity Obligations outstanding at the date of the adoption of such modification shall cease to be outstanding, and (ii) such modification shall be specifically referred to in the text of all Additional Parity Obligations issued after the date of the adoption of such modification.

Notice of any such amendment may be published or given by the City in the manner described in subsection (b) of this Section; provided, however, that the publication of such notice shall not constitute a condition precedent to the adoption of such amendatory ordinance and the failure to publish such notice shall not adversely affect the implementation of such amendment as adopted pursuant to such amendatory ordinance.

(h) Notwithstanding any provision of this Section, there shall be no modification of this Ordinance without the written consent of the TWDB (while it is the holder of the Bonds).

Section 32. SALE AND DELIVERY OF BONDS. The Bonds are hereby awarded and sold and shall be delivered to the Texas Water Development Board for cash at a purchase price of par as prescribed in the TWDB's Resolution No. 26-087. In accordance with such resolution, the TWDB will purchase the Bonds, with an amount approved by the Texas Water Development Board to be deposited to the Construction Fund established pursuant to Section 35 hereof upon initial delivery of the Certificates, and the balance of the proceeds to be deposited to the Escrow Account authorized by Section 34 hereof until authorized for transfer to the Construction Fund by the Texas Water Development Board. It is hereby officially found, determined and declared that

the terms of this sale are the most advantageous reasonably obtainable and are in the best interest of the City. The Bonds shall initially be registered in the name of the TWDB.

Section 33. CUSTODY, APPROVAL AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION, BOND INSURANCE AND CUSIP NUMBERS. The Mayor or the Mayor Pro-Tem of the City is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such certificate. The approving legal opinion of the City's Bond Counsel (with an appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary or the Deputy City Secretary of the City), a statement regarding any insurance policy and any assigned CUSIP numbers may, at the option of the City, be printed on or attached to the Bonds issued and delivered under this Ordinance, but such additions or attachments shall not have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds.

All officers of the City are authorized to execute such documents, certificates and receipts as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with any applicable purchase requirements between the City and the Purchaser.

The obligation of the Purchaser to accept delivery of the Bonds is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the City, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the Purchaser. The engagement of such firm as bond counsel to the City in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter, to the extent desired by the City, between the City and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or the City Manager and the Mayor or the City Manager is hereby authorized to execute such engagement letter. Additionally, a closing instruction letter executed by the City Manager or its Chief Financial Officer shall further provide for the fees and expenses to be paid for such bond counsel services.

Section 34. APPROVAL OF ESCROW AGREEMENT, CREATION OF ESCROW ACCOUNT AND PROVATE PLACEMENT MEMORANDUM. (a) The Escrow Agreement by and between the City and at BOKF, NA, Dallas, Texas, as Escrow Agent ("Escrow Agreement") substantially in the form attached hereto as Exhibit "C" is hereby approved and the Mayor or Mayor Pro-Tem is hereby authorized and directed to execute and deliver Escrow Agreement, with such changes as may be approved by the Mayor or Mayor Pro-Tem as necessary.

(b) An "Escrow Account" is hereby authorized to be created pursuant to the Escrow Agreement and proceeds of the Bonds shall be deposited to the Escrow Account and disbursed to the Construction Fund upon the authorized release of moneys from the escrow account in

accordance with the Escrow Agreement. The security for, and the investment of, funds on deposit in the Escrow Account shall be governed by the provisions of the Escrow Agreement

(b) The City hereby approves the Private Placement Memorandum prepared in connection with the sale of the Bonds to the Purchaser.

Section 35. **CONSTRUCTION FUND**. There shall be established by the City a separate fund to be designated the "Series 2026C Utility Bonds Construction Fund" (the "Construction Fund") to be held by the City's depository bank, and upon the delivery of the purchase price for the Bonds, the proceeds from the sale of the Bonds shall be deposited into the Construction Fund to the extent not required by TWDB to be deposited to the Escrow Account. The costs of issuance of the Bonds, which include legal, fiscal and engineering fees, may be paid from the Construction Fund. The costs of the construction of the Project will be paid from this Construction Fund upon direction of the City. All interest and profits from investments made with moneys in the Construction Fund shall remain on deposit in the Construction Fund as a part thereof. After completion of the payment of all costs of the Project, any residue remaining in the Construction Fund shall be applied in accordance with Section 36(a) hereof.

Section 36. **COMPLIANCE WITH THE TEXAS WATER DEVELOPMENT BOARD'S RULES AND REGULATIONS.** The provisions of this Section shall apply so long as the Bonds, or any of them, are owned by the TWDB. The City will comply with all of the requirements contained in the resolution or resolutions adopted by the TWDB with respect to the issuance of the Bonds. In addition, in compliance with the TWDB's State Water Implementation Fund for Texas Loan Program Rules, the City agrees and covenants:

(a) Any loan proceeds from the Bonds that are determined to be surplus proceeds remaining after completion of one or more of the projects described in Section 2 hereof shall be used in a manner approved by the Executive Administrator. The foregoing notwithstanding, it is further provided, however, that any interest earnings on monies on deposit in the Construction Fund which are required to be rebated to the United States of America pursuant to Section 20 hereof in order to prevent the Bonds from being arbitrage bonds shall be transferred to the "Rebate Fund" hereinafter established and shall not be considered as interest earnings for purposes of this subsection.

(b) The City is solely responsible for liability resulting from acts or omissions of the City, its employees, contractors, or agents arising from the sampling, analysis, transport, storage, treatment, recycling and disposition of any contaminated sewage sludge, contaminated sediments or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project, to the extent permitted by law.

(c) The City will purchase the Bonds, acting through the TWDB's designated trustee, and the Bonds shall be registered in the name of Cede & Co. and closed in book-entry form in accordance with 31 TAC Section 363.42(c)(l).

(e) Neither the City nor a related party thereto will acquire any of the TWDB's source series bonds in an amount related to the amount of the Bonds to be acquired from the City by the TWDB.

(f) Payments of principal and interest on the Bonds will be made to the TWDB via wire transfer at no cost to the TWDB.

(g) The City will provide the TWDB with copies of "as built plans" pertaining to the projects financed, in whole or in part, with any funds of the TWDB.

(h) Within 60 days of completion of the construction of the projects financed, in whole or in part, by the loan evidenced by the Bonds, the City will provide a final accounting to the TWDB of the total costs of the projects; any surplus shall be used in a manner as approved by the Executive Administrator.

(i) So long as any Bonds are held by the TWDB, the City will provide to the TWDB's Executive Administrator, within 180 days of the end of the City fiscal year, a copy of each of its annual audited financial statements prepared by a certified public accountant in accordance with generally accepted auditing standards, to be submitted without charge.

(j) The City will maintain the records and accounts described in Section 19 hereof in accordance with generally accepted accounting principles necessary to demonstrate compliance with the TWDB's financial assistance related legal and contractual provisions, in accordance with 31 TAC § 363.42(a)(2)(G).

(k) The City will comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources as well as with any applicable TWDB laws or rules relating to use of the financial assistance.

(l) The City will maintain insurance coverage sufficient to protect the TWDB's interest in the Project.

(m) All proceeds from the sale of the Bonds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

(n) The City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter G and Texas Water Code §17.183.

(o) The City will immediately notify TWDB in writing of any suit against it by the Attorney General of Texas under Texas Government Code§2.103 and Texas Penal Code §1.10(f), related to federal laws regulating firearms, firearm accessories, and firearm ammunition.

(p) The City will not discontinue the rating issued by a nationally-recognized statistical rating agency on the Bonds until the underlying Bonds are retired or no longer held by TWDB.

Section 37. **NO RECOURSE AGAINST CITY OFFICIALS**. No recourse shall be had for the payment of principal of or interest on any Parity Obligations or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Parity Obligations.

Section 38. **FURTHER ACTIONS.** The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Escrow Agreement and the Private Placement Memorandum. In addition, prior to the initial delivery of the Bonds, the Mayor, the City Manager or Assistant City Manager, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Private Placement Memorandum, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of the Bond Insurer or (iii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 39. **INTERPRETATIONS**. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Bonds.

Section 40. **INCONSISTENT PROVISIONS.** All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 41. **INTERESTED PARTIES.** Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the Registered Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants,

stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the Registered Owners of the Bonds.

Section 42. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 43. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 44. EFFECTIVE DATE. This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 45. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of revenues granted by the City under Section 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of revenues granted by the City under Section 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 46. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) $9,500, provided that such fee shall not be less than $750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bonds.

Section 47. ELECTRONIC SIGNATURES. The Mayor or Mayor Pro-Tem and the City Secretary or Assistant City Secretary hereby authorize the use of their electronic signatures in connection with the offering and sale of the Bonds and hereby authorize the City's Financial Advisor, Bond Counsel and City Attorney to use such electronic signatures in connection with the offering and sale of the Bonds.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the first and final reading on the 13th day of October, 2026.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor
City of Georgetown, Texas

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

As used in this Ordinance, the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"*Accountant*" means an independent certified public accountant or accountants or a firm of an independent certified public accountants, in either case, with demonstrated expertise and competence in public accountancy.

"*Additional Parity Obligations*" means bonds, notes, warrants, certificates of obligation, contractual obligations or other Debt which the City reserves the right to issue or enter into, as the case may be, in the future under the terms and conditions provided in Sections 22 and 23 of this Ordinance and which obligations are equally and ratably secured solely by a first lien on and pledge of the Pledged Revenues on a parity with the outstanding Parity Obligations and the Bonds.

"*Amortization Installment*" means, with respect to any Term Bonds of any series of Parity Obligations, the amount of money which is required to be deposited into a mandatory redemption account for retirement of such Term Bonds (whether at maturity or by mandatory redemption and including redemption premium, if any) provided that the total Amortization Installments for such Term Bonds shall be sufficient to provide for retirement of the aggregate principal amount of such Term Bonds.

"*Annual Debt Service Requirements*" means, as of the date of calculation, the principal of and interest on all Parity Obligations coming due at Maturity or Stated Maturity (or that could come due on demand of the owner thereof other than by acceleration or other demand conditioned upon default by the City on such Debt, or be payable in respect of any required purchase of such Debt by the City) in such Fiscal Year, and, for such purposes, any one or more of the following rules shall apply at the election of the City:

(1) Balloon Debt. If the principal (including the accretion of interest resulting from original issue discount or compounding of interest) of any series or issue of Funded Debt due (or payable in respect of any required purchase of such Funded Debt by the City) in any Fiscal Year either is equal to at least 25% of the total principal (including the accretion of interest resulting from original issue discount or compounding of interest) of such Funded Debt or exceeds by more than 50% the greatest amount of principal of such series or issue of Funded Debt due in any preceding or succeeding Fiscal Year (such principal due in such Fiscal Year for such series or issue of Funded Debt being referred to herein and throughout this Ordinance as "Balloon Debt"), the amount of principal of such Balloon Debt taken into account during any Fiscal Year shall be equal to the debt service calculated using the original principal amount of such Balloon Debt amortized over the Term of Issue on a level debt service basis at an assumed interest rate equal to the rate borne by such Balloon Debt on the date of calculation;

(2) Consent Sinking Fund. In the case of Balloon Debt, if a Designated Financial Officer shall deliver to the City a certificate providing for the retirement of (and the instrument creating such Balloon Debt shall permit the retirement of), or for the

accumulation of a sinking fund for (and the instrument creating such Balloon Debt shall permit the accumulation of a sinking fund for), such Balloon Debt according to a fixed schedule stated in such certificate ending on or before the Fiscal Year in which such principal (and premium, if any) is due, then the principal of (and, in the case of retirement, or to the extent provided for by the sinking fund accumulation, the premium, if any, and interest and other debt service charges on) such Balloon Debt shall be computed as if the same were due in accordance with such schedule, provided that this clause (2) shall apply only to Balloon Debt for which the installments previously scheduled have been paid or deposited to the sinking fund established with respect to such Debt on or before the times required by such schedule; and provided further that this clause (2) shall not apply where the City has elected to apply the rule set forth in clause (1) above;

(3) Prepaid Debt. Principal of and interest on Bonds and Additional Parity Obligations, or portions thereof, shall not be included in the computation of the Annual Debt Service Requirements for any Fiscal Year for which such principal or interest are payable from funds on deposit or set aside in trust for the payment thereof at the time of such calculations (including without limitation capitalized interest and accrued interest so deposited or set aside in trust) with a financial institution acting as fiduciary with respect to the payment of such Debt; and

(4) Variable Rate. As to any Parity Obligations that bear interest at a variable interest rate which cannot be ascertained at the time of calculation of the Annual Debt Service Requirement then, at the option of the City, either (A) an interest rate equal to the average rate borne by such Parity Obligations (or by comparable debt in the event that such Parity Obligations has not been outstanding during the preceding 24 months) for any 24 month period ending within 30 days prior to the date of calculation, or (B) an interest rate equal to the 30-year Revenue Bond Index (as most recently published in The Bond Buyer), shall be presumed to apply for all future dates, unless such index is no longer published in The Bond Buyer, in which case an index of revenue bonds with maturities of at least 20 years which is published in a financial newspaper or journal with national circulation may be used for this purpose (if two Series of Parity Obligations which bear interest at variable interest rate, or one or more maturities within a Series, of equal par amounts, are issued simultaneously with inverse floating interest rates providing a composite fixed interest rate for such Parity Obligations taken as a whole, such composite fixed rate shall be used in determining the Annual Debt Service Requirement with respect to such Parity Obligations);

With respect to any calculation of historic data, only those payments actually made in the subject period shall be taken into account in making such calculation and, with respect to prospective calculations, only those payments reasonably expected to be made in the subject period shall be taken into account in making the calculation.

"Average Annual Debt Service Requirements" means that average amount which, at the time of computation, will be required to pay the Annual Debt Service Requirements when due (either at Stated Maturity or mandatory redemption) and derived by dividing the total of such Annual Debt Service Requirements by the number of Fiscal Years then remaining before Stated

Maturity of such Parity Obligations. For the purposes of this definition, a fractional period of a Fiscal Year shall be treated as an entire Fiscal Year. Capitalized interest payments provided from bond proceeds, accrued interest on any Debt, and interest earnings thereon shall be excluded in making such computation.

"Bond Insurer" means any entity that insures or guarantees the payment of principal and interest on any Bonds or the provider of a Reserve Fund Obligation.

"*Bonds*" means, the City of Georgetown, Texas Utility System Revenue Bonds, Series 2026C authorized by this Ordinance.

"Book-Entry-Only System" means the book-entry system of bond registration provided in Section 5, or any successor system of book-entry registration.

"Cede & Co." means the designated nominee and its successors and assigns of The Depository Trust Company, New York.

"*City*" means the City of Georgetown, Texas, and where appropriate, the City Council.

"*City Council"* means the governing body of the City.

"Debt" and *"Debt of the City payable from Pledged Revenues*" mean:

(1) all indebtedness payable from Pledged Revenues and/or Net Revenues incurred or assumed by the City for borrowed money and all other financing obligations of the System payable from Pledged Revenues and/or Net Revenues that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet; and

(2) all other indebtedness payable from Pledged Revenues and/or Net Revenues (other than indebtedness otherwise treated as Debt hereunder) for borrowed money or for the acquisition, construction or improvement of property or capitalized lease obligations pertaining to the System that is guaranteed, directly or indirectly, in any manner by the City, or that is in effect guaranteed, directly or indirectly, by the City through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise.

For the purpose of determining Debt, there shall be excluded any particular Debt if, upon or prior to the Maturity thereof, there shall have been deposited with the proper depository (a) in trust the necessary funds (or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption, or satisfaction of such Debt or (b) evidence of such Debt deposited for cancellation; and thereafter it shall not be considered Debt. No item shall

be considered Debt unless such item constitutes indebtedness under generally accepted accounting principles applied on a basis consistent with the financial statements of the System in prior Fiscal Years.

"*Defeasance Securities*" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"Depository" means one or more official depository banks of the City.

"DTC" means The Depository Trust Company, New York, New York and its successors and assigns.

"DTC Participant" means securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Designated Financial Officer" means the chief financial officer of the City, or such other financial or accounting official of the City so designated by the City Council.

"Executive Administrator" means the Executive Administrator of the TWDB.

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

"*Financial Obligation*" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means the twelve-month accounting period used by the City in connection with the operation of the System, currently ending on September 30 of each year, which may be

any twelve consecutive month period established by the City, but in no event may the Fiscal Year be changed more than one time in any three calendar year period.

"Funded Debt" means all Parity Obligations created or assumed by the City that mature by their terms (in the absence of the exercise of any earlier right of demand), or that are renewable at the option of the City to a date, more than one year after the original creation or assumption of such Debt by the City.

"Gross Revenues" and *"Gross Revenues of the City's System*" mean all revenues, income and receipts of every nature derived or received by the City from the operation and ownership of the System; including the interest income from investment or deposit of money in any Fund created by this Ordinance or maintained by the City in connection with the System; and any other revenues hereafter pledged to the payment of all Parity Obligations.

"Holder" or *"Holders"* means the registered owner, whose name appears in the Security Register, for any Parity Obligation.

"Interest and Sinking Fund" means the special Fund maintained by the provisions of Sections 8 and 11 of this Ordinance.

"*Initial Bond*s" means the Bonds authorized, issued, and initially delivered as provided in Section 5 of this Ordinance.

"*Maintenance and Operating Expenses*" means the reasonable and necessary expenses of operation and maintenance of the System as required by Section 1502.058, Texas Government Code, as amended, including all salaries, labor, materials, repairs and extensions necessary to render efficient service (but only such repairs and extensions as, in the judgment of the governing body of the City, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or conditions which would otherwise impair the Parity Obligations), and all payments under contracts now or hereafter defined as operating expenses by the Legislature of Texas. Depreciation shall never be considered as a Maintenance and Operating Expense. The definition includes a two-month reserve amount, as provided under Section 10 of this Ordinance.

"*Maturity*" means, when used with respect to any Debt, the date on which the principal of such Debt or any installment thereof becomes due and payable as therein provided, whether at the Stated Maturity thereof or by declaration of acceleration, call for redemption, or otherwise.

"*Maximum Annual Debt Service Requirements"* means the greatest requirements of Annual Debt Service Requirements (taking into account all mandatory principal redemption requirements) scheduled to occur in any future Fiscal Year or in the then current Fiscal Year for the particular obligations for which such calculation is made. Capitalized interest payments provided from Debt proceeds, accrued interest on any Debt, and interest earnings thereon shall be excluded in making such computation.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Net Revenues*" and "*Net Revenues of the City's System*" mean all Gross Revenues remaining after deducting the Maintenance and Operating Expenses.

"*Ordinance*" means this ordinance finally adopted by the City Council on October 13, 2026.

"Outstanding", when used with respect to Parity Obligations, means, as of the date of determination, all Parity Obligations theretofore delivered under this Ordinance and any ordinance authorizing Previously Issued Obligations or Additional Parity Obligations, except:

(1) Parity Obligations theretofore cancelled and delivered to the City or delivered to the Paying Agent/Registrar for cancellation;

(2) Parity Obligations deemed paid pursuant to the provisions of Section 29 of this Ordinance or any comparable section of any ordinance authorizing Previously Issued Obligations or Additional Parity Obligations;

(3) Parity Obligations upon transfer of or in exchange for and in lieu of which other Parity Obligations have been authenticated and delivered pursuant to this Ordinance and any ordinance authorizing Previously Issued Obligations or Additional Parity Obligations; and

(4) Parity Obligations under which the obligations of the City have been released, discharged or extinguished in accordance with the terms thereof.

"*Paying Agent/Registrar*" shall have the meaning set forth in Section 5(a) hereof.

"*Parity Obligations*" means the Bonds, the Previously Issued Parity Obligations and any Additional Parity Obligations hereafter issued by the City or obligations issued to refund any of the foregoing (as determined within the sole discretion of the City Council in accordance with applicable law) if issued in a manner that provides that the refunding bonds are payable from and equally and ratably secured by a first lien on and pledge of the Pledged Revenues.

"Permitted Investments" means any security or obligation or combination thereof permitted under the Public Funds Investments Act, Chapter 2256, Texas Government Code, as amended or other applicable law.

"*Pledged Revenues*" means (1) the Net Revenues, plus (2) any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter are pledged by the City to the payment of the Parity Obligations, and excluding those revenues excluded from Gross Revenues.

"*Previously Issued Parity Obligations"* means the Outstanding Parity Obligations of the City entitled: "City of Georgetown, Texas Utility System Revenue Bonds, Series 2014," "City of

Georgetown, Texas Utility System Revenue Refunding Bonds, Series 2014," "City of Georgetown, Texas Utility System Revenue Bonds, Series 2014A", "City of Georgetown, Texas Utility System Revenue Bonds, Series 2015," "City of Georgetown, Texas Utility System Revenue Bonds, Series 2016," "City of Georgetown, Texas Utility System Revenue Refunding Bonds, Series 2016," "City of Georgetown, Texas Utility System Revenue and Refunding Bonds, Series 2017," "City of Georgetown, Texas Utility System Revenue Bonds, Series 2018," "City of Georgetown, Texas Utility System Revenue Bond, Series 2020", "City of Georgetown, Texas Utility System Revenue Refunding Bond, Series 2020," "City of Georgetown, Texas Utility System Revenue Bonds, Series 2022", "City of Georgetown, Texas Utility System Revenue Bonds, Series 2023", "City of Georgetown, Texas Utility System Revenue Bonds, Series 2024", "City of Georgetown, Texas Utility System Revenue Bonds, Series 2025", "City of Georgetown, Texas Utility System Revenue Bonds, Series 2026" and "City of Georgetown, Texas Utility System Revenue Bonds, Series 2026A" as well as the "City of Georgetown, Texas Utility System Revenue Bonds, Series 2026B" being issued contemporaneously with the Bonds.

"*Prudent Utility Practice*" means any of the practices, methods and acts, in the exercise of reasonable judgment, in the light of the facts, including but not limited to the practices, methods and acts engaged in or previously approved by a significant portion of the public utility industry, known at the time the decision was made, that would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. It is recognized that Prudent Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather is a spectrum of possible practices, methods or acts which could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. In the case of any facility included in the System which is operated in common with one or more other entities, the term Prudent Utility Practice, as applied to such facility, shall have the meaning set forth in the agreement governing the operation of such facility.

"*Purchaser*" means the TWDB as the initial purchaser of the Bonds.

"*Rating Agency*" means any nationally recognized securities rating agency which has assigned, at the request of the City, a rating to the Parity Obligations.

"Record Date" means Record Date as defined in the Form of Bonds in Exhibit "B" to this Ordinance.

"*Required Reserve Amount*" means the amount required to be maintained in the Series 2026C Reserve Fund pursuant to the provisions of Section 12 of this Ordinance.

"*Required Reserve Fund Deposits*" means the deposits and credits, if any, required to be made to the Series 2026C Reserve Fund pursuant to the provisions of Section 12 of this Ordinance.

"*Reserve Fund Obligation*" means, to the extent permitted by law, as evidenced by an opinion of nationally recognized bond counsel, a surety bond or insurance policy deposited in the Series 2026C Reserve Fund to satisfy the Required Reserve Amount whereby the City is obligated

to provide funds up to and including the maximum amount and under the conditions specified in such agreement or instrument.

"Reserve Fund Obligation Payment" means any subrogation payment the City is obligated to make from Pledged Revenues deposited in the Series 2026C Reserve Fund with respect to a Reserve Fund Obligation.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

"Security Register" means the books or records for the registration of the transfer and exchange of any Parity Obligations.

"Series 2026C Reserve Fund" means "City of Georgetown, Texas Utility System Revenue Bonds, Series 2026C Reserve Fund" created, established and maintained by the provisions of Section 12 of this Ordinance as special fund of the City.

"*Special Project*" means, to the extent permitted by law, any electric, waterworks, sanitary sewer, wastewater reuse or municipal drainage system property, improvement or facility declared by the City not to be part of the System, for which the costs of acquisition, construction and installation are paid from proceeds of a financing transaction other than the issuance of bonds payable from ad valorem taxes, Pledged Revenues or Net Revenues and for which all maintenance and operation expenses are payable from sources other than ad valorem taxes, Pledged Revenues or Net Revenues, but only to the extent that and for so long as all or any part of the revenues or proceeds of which are or will be pledged to secure the payment or repayment of such costs of acquisition, construction and installation under such financing transaction.

"Stated Maturity" means the annual principal payments of the Parity Obligations payable on the respective dates set forth in the ordinances which authorized the issuance of such Parity Obligations.

"*Subordinate Lien Obligations*" means (i) any bonds, notes, warrants, certificates of obligation, contractual obligations or other Debt issued by the City that are payable, in whole or in part, from and equally and ratably secured by a lien on and pledge of the Net Revenues, such pledge being subordinate and inferior to the lien on and pledge of the Net Revenues that are or will be pledged to the payment of any Parity Obligations issued by the City, and (ii) obligations hereafter issued to refund any of the foregoing if issued in a manner that provides that the refunding bonds are payable from and equally and ratably secured, in whole or in part, by a lien on and pledge of the Net Revenues on a parity with the Subordinate Lien Obligations.

"*System*" means as currently comprised, the City's combined electric, waterworks and sewer system, which includes all properties, facilities, plants, improvements, equipment, interests and rights currently owned, operated and maintained by the City for the (i) generation, transmission, distribution or sale of electric power and energy, (ii) supply, treatment, and transmission and distribution of treated potable water and (iii) collection and treatment of

wastewater, and for water reuse, together with all future extensions, improvements, purchases, repairs, replacements and additions thereto, whether situated within or without the limits of the City, and all water (in any form) owned by the City; provided, however, that the City expressly retains the right to (i) sale or disaggregate the System as set forth in Section 18 of this Ordinance and (ii) incorporate any other utility system as provided by the laws of the State of Texas as a part of the System. The System shall not include any Special Project or any disaggregated part of the System as provided in Section 18 of this Ordinance.

"*Term Bonds*" means those Parity Obligations so designated in the ordinances authorizing such bonds which shall be subject to retirement by operation of a mandatory redemption account.

"*Term of Issue*" means with respect to any Balloon Debt, a period of time equal to the greater of (i) the period of time commencing on the date of issuance of such Balloon Debt and ending on the final maturity date of such Balloon Debt or (ii) twenty-five years.

"*TWDB*" means the Texas Water Development Board.

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EXHIBIT B

FORM OF BOND

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS WILLIAMSON COUNTY	PRINCIPAL AMOUNT $_____

CITY OF GEORGETOWN, TEXAS
UTILITY SYSTEM REVENUE BOND,
SERIES 2026C (DEFERRED)

INTEREST RATE	DATE OF BOND	MATURITY DATE	CUSIP NO.
	November 10, 2026		

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, **THE CITY OF GEORGETOWN, TEXAS** (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the initial date of delivery of the Bonds, on February 15, 2031 and semiannually thereafter on each August 15 and February 15 to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above calculated on the basis of a 360-day year of twelve 30-day months; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at BOKF, NA (the "Paying Agent/Registrar") at their office for payment in Dallas, Texas (the "Designated Payment/Transfer

Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Bond (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business on the last business day of the month next preceding each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Texas Water Development Board, or such other Registered Owner, requested by, and at the risk and expense of, the Registered Owner; provided, however, that if this Bond is owned by the Texas Water Development Board, principal and interest will be paid by wire transfer or other method acceptable to the Texas Water Development Board, and there will be no charge. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Bond that on or before each payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated November 10, 2026, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of **$17,000,000, TO PROVIDE FUNDS FOR THE PURPOSE OF (1) EXTENDING AND IMPROVING THE CITY'S WATER SYSTEM, INCLUDING CONSTRUCTING TWO WATER TREATMENT AND DISTRIBUTION SITES AND (2) PAYING THE COSTS OF ISSUING THE BONDS.**

ON FEBRUARY 15, 2037, or on any date thereafter, the Bonds of this Series maturing on and after August 15, 2037 may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in an integral multiple of $5,000).

NO LESS THAN 30 days prior to the date fixed for any such optional redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall

not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Ordinance, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the City, resigns or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; that this Bond is a special obligation of the City, and that the interest on and principal of this Bond, together with the

Previously Issued Parity Obligations and all other outstanding "Parity Obligations" (as defined in the Bond Ordinance), as such interest comes due, and as such principal matures, are payable from and secured by a lien on and pledge of the "Pledged Revenues" of the "System" (which is generally described as the City's combined electric, waterworks and sewer system), all as provided in the Bond Ordinance.

THE CITY also has reserved the right, subject to restrictions stated in the Ordinance, to issue Additional Parity Obligations which also may be made payable from and equally and ratably secured by a first lien on and pledge of, the Pledged Revenues of the System in the same manner and to the same extent as this Series of Bonds.

THE CITY also has reserved the right, subject to restrictions stated in the Bond Ordinance to issue Subordinate Lien Obligations payable from and equally and ratably secured, in whole or in part, by a lien on and pledge of the Net Revenues (as defined in the Bond Ordinance), subordinate and inferior in rank and dignity to the lien on and pledge of such Net Revenues securing payment of the Bonds, the Previously Issued Parity Obligations or any Additional Parity Obligations.

THE OWNER HEREOF shall never have the right to demand payment of this Bond out of any funds raised or to be raised by taxation.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City and agrees that the terms and provisions of this Bond and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor or Mayor Pro-Tem of the City and countersigned with the manual or facsimile signature of the City Secretary or Deputy City Secretary and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

_____ _____

City Secretary Mayor

[CITY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

BOKF, NA
Paying Agent/Registrar

By_____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____

_____
Please insert Social Security or Taxpayer
Identification Number of Transferee

_____

_____
(Please print or typewrite name and address,
including zip code, of Transferee)

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____
NOTICE: Signature(s) must be guaranteed by a member firm of the New

_____
NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the

York Stock Exchange or a commercial bank or trust company.

front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE INITIAL BOND ONLY:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts of
the State of Texas

[COMPTROLLER'S SEAL]

INSERTIONS FOR THE INITIAL BOND

The Initial Bond shall be in the form set forth in this Exhibit, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"**ON THE MATURITY DATE SPECIFIED BELOW,** the City of Georgetown, Texas (the "City"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Principal Amount	Maturity Date (August 15)	Interest Rate

(Information for the Bonds from Sections 3 and 4 to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the initial date of delivery of the Bonds at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2031 and

semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

EXHIBIT C

FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (Agreement), made by and between the City of Georgetown, Texas, a political subdivision of the State of Texas in Williamson County, Texas, (City), acting by and through its City Council, and BOKF, NA, as escrow agent (Escrow Agent) together with any successor in such capacity;

W I TN E S S E T H:

WHEREAS, pursuant to an Ordinance finally adopted on October 13, 2026 (Ordinance), the City of Georgetown authorized the issuance of $17,000,000 City of Georgetown, Texas Utility System Revenue Bonds, Series 2026C (Deferred), dated November 10, 2026 (Obligations) to obtain financial assistance from the Texas Water Development Board (TWDB) for the purpose of funding water or wastewater system improvements identified as Project No. 51106 (Project); and

WHEREAS, the Escrow Agent is a national banking association designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (Proceeds) in escrow subject to being withdrawn only with the approval of the Executive Administrator of the TWDB (Executive Administrator) or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT. In accordance with the closing memo signed by the Executive Administrator or an authorized representative and upon delivery of the Obligations described above, the Proceeds identified under TWDB Commitment Number LD2602435 shall be released to pay closing costs or deposited to the credit of a special escrow account (Escrow Account) maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account shall be entitled "Georgetown S2026C TWDB LD2602435" and shall not be subject to warrants, drafts, or checks drawn by the City but shall be disbursed or withdrawn

to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Ordinance and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy. The Escrow Agent shall conclusively rely upon the City's written instructions as to both the suitability and legality of all direct investments. The Escrow Agent may make any and all such investments through its own investment department or that of its affiliates or subsidiaries and may charge its ordinary and customary fees for such investments. In the absence of written investment instructions from an Authorized Officer of the City, the Escrow Agent shall not be responsible or liable for keeping the moneys held by it hereunder fully invested.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account, or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account provided that all such investments are consistent with the PFIA requirements as certified by the City in its written investment direction.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Ordinance. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Ordinance, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and the TWDB and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact

or law, except for its negligence or willful misconduct in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another entity or sells or transfers substantially all of its assets or corporate trust business, then the successor entity shall be the successor Escrow Agent without the necessity of further action as long as the successor entity is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering City, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent and to the TWDB within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow

Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account to the City.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent, the City and the TWDB are as follows:

Tony Hongnoi
Vice President
BOKF, NA | Corporate Trust
5956 Sherry Lane, Suite 900
Dallas, Texas 75225
Ph: 972-892-9968
thongnoi@bokf.com

Karrie Pursley
Treasurer
City of Georgetown
808 Martin Luther King Jr. St.
Georgetown, Texas 78626
Ph: 512-930-3652
karrie.pursley@georgetowntexas.gov

Bryan McMath
Executive Administrator
Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78701

SECTION 14. RIGHTS AND PROTECTIONS. No provisions of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

The Escrow Agent may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

The Escrow Agent may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

Although the City recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the City agrees that confirmations of investments are not required to be issued by the Escrow Agent for each month in which a monthly statement is rendered and that no statement need be rendered for the Escrow Account if no activity occurred in such account during such month.

To the extent permitted by law, the City agrees to indemnify, defend and hold the Escrow Agent and its officers, directors, agents, and employees harmless from and against any and all loss, damage, claim, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or

performance of any of its powers or duties hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, claim, liability, or expense resulting from its own negligence or willful misconduct. The foregoing indemnification shall survive the termination of this Agreement or the resignation or removal of the Escrow Agent for any reason.

SECTION 15: ELECTRONIC MEANS. The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder.); provided, however, that the City shall provide to the Escrow Agent an incumbency certificate listing officers with the City to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City, whenever a person is to be added or deleted from the listing. If the City elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

SECTION 16: COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

SECTION 17: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 18: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect; provided, however, that such assignment made by the Escrow Agent pursuant to Section 9 hereof shall be permitted hereunder.

SECTION 19: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account.

SECTION 20: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 21: **COMPENSATION FOR ESCROW SERVICES.** The Escrow Agent shall be entitled to compensation for its services and reimbursement for its expenses incurred hereunder as stated in Exhibit A, which compensation and reimbursement shall be paid by the City but may not be paid directly from the Escrow Account.

SECTION 22: VERIFICATIONS OF STATUTORY REPRESENTATIONS AND COVENANTS. The Bank makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the

term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

SECTION 23: EXEMPTION FROM DISCLOSURE FORM. The Escrow Agent represents and warrants that it is a wholly owned subsidiary of BOK Financial, a publicly traded business entity, and therefore this Agreement is exempt from Section 2252.908, Texas Government Code, as amended.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

THE CITY OF GEORGETOWN

By: _____
Authorized Representative

Date: _____

Address: 808 Martin Luther King Jr Street
Georgetown, Texas 78626

SigPg

BOKF, NA,
as Escrow Agent

By: _____

Title: _____

Date: _____

EXHIBIT A

Fee Schedule

City of Georgetown, Texas
Utility System Revenue Bonds Escrow Fund, Series 2026C
TWDB Escrow LM2602435

Texas Water Development Board

ESCROW AGENT

Schedule of Fees

Acceptance Fee: WAIVED

For review and coordination of documents and setup of accounts in preparation for closing.

Escrow Account Setup/Administration Fee: WAIVED

For ordinary administrative services by Escrow Agent – includes daily routine account management; cash transaction processing (including wire and check processing); disbursement of funds in accordance with the agreement; and online access to trust account statements. This fee is due at the time of Escrow Agreement funding/execution.

Fee is based on the following assumptions:

- Number of escrow accounts: As needed
- Number of Withdrawals from the Escrow accounts: As needed

Charges for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be determined by appraisal in the amounts commensurate with the service provided.

Services not included in this Fee Schedule, but deemed necessary or desirable by you, may be subject to additional charges based on a mutually agreed upon fee schedule.

Our proposal is subject in all aspects to review and acceptance of the final financing documents which sets forth our duties and responsibilities.

Absent written direction, the Escrow Agent shall invest funds into the Cavanal Hill Gov Sec MMF – (APCXX) CUSIP 14956P836 as standing instructions. A copy of the prospectus is available at this link - cavanalhillfunds.com | portfolio.

**If funds are invested outside of the money market funds offered by BOK Financial, a fee of up to $3,000.00 may be assessed on an annual basis to act as custodian.*

Tony Hongnoi, Vice President
Relationship Manager – Texas Paying Agency Manager
Phone: 972.892.9968
THongnoi@bankoftexas.com or THongnoi@bokf.com

Jose Gaytan, Senior Vice President
Corporate Trust & Escrow Sales Consultant
Phone: 512.813.2002
JGaytan@bankoftexas.com or JGaytan@bokf.com

BOK FINANCIAL
bokfinancial.com

To learn more about BOK Financial:

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SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

City of Georgetown, Texas
Timetable for Issuance of
Combined Utility System Revenue Bonds, Series B & C
Texas Water Development Board SWIFT Program

Timeline of Events

Tuesday, August 25, 2026	City Council approves Texas Water Development Board ("TWDB") Financing Agreement.
Friday, September 4, 2026 (est.)	TWDB deadline for receiving signed Financing Agreement.
TBD in September (est.)	Last day City can modify payment schedule.
Monday, September 14, 2026	Draft bond documents due to TWDB (20 business days prior to Council approval of Ordinances.)
Thursday, October 1, 2026	TWDB provides City with final interest rates for both low interest and deferred loans. Loan amortization has already been set, so rates are only used to finalize interest calculation.
Tuesday, October 13, 2026	Award. The City Council will consider an Ordinance authorizing the issuance of the Series 2026 B and Series 2026 C Bonds and awarding them to the TWDB. (Award is more than 15 days after the 2026 A open market utility sale on September 22 to avoid blended yield.)
Thursday, October 15, 2026	Final documents sent to Attorney General.
Friday, October 30, 2026	Complete and final documentation sent to TWDB (at least 7 days prior to closing).
Tuesday, November 3, 2026	Attorney General Opinion due to TWDB.
Tuesday, November 10, 2026	Delivery Date. Funds from the TWDB are placed in escrow for Georgetown projects.

City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
Public Hearing and First Reading for an Ordinance designating Reinvestment Zone No. 2026-003

SUGGESTED ACTION:
Public Hearing and First Reading for an Ordinance designating Reinvestment Zone No. 2026-013 -- Cameron Goodman, Economic Development Director

ITEM SUMMARY:
An Ordinance of the City Council of the City of Georgetown, Texas, designating Reinvestment Zone No. 2026-003 providing eligibility of the zone for commercial-industrial tax abatement; containing findings that the area qualifies to be designated as a reinvestment zone and the improvements sought are feasible and practicable and of benefit to the land and the City; providing a repealing clause; providing a severability clause; and providing an effective date.

FINANCIAL IMPACT:

SUBMITTED BY:
Shelly Sommerfeld, Economic Development plus

ATTACHMENTS:
2026-003 Reinvestment Zone Ordinance Final Unsigned.pdf
Reinvestment Zone 2026-003 - Presentation.pdf

ORDINANCE NO. __

An Ordinance of the City Council of the City of Georgetown, Texas, designating Reinvestment Zone No. 2026-003; providing eligibility of the zone for commercial-industrial tax abatement; containing findings that the area qualifies to be designated as a reinvestment zone and the improvements sought are feasible and practicable and of benefit to the land and the City; providing a repealing clause; providing a severability clause; and providing an effective date.

Whereas, the City Council of the City of Georgetown, Texas, has caused notice to be published in a newspaper having general circulation in the City and has delivered such notice to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property described herein that is to be included in the proposed reinvestment zone described herein; and

Whereas, the City Council of the City of Georgetown, Texas, has conducted a public hearing on the designation of the area described herein as a reinvestment zone on October 13, 2026 at 6:00 p.m. in the Council Chambers at the City Hall at which interested parties were allowed to speak and present evidence for or against the designation;

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

Section 1**.** The City Council of the City of Georgetown, Texas, finds that the area described herein will, if designated as a reinvestment zone, be reasonably likely to contribute to the retention or expansion of primary employment, or to attract major investment in the zone that will be of benefit to the property and contribute to the economic development of the City. The City Council further finds that the improvements sought are feasible and practicable and would be of benefit to the land to be included in the zone and to the City after the expiration of a tax abatement agreement.

Section 2. Pursuant to the provisions of Section 312.201 of the Texas Tax Code, the property described in Exhibit "A" attached hereto and made a part hereof for all purposes is hereby designated as a reinvestment zone and for identification is assigned the name "Reinvestment Zone No. 2026-003" or the "AA - Crosspoint Business District Phase 1 Zone".

Section 3. The property within Reinvestment Zone No. 2026-003 is eligible for commercial-industrial tax abatement effective on January 1, 2027.

Section 4. All provisions of the ordinances of the City of Georgetown, in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Georgetown not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 5. Should any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or a part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

Section 6. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

APPROVED on First Reading on the 13th day of October 2026.

APPROVED AND ADOPTED on Second Reading on the 27th day of October 2026.

THE CITY OF GEORGETOWN:

Josh Schroeder
Mayor

ATTEST:

Robyn Densmore
City Secretary

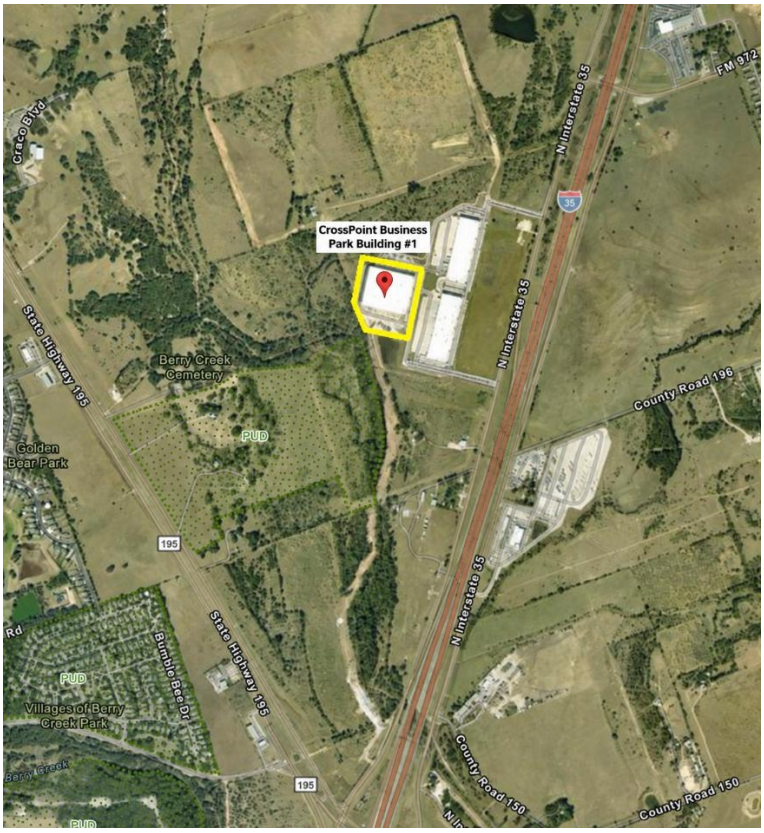
APPROVED AS TO FORM:

Skye Masson, City Attorney

Exhibit “A”

Reinvestment Zone Location

Lot 1, Block A, 19.675 acres of JACKSONSHAW GEORGETOWN, PHASE I, an addition to the City of Georgetown, Williamson County, Texas, according to the Plat thereof recorded as Document No. 2022058987 of the Real Property Records of Williamson County, Texas.

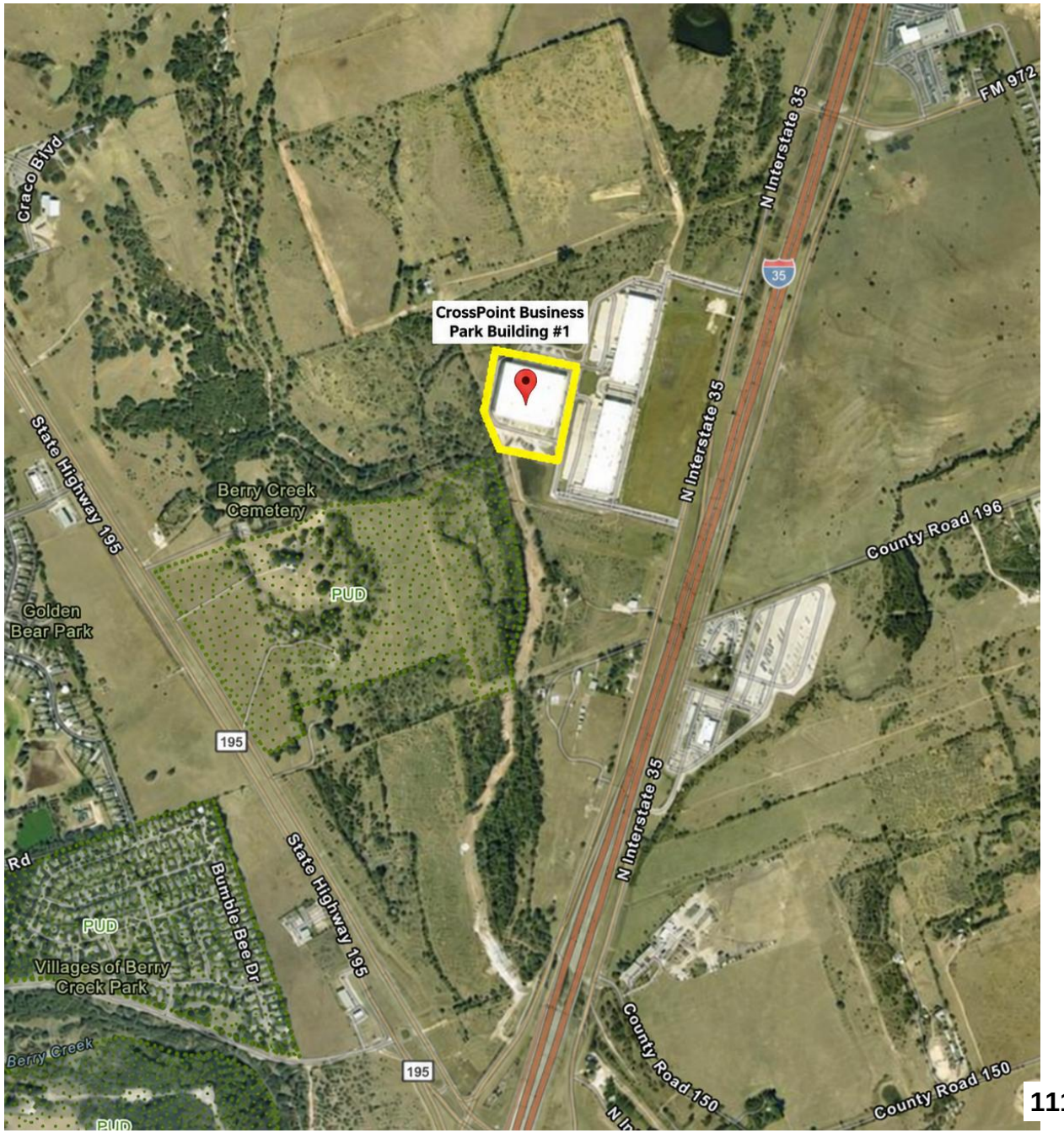


Item Under Consideration

- Public Hearing and First Reading of an Ordinance designating Reinvestment Zone No. 2026-003; providing eligibility of the zone for commercial-industrial tax abatement; containing findings that the area qualifies to be designated as a reinvestment zone and the improvements sought are feasible and practicable and of benefit to the land and the City; providing a repealing clause; providing a severability clause; and providing an effective date.

Location of Zone

- Address of Zone: Building 1, Lot 1, Block A, 19.675 acres of JacksonShaw Georgetown, Phase 1.



City of Georgetown, Texas
City Council
October 13, 2026

SUBJECT:
First Reading - 2026-13-SUP - 2303 Austin Ave S

SUGGESTED ACTION:
Public Hearing and First Reading of an Ordinance on a request for a Special Use Permit (SUP) for the specific use of Automobile Repair and Service, General in the General Commercial zoning district on the property located at 2303 Austin Ave S, Georgetown, TX 78626 & 211 24th St W, Georgetown, TX 78626, bearing the legal descriptions of Highland Park Revised (Blk 1 Lot 1 & 2 W/PT Amd), Block 1, Lot 1A, Acres 0.52 and Highland Park (Blk 1 Lts 7 & 8 Amd), Block 1, Lot 7A, Acres 0.95 (2026-13-SUP) -- Hunter Gould, Planner

ITEM SUMMARY:
The applicant is requesting a Special Use Permit (SUP) for the Automobile Repair & Service, General use within the General Commercial Zoning District (C3)

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Anish Dsouza, Planning Department

ATTACHMENTS:
2026-13-SUP Ordinance With Exhibits.pdf
2026-13-SUP Staff Presentation.pdf
2026-13-SUP Staff Report.pdf
Exhibit 1- Location Map.pdf
Exhibit 2- Future Land Use Map.pdf
Exhibit 3- Zoning Map.pdf
Exhibit 4- Concept Plan.pdf
Exhibit 5- Letter of Intent.pdf
Exhibit 6- Criteria Analysis.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, GRANTING A SPECIAL USE PERMIT FOR THE SPECIFIC USE OF GENERAL AUTOMOBILE REPAIR AND SERVICE WITHIN THE GENERAL COMMERCIAL (C-3) ZONING DISTRICT, FOR THE PROPERTY LOCATED AT 2303 SOUTH AUSTIN AVENUE AND 211 WEST 24TH STREET, BEARING THE LEGAL DESCRIPTION OF 0.52 ACRES, LOT 1A, BLOCK 1, HIGHLAND PARK REVISED (BLK 1 LT 1 & 2 W/PT AMD) AND 0.95 ACRES, LOT 7A, BLOCK 1, HIGHLAND PARK (BLK 1 LTS 7 & 8 AMD); 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"):

Lot 1A, Block 1, out of the Amending Plat of Lot 1 and West 1/2 Lot 2, Block 1, Highland Park Revised Subdivision and Lot 7A, Block 1, out of the Amending Plat of Lot 7 and Lot 8, Block 1, Highland Park Revised Subdivision, generally located at 2303 South Austin Avenue and 211 West 24th Street, Georgetown, Texas, as recorded in document number 2015014602 and 2017018498, 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 September 15, 2026, held the required public hearing and submitted a recommendation of approval with conditions 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 October 13, 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 General Commercial (C-3) and the Ordinance allowing for the special use of General Automobile Repair and Service on the property is hereby adopted, in accordance with the attached ***Exhibit A*** (Conceptual Site Plan), subject to the following conditions:

1. That all future activity on the property occurs indoors, and at the time of the reconstruction that the impervious cover on the adjacent lot is removed.

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

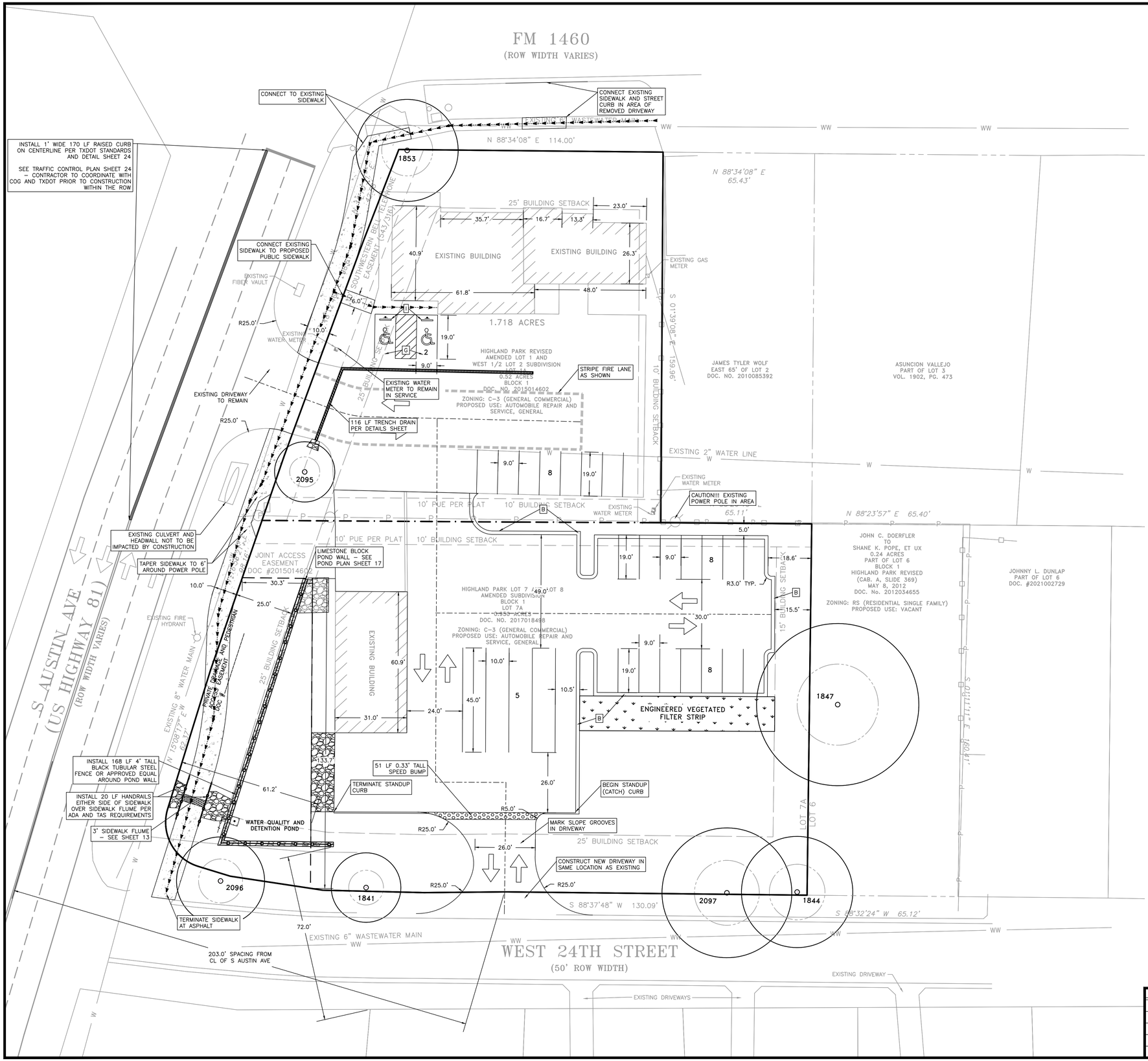
APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

EXHIBIT A

G:\Shared drives\Sandlin Services LLC\Sandlin Services Projects\Land Development Division\01-0148-001 Pro Glass Georgetown\CAD\Construction Sheets\S PGG SITE.dwg-SITE PLAN Plotted Jul 17, 2026 at 8:10am by Engineer | Last Saved by: Engineer



0 10' 20' 40'
SCALE: 1" = 20'

IF DRAWING BAR DOES NOT MEASURE 2" THIS PRINT IS NOT TO SCALE

NOTES

1. ALL LIGHTING FIXTURES SHALL BE DESIGNED TO COMPLETELY CONCEAL AND FULL SHIELD. WITHIN AN OPAQUE HOUSING, THE LIGHT SOURCE FROM VISIBILITY FROM ANY STREET RIGHT–OF–WAY. THE CONE OF LIGHT SHALL NOT CROSS ANY ADJACENT PROPERTY LINE. THE ILLUMINATION SHALL NOT EXCEED 2 FOOT CANDLES AT A HEIGHT OF THREE FEET AT THE PROPERTY LINE. ONLY INCANDESCENT, FLUORESCENT. COLOR–CORRECTED HIGH–PRESSURE SODIUM OR METAL HALIDE MAY BE USED. ALL VEHICLE OR PEDESTRIAN ACCESS SHALL BE SUFFICIENTLY LIGHTED TO ENSURE SECURITY OF PROPERTY AND PERSONS.
2. ALL ROOF, WALL AND GROUND MOUNTED MECHANICAL EQUIPMENT MUST BE SCREENED IN ACCORDANCE WITH CHAPTER 8 OF THE UDC. IF ROOF AND WALL MOUNTED EQUIPMENT OF ANY TYPE INCLUDING DUCT WORK AND LARGE VENTS IS PROPOSED IT SHALL BE SHOWN ON THE SITE PLAN AND SCREENING IDENTIFIED. SCREENING OF MECHANICAL EQUIPMENT SHALL RESULT IN THE MECHANICAL EQUIPMENT BLENDING IN WITH THE PRIMARY BUILDING AND NOT APPEARING SEPARATE FROM THE BUILDING AND SHALL BE SCREENED FROM VIEW OF ANY RIGHTS–OF–WAY OR ADJOINING PROPERTIES.
3. PER CHAPTER 8, THE DUMPSTER ENCLOSURES MUST BE ONE (1) FOOT ABOVE THE HEIGHT OF THE WASTE CONTAINER. USE PROTECTIVE POLES IN CORNERS AND AT IMPACT AREAS. FENCE POSTS SHALL BE OF RUST PROTECTED METAL OR CONCRETE. A MINIMUM 6" SLAB IS REQUIRED AND MUST BE SLOPED TO DRAIN; THE ENCLOSURE MUST HAVE STEEL FRAMED GATES WITH SPRING LOADED HINGES AND FASTENERS TO KEEP CLOSED. SCREENING MUST BE ON ALL FOUR SIDES BY MASONRY WALL OR APPROVED FENCE OR SCREENING WITH OPAQUE GATES.
4. ROLLOUT BINS ARE TO BE UTILIZED ON THIS SITE.
5. ALL CURB IS LAYDOWN UNLESS OTHERWISE NOTED.
6. ALL UTILITY SERVICES ARE EXISTING AND NOT PROPOSED WITH THESE PLANS.
7. SPEED LIMIT OF S AUSTIN AVE: 40 MPH

SITE DATA	
	PROPOSED
TOTAL SITE AREA	64,384 SF = 1.48 AC
EXISTING ZONING SETBACKS	C–3 (GENERAL COMMERCIAL) STREET YARD – 25 FT MIN FRONT – 25 FT MIN SIDE – 10/15 FT MIN REAR – 10 FT MIN
EXISTING IMPERVIOUS COVER	23,885 SF = 0.55 AC = 37.1%
PROPOSED IMPERVIOUS COVER	36,272 SF = 0.83 AC = 56.3%
MAXIMUM IMPERVIOUS COVER	45,069 SF = 1.03 AC = 70.0%
BUILDING HEIGHT	1 STORY – SEE ARCH. PLANS BY OTHERS
FOUNDATION TYPE	CONCRETE SLAB

PARKING TABLE	
TOTAL BUILDING AREA	5,947 SF
PARKING RATIO – "AUTOMOTIVE SERVICES"	1 SPACE:400 SF + 1 SPACE/1000 SF STORAGE
PARKING REQUIRED	5,947 SF / 400 = 15 SPACES
PARKING PROVIDED	31 SPACES INCLUDING 2 ADA (1 VAN)

THESE PLANS ARE RELEASED UNDER THE AUTHORITY OF NICHOLAS R. SANDLIN, P.E., TBPELS#124404, FOR THE PURPOSES OF REVIEW AND ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO APPROVAL BY THE APPLICABLE GOVERNMENT AUTHORITIES

THIS PLAN SET FOR REVIEW ONLY NOT FOR CONSTRUCTION

SITE PLAN LEGEND

- PROPOSED PROPERTY/ PROJECT BOUNDARY LINE
- EXISTING R.O.W./PROPERTY LINE
- EXISTING EASEMENT LINE
- FIRE LANE
- PROPOSED CURB & GUTTER
- STREET CENTERLINE
- 4' FENCE
- STRUCTURAL RETAINING WALL (BY OTHERS)
- PROPOSED CONCRETE SIDEWALK
- Ⓡ PROPOSED PARKING SPACES
- Ⓣ TRANSFORMER PAD
- SITE WALLS
- TAS ACCESSIBLE ROUTE
  TAS ACCESSIBLE ROUTES MAY NOT EXCEED A CROSS SLOPE OF 1:50 (2%) OR EXCEED A RUNNING SLOPE OF 1:20 (5%) UNLESS DESIGNED AS A RAMP. THE MAXIMUM RUNNING SLOPE OF A RAMP IN NEW CONSTRUCTION IS 1:12 (8.33%). THE MAXIMUM RISE FOR ANY RAMP RUN IS 30 INCHES. REFER TO GRADING SHEET(S).
- EX. WATER LINE / PR. WATER LINE
- EX. WASTEWATER / PR. FIRE LINE
- EX. STORM SEWER LINE / PR. WASTEWATER
- PR. STORM SEWER LINE
- EX. FIRE HYDRANT / PR. FIRE HYDRANT
- EX. WATER METER / PR. WATER METER
- EX. WASTEWATER MANHOLE / PR. WASTEWATER MANHOLE
- FITTINGS AS NOTED
- FLOW ARROW
- GATE VALVE AS NOTED
- WW CLEAN OUT
- EX. UTILITY POLE
- BFP BACK FLOW PREVENTER

SITE LEGEND

A	6" CURB & GUTTER. SEE DETAIL SHEET.
B	RIBBON CURB. SEE DETAIL SHEET.
C	CASTELLATED CURB. SEE DETAIL SHEET.
D	STANDARD CITY TYPE II DRIVEWAY. SEE DETAIL SHEET
E	CONCRETE SIDEWALK. SEE DETAIL SHEET.
F	PEDESTRIAN CROSSWALK.
G	HANDICAP SPACE W/SIGN. SEE DETAIL SHEET.
H	PEDESTRIAN ADA RAMP OR AT GRADE ADA DOME PAVERS. SEE DETAIL SHEET.
I	CONCRETE WHEEL STOP. SEE DETAIL SHEET.
J	STANDARD CITY BIKE RACK. SEE DETAIL SHEET.
K	DUMPSTER ENCLOSURE WITH CONCRETE PAD PER GEOTECHNICAL REPORT AND CITY STANDARDS

811 TEXAS 811.ORG DIG SAFE BEFORE YOU DIG

WARNING !!!! CONTRACTOR TO FIELD VERIFY ALL EXIST. UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION. THE CONTRACTOR IS TO CONTACT ENGINEER IF ANY EXISTING UTILITY INFORMATION DIFFERS FROM DATA SHOWN IN THE PLANS. CALL 811 BEFORE YOU DIG.

THESE PLANS COPYRIGHTED BY SANDLIN SERVICES, LLC

ENGINEERING | CONSULTING
SANDLIN
SERVICES, LLC
TBPELS FIRM #21356
9111 JOLLYVILLE RD. STE 212 AUSTIN, TX 78759

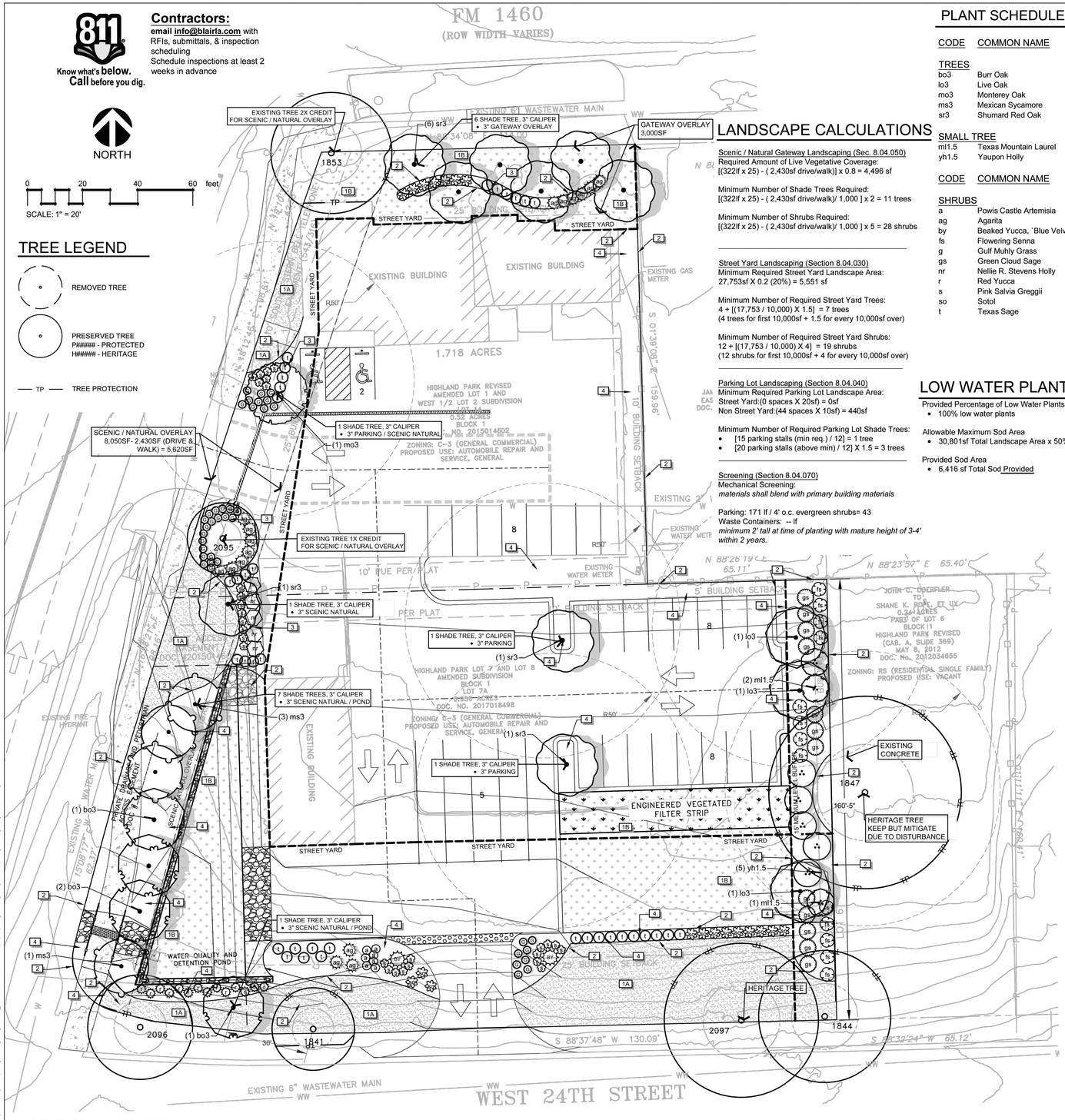
SITE PLAN

PROJECT CASE: 2025-7-SDP
PRO GLASS GEORGETOWN

#	REVISION DESCRIPTION	SIGNATURE	DATE

Contractors:
email info@blairla.com with RFIs, submittals, & inspection scheduling
Schedule inspections at least 2 weeks in advance

811 Know what's below. Call before you dig.



NORTH

0 20 40 60 feet

SCALE: 1" = 20'

TREE LEGEND

REMOVED TREE

PRESERVED TREE
P##### - PROTECTED
H###### - HERITAGE

TP TREE PROTECTION

LANDSCAPE CALCULATIONS

Scenic / Natural Gateway Landscaping (Sec. 8.04.050)
Required Amount of Live Vegetative Coverage:
[(322lf x 25) - (2,430sf drive/walk)] x 0.8 = 4,496 sf

Minimum Number of Shade Trees Required:
[(322lf x 25) - (2,430sf drive/walk)/ 1,000] x 2 = 11 trees

Minimum Number of Shrubs Required:
[(322lf x 25) - (2,430sf drive/walk)/ 1,000] x 5 = 28 shrubs

Street Yard Landscaping (Section 8.04.030)
Minimum Required Street Yard Landscape Area:
27,753sf X 0.2 (20%) = 5,551 sf

Minimum Number of Required Street Yard Trees:
4 + [(17,753 / 10,000) X 1.5] = 7 trees
(4 trees for first 10,000sf + 1.5 for every 10,000sf over)

Minimum Number of Required Street Yard Shrubs:
12 + [(17,753 / 10,000) X 4] = 19 shrubs
(12 shrubs for first 10,000sf + 4 for every 10,000sf over)

Parking Lot Landscaping (Section 8.04.040)
Minimum Required Parking Lot Landscape Area:
Street Yard:(0 spaces X 20sf) = 0sf
Non Street Yard:(44 spaces X 10sf) = 440sf

Minimum Number of Required Parking Lot Shade Trees:
- [15 parking stalls (min req.) / 12] = 1 tree
- [20 parking stalls (above min) / 12] X 1.5 = 3 trees

Screening (Section 8.04.070)
Mechanical Screening:
materials shall blend with primary building materials

Parking: 171 lf / 4' o.c. evergreen shrubs= 43
Waste Containers: -- lf
minimum 2' tall at time of planting with mature height of 3-4' within 2 years.

PLANT SCHEDULE

CODE	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	QTY	WATER USE	MATURE HEIGHT	SEASON
TREES									
bo3	Burr Oak	Quercus macrocarpa	65 gallon min.	3"Cal	8'-10` H min.	4	Low	25 - 40ft. ht.	Deciduous
lo3	Live Oak	Quercus virginiana	65 gallon min.	3"Cal	6` H min	3	Low	25 - 40ft. ht.	Evergreen
mo3	Monterey Oak	Quercus polymorpha `Monterey`	65 gallon min.	3" Cal	8'-10` H min.	1	Low	25 - 40ft. ht.	Evergreen, Semi-deciduous
ms3	Mexican Sycamore	Platanus mexicana	65 gallon min.	3"Cal	8'-10` H min.	4	Medium	25 - 40ft. ht.	Deciduous
sr3	Shumard Red Oak	Quercus shumardii	65 gallon min.	3"Cal	8'-10` H min.	9	Low	25 - 40ft. ht.	Deciduous
SMALL TREE									
ml1.5	Texas Mountain Laurel	Sophora secundiflora	15 gal	1.5"Cal	6` H min	3	Low - Medium	15 - 25ft. ht.	Evergreen
yh1.5	Yaupon Holly	Ilex vomitoria	15 gal	1.5"Cal	6` H min	5	Low - Medium	< - ft. ht.	Evergreen

CODE	COMMON NAME	BOTANICAL NAME	CONT	SIZE	QTY	WATER USE	MATURE HEIGHT	SEASON
SHRUBS								
a	Powis Castle Artemisia	Artemisia x `Powis Castle`	5 gal	24" H min at time of install	7	Low	18 - 36in. ht.	Evergreen
ag	Agarita	Berberis trifoliata	5 gal	24" H min at time of install	16	Very low	18 - 36in. ht.	Evergreen
by	Beaked Yucca, `Blue Velvet`	Yucca rostrata `Blue Velvet`	5 gal	24" H min at time of install	2	Very low	3 - 6ft. ht.	Evergreen
fs	Flowering Senna	Cassia corymbosa	5 gal	24" H min at time of install	13	Low	6 - ft. ht.	Evergreen, Semi-deciduous
g	Gulf Muhly Grass	Muhlenbergia capillaris `Autumn Blush`	5 gal	24" H min at time of install	38	Low - Medium	18 - 36in. ht.	Semi-deciduous
gs	Green Cloud Sage	Leucophyllum frutescens `Green Cloud` TM	5 gal	24" H min at time of install	12	Low - Medium	6 - 10ft. ht.	Evergreen, Semi-deciduous
nr	Nellie R. Stevens Holly	Ilex x `Nellie R Stevens`	5 gal	24" H min at time of install	5	Low - Medium	15 - 25ft. ht.	Evergreen
r	Red Yucca	Hesperaloe parviflora	5 gal	24" H min at time of install	14	Very low - Low	3 - 6ft. ht.	Evergreen
s	Pink Salvia Greggii	Salvia greggii `Pink`	5 gal	24" H min at time of install	28	Low	18 - 36in. ht.	Evergreen, Semi-deciduous
so	Sotol	Dasylirion texanum	5 gal	24" H min at time of install	19	Low	3 - 6ft. ht.	Evergreen
t	Texas Sage	Leucophyllum frutescens	5 gal	24" H min at time of install	36	Low	3 - 6ft. ht.	Evergreen

LOW WATER PLANTS / SOD AREA

Provided Percentage of Low Water Plants
- 100% low water plants

Allowable Maximum Sod Area
- 30,801sf Total Landscape Area x 50% = 15,400sf Allowed

Provided Sod Area
- 6,416 sf Total Sod Provided

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY
	1A	Lawn, Bermuda "Tif 419" Sod. Provide spray irrigation. Temporary irrigation only within septic fields or Right of Way (R.O.W.). Pre emergent weed treatment recommended.	6,416 sf
	1B	Lawn, Native Grass 609S Seed Mix. Upland Species, Shade-Dappeled Light Mix by C.O.A. 609S standards where existing is disturbed. Mix listed on spec sheet. Hydromulch w/tackifier agent. Temporary irrigation. Available through www.seedsource.com.	10,237 sf
	2	Steel edge, 3/16" x 4" landscape edging as manufactured by Ryerson, or equal, dark green and furnished with steel stakes. Install edging in smooth curves free of kinks. Final height of edging to be 1" above height of soil mat of sod.	
	3	Mulch, Native Hardwood. 3" deep with drip irrigation. Ensure that drip line is placed above rootballs.	
	4	River Cobble, "Brazos Brown" aka "Cafe". 3-4" size. 3" deep, weed barrier cloth beneath. If used in areas near plants provide irrigation bubblers to plants and use the following bed prep: 6" of "Growers Mix" soil (40% compost, 40% loam, 10% sand) tilled into existing soil in all areas of the bed. Pocket planting acceptable where plant material is not massed or limestone is present.	

SITE PLAN LEGEND

- PROPOSED PROPERTY/ PROJECT BOUNDARY LINE
- EXISTING R.O.W./PROPERTY LINE
- EXISTING EASEMENT LINE
- TP PROPOSED TREE PROTECTION
- FIRE LANE
- PROPOSED CURB & GUTTER
- STREET CENTERLINE
- FENCE
- STRUCTURAL RETAINING WALL (BY OTHERS)
- PROPOSED CONCRETE SIDEWALK
- PROPOSED PARKING SPACES
- TRANSFORMER PAD
- SITE WALLS
- PHASING
- TAS ACCESSIBLE ROUTE

TAS ACCESSIBLE ROUTES MAY NOT EXCEED A CROSS SLOPE OF 1:50 (2%) OR EXCEED A RUNNING SLOPE OF 1:20 (5%) UNLESS DESIGNED AS A RAMP. THE MAXIMUM RUNNING SLOPE OF A RAMP IN NEW CONSTRUCTION IS 1:12 (8.33%). THE MAXIMUM RISE FOR ANY RAMP RUN IS 30 INCHES. REFER TO GRADING SHEET(S).

- EX. WATER LINE / PR. WATER LINE
- EX. WASTEWATER / PR. FIRE LINE
- EX. STORM SEWER LINE / PR. WASTEWATER
- PR. STORM SEWER LINE
- EX. FIRE HYDRANT / PR. FIRE HYDRANT
- EX. WATER METER / PR. WATER METER
- EX. WASTEWATER MANHOLE / PR. WASTEWATER MANHOLE
- FITTINGS AS NOTED
- GATE VALVE AS NOTED / FLOW ARROW
- WW CLEAN OUT
- BFP BACK FLOW PREVENTER / EX. UTILITY POLE

Non-Residential Landscape Planting Requirements Summary Table

	Landscape Area Required	Landscape Area Proposed	Shrubs Required	Shrubs Proposed	Evergreen Shrubs Required	Evergreen Shrubs Proposed	Evergreen Ornamental Trees Required	Evergreen Ornamental Trees Proposed	Shade Trees Required	Shade Trees Proposed
Scenic / Natural Gateway Landscaping – Section 8.04.050 (if appl.)										
Scenic / Natural Gateway Landscape Required	4,496 sf		28						11	
Minus < 20` Landscape Credit Trees Counted	--	--	--	--	--	--	--	--	-1	--
Minus 20'+ Landscape Credit Trees Counted x 2	--	--	--	--	--	--	--	--	-2	--
Total	4,496 sf	5,242 sf	28	--	--	--	--	--	9	9
Gateway Overlay District Landscaping – Section 8.04.050 (if appl.)										
Gateway Landscape Required	3,000sf		15						6	
Minus < 20` Landscape Credit Trees Counted	--	--	--	--	--	--		--	--	--
Minus 20'+ Landscape Credit Trees Counted x 2	--	--	--	--	--	--	--	--	--	--
Total	3,000sf	3,831sf	15	19	--		--		6	6
Street Yard Landscaping - Section 8.04.030										
Street Yard Landscape Required	5,551 sf		19		--		--		7	
Minus < 20` Landscape Credit Trees Counted	--	--		--		--		--	--	--
Minus 20'+ Landscape Credit Trees Counted x 2	--	--		--		--		--	--	--
Minus area or plantings that can be credited from Scenic / Natural Landscape	-4,496 sf	--	-28	--	--	--	--	--	-9	--
Total	1,055 sf	14,590 sf	0	19		--		--	0	0
Parking Lot Landscaping -Section 8.04.040										
Parking Lot Landscape Required	440 sf								4	
Minus area or plantings that can be credited towards Street Yard Landscaping	--	--	--	--	--	--	--	--	--	--
Minus < 20` Landscape Credit Trees Counted	--	--	--	--	--	--	--	--	-1	--
Minus 20'+ Landscape Credit Trees Counted x 2	--	--	--	--	--	--	--	--	--	--
Total	440 sf	1,280 sf	--	--	--	--	--	--	3	4
Bufferyard Landscaping - Section 8.04.060 (if appl.)										
Bufferyard Landscape Required, Medium Level					26		6		3	
Minus < 20` Landscape Credit Trees Counted	--	--	--	--	--	--	--	--	--	--
Minus 20'+ Landscape Credit Trees Counted x 2	--	--	--	--	--	--	--	--	--	--
Total	--	--	--	--	26	26	6	6	3	3
Screening – Section 8.04.060 (if appl.)										
Total										
Grand Total	5,991 sf	21,112 sf	15	34	43	57	--	--	21	22

CITY OF GEORGETOWN LANDSCAPE PLAN NOTES

1. The Conventional System for irrigation has been selected for this development.
2. A separate irrigation plan will be provided at the time of application for a building permit and is included in these documents.
3. Maintenance: The current owner and subsequent owners of the landscaped property, or the manger or agent of the owner, shall be responsible for the maintenance of all landscaped areas and materials, required buffer yard areas and materials and required screening materials. Said areas must be maintained so as to present a healthy, neat and orderly appearance at all times and shall be kept free of refuse and debris. Maintenance will include replacement of all dead plant material if that material was used to meet the requirements of the UDC. All such plants shall be replaced within six (6) months of notification, or by the next planting season whichever comes first. A property / homeowners association may assume responsibility for maintenance of common areas.
4. This Landscape Plan has been prepared and certified by a Landscape Architect to meet all requirements (Chapter 8) of the City of Georgetown Unified Development Code.
5. All plant selections have been chosen from the City of Georgetown Preferred Plant List.
6. No more than 25% of plantings have been selected from any one species.
7. At least 50% of the required plant materials are low water users as identified on the preferred plant list.

ADDITIONAL NOTES

1. No new shade trees are to be planted under overhead electric lines.
2. No parking stall is to be located more than 50' from the trunk of a tree.
3. The Planning Department and the Urban Forester shall, at time of final inspection, inspect all projects to ensure compliance with the approved Landscape Plan prior to issuance of a certificate of occupancy. With this inspection, the Urban Forester or the Director may reject any tree or vegetation that does not reflect the approved plans or does not meet the requirements of this chapter and require replacement plantings.
   Upon the installation of trees, the owner or landscape architect shall notify the Urban Forester that the work is ready for final inspection. If faulty work or substandard plant material is found, the owner shall be notified of the necessary changes.
4. Provide bubblers to all proposed trees.
5. Run irrigation sleeves to all islands and beds prior to concrete pour.
6. Contractor is responsible for verifying all plant and material quantities.

Preparer's Seal and Statement of Compliance as follows (unless exempt per Section 8.05.020.B):

I, Will Blair, hereby certify that this Landscape Plan complies with the requirements of Chapter 8 of the Unified Development Code.

William S. Blair 12/6/2024

William S. Blair

LANDSCAPE PLAN
(2 OF 2)

SHEET 26 OF 27

Rev	Description	Date
		1125

Consultant Seal

Company Name and Address
William S. Blair
info@BlairLA.com
www.BlairLA.com
2026 E Ben White Blvd
#240-7873
Austin TX 78741

BLAIR LANDSCAPE ARCHITECTURE, LLC
QUALITY. INTEGRITY. RELIABILITY.

William S. Blair
July 16, 2026

Project Name and Address
Pro Glass
2303 S. Austin Ave. &
211 24th St. & 209 24th St.
Georgetown, Texas

Sheet Title
Landscape Plan

Design By: Will Blair
Checked By: xxxx
Issue Date: 12/06/2024
Project Number: 24058-LP

L2
OF 3

will blair 7/16/2026 7:03 PM d:\bla dropbox\projects\pro glass, georgetown_ nick sandlin, shane pope\pro glass, georgetown\pro glass, georgetown.dwg

Pro-Glass (2303 S Austin Ave & 211 W 24th St) 2026-13-SUP

September 15, 2026 | Planning and Zoning Commission

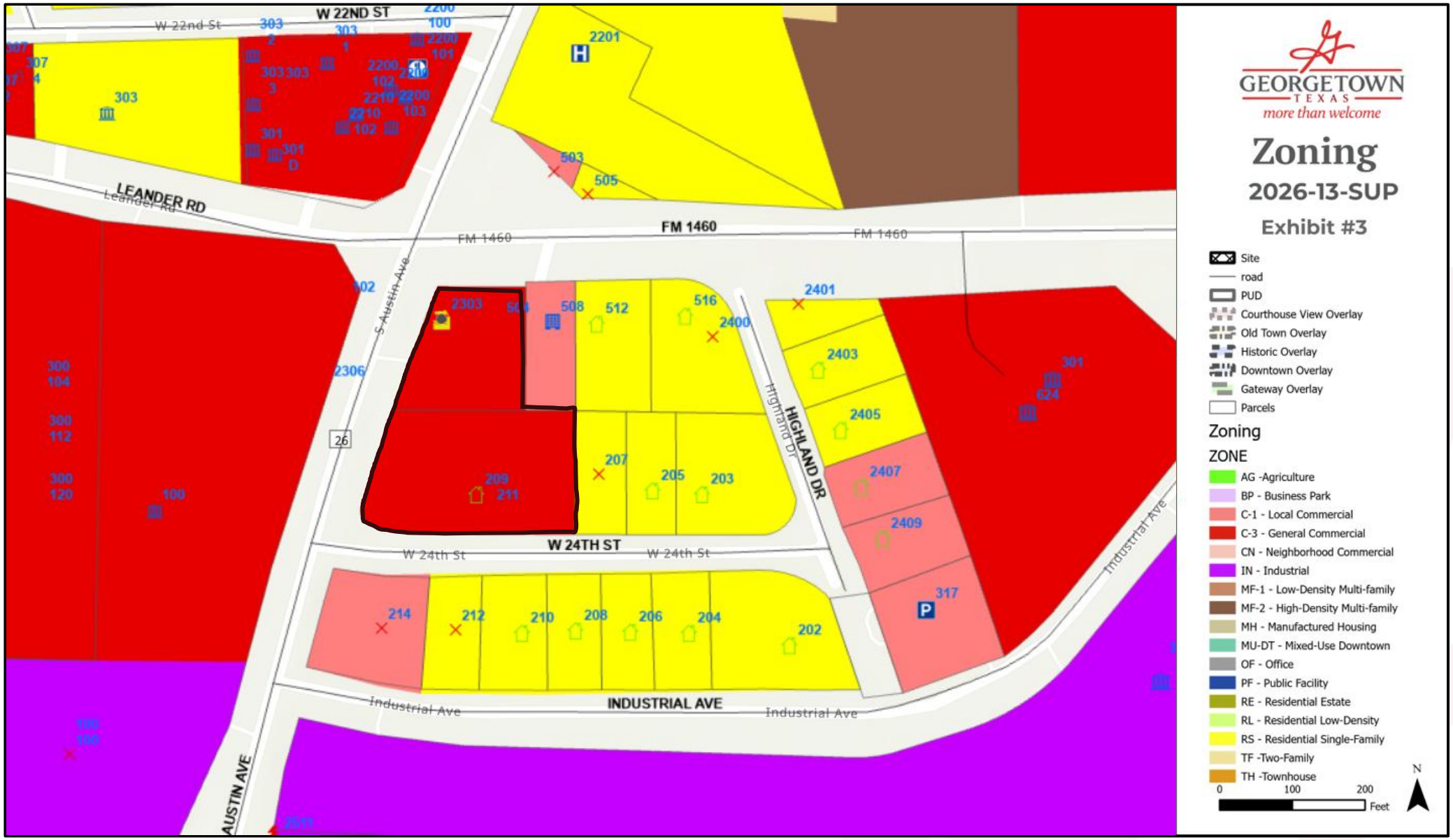
GEORGETOWN TEXAS

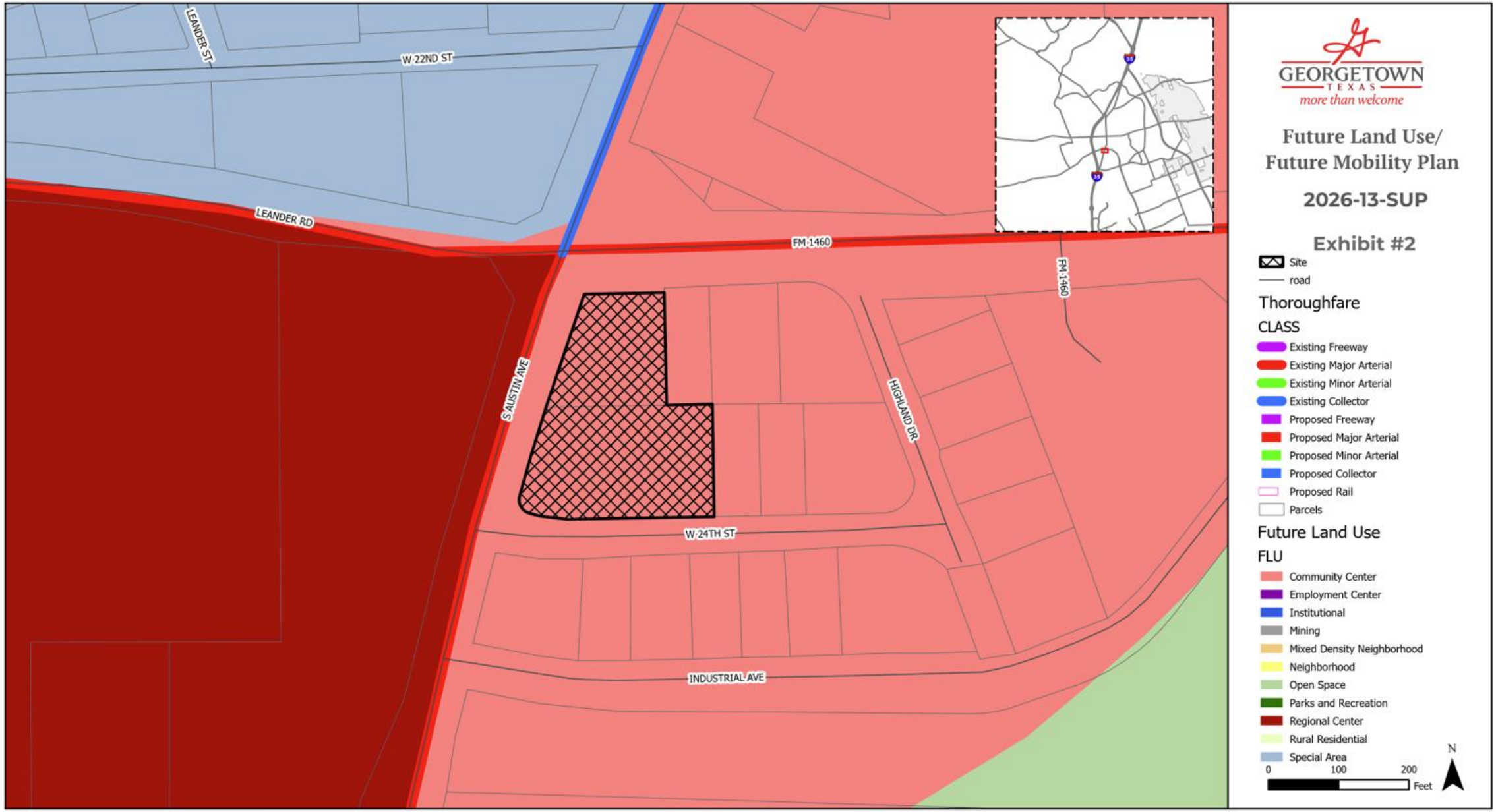
Item Under Consideration

2026-13-SUP

- Public Hearing and possible action on a request for a Special Use Permit (SUP) for the specific use of Automobile Repair and Service, General, in the General Commercial [C3] zoning district for the property located at 2303 S Austin Ave, bearing the legal description of 0.95 Acres, Lot 7A, Block 1, Highland Park (BLK 1 LTS 7 & 8 AMD) (2026-13-SUP) -- Hunter Gould, Planner


Gas Station
Animal Hospital
FM 1460
Building Supply Store
Austin Ave
LEANDER ST
W 22ND ST
S AUSTIN AVE
LEANDER RD
FM 1460
W 24TH ST
HIGHLAND DR
INDUSTRIAL AVE
GEORGETOWN
TEXAS
more than welcome
Aerial
2026-13-SUP
SUP
N
0
100
200
Feet


W 22ND ST
W 22nd St
LEANDER RD
Leander Rd
FM 1460
S Austin Ave
HIGHLAND DR
Highland Dr
W 24TH ST
W 24th St
INDUSTRIAL AVE
Industrial Ave
AUSTIN AVE
26
GEORGETOWN
TEXAS
more than welcome
Zoning
2026-13-SUP
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
0
100
200
Feet
N


LEANDER ST
W 22ND ST
LEANDER RD
FM 1460
FM 1460
S AUSTIN AVE
HIGHLAND DR
W 24TH ST
INDUSTRIAL AVE
GEORGETOWN
TEXAS
more than welcome
Future Land Use/
Future Mobility Plan
2026-13-SUP
Exhibit #2
Site
road
Thoroughfare
CLASS
Existing Freeway
Existing Major Arterial
Existing Minor Arterial
Existing Collector
Proposed Freeway
Proposed Major Arterial
Proposed Minor Arterial
Proposed Collector
Proposed Rail
Parcels
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
N
0
100
200
Feet

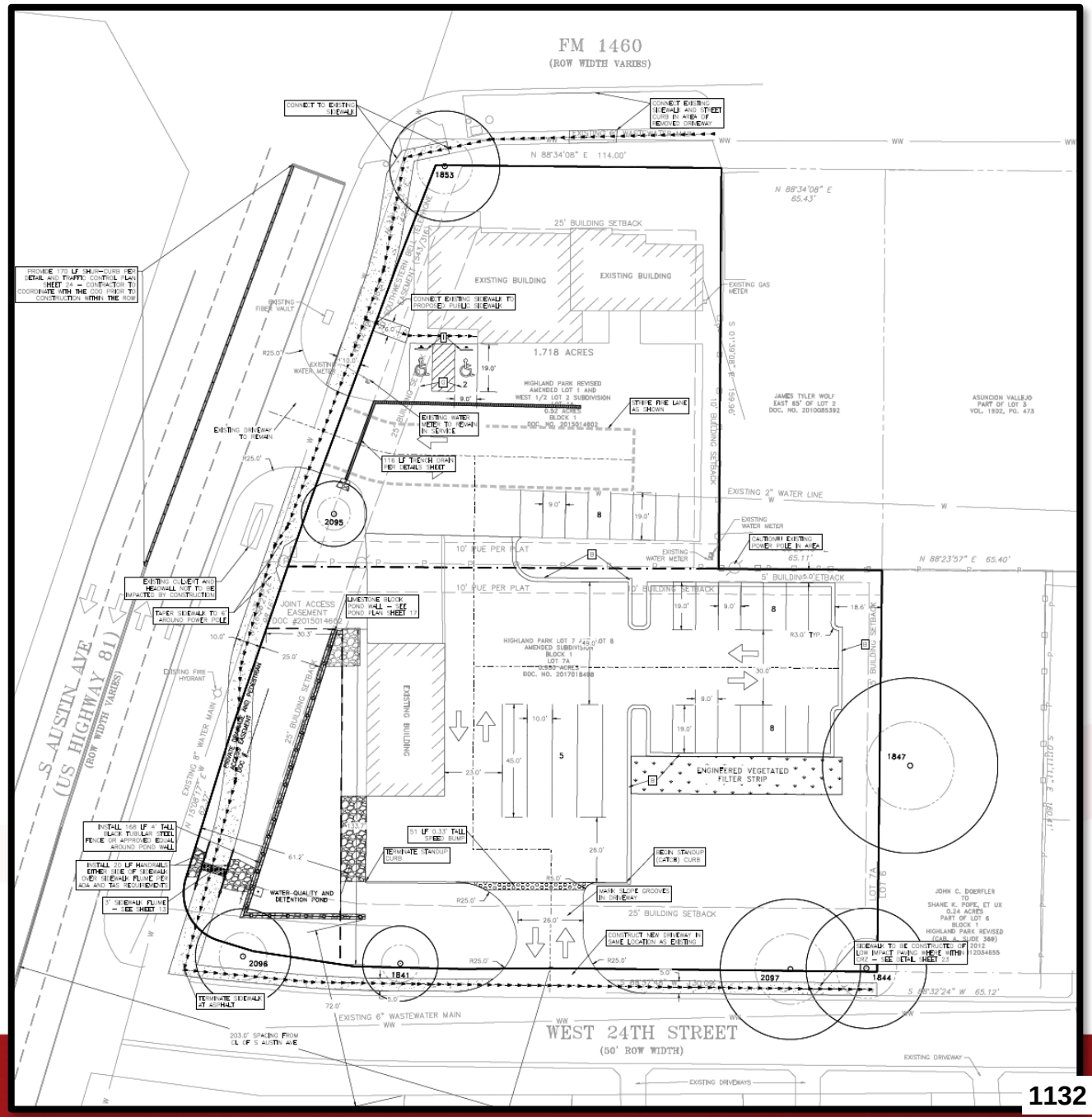
Summary of Request

- The Automobile Repair and Services, General use of the property is considered legally nonconforming, and the applicant would like to eliminate the nonconformity by obtaining a Special Use Permit



Conceptual Plan





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		

Staff Recommendation

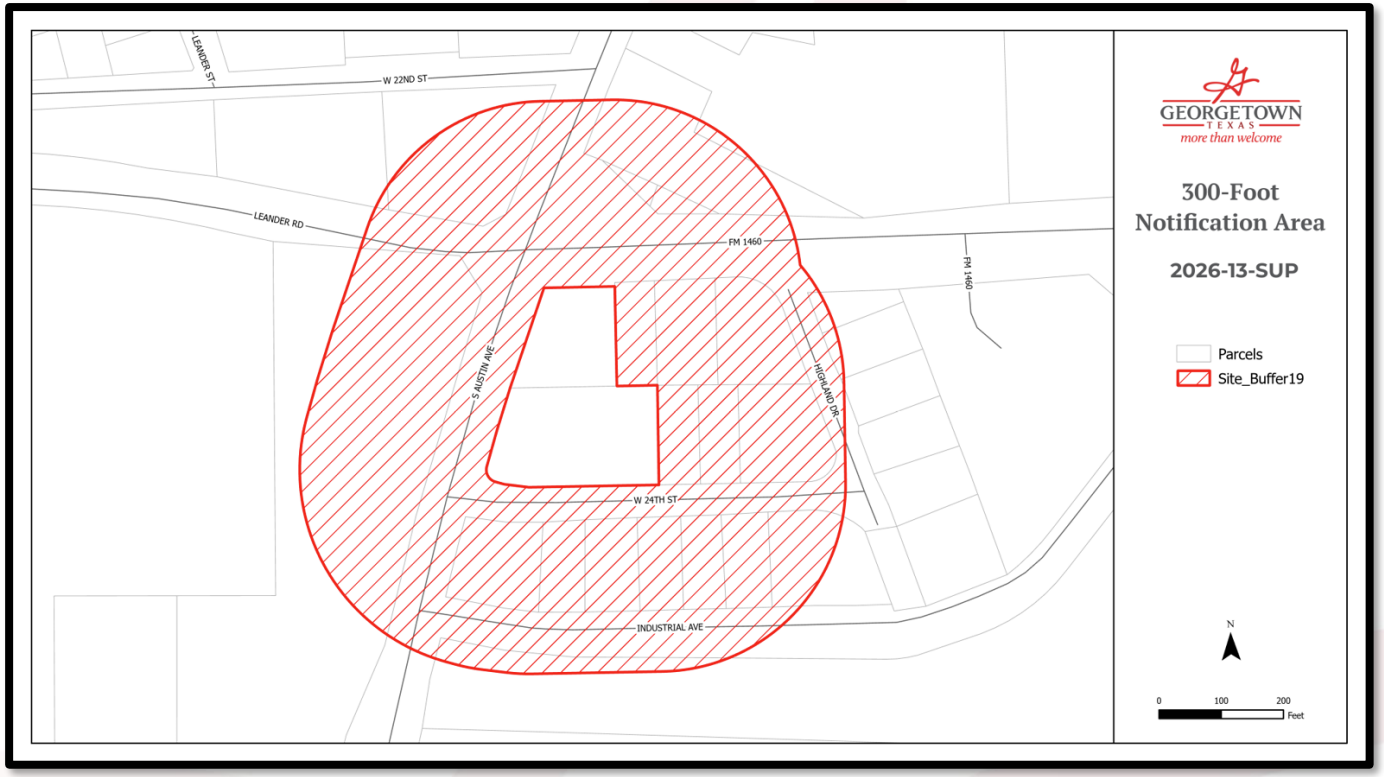
Staff recommend *approval* of the request as presented by the applicant

P&Z Recommendation

At their September 15th meeting, P&Z recommended *approval with conditions (7-0)* of the request, with the condition that the automotive repairs only take place inside of the building, and that the paved area within the property zoned RS be removed.

Public Notifications

- 25 property owners within the 300' buffer
- Notice in Sun News on August 30, 2026
- Three signs posted on the property
- To date, staff has received:
  - One written comment IN FAVOR
  - One written comment OPPOSED



Summary

- Public Hearing and possible action on a request for a Special Use Permit (SUP) for the specific use of Automobile Repair and Service, General, in the General Commercial [C3] zoning district for the property located at 2303 S Austin Ave, bearing the legal description of 0.95 Acres, Lot 7A, Block 1, Highland Park (BLK 1 LTS 7 & 8 AMD) (2026-13-SUP) -- Hunter Gould, Planner

Planning Department Staff Report

Report Date: 9/11/2026

Case Number: 2026-13-SUP

AGENDA ITEM DESCRIPTION

Public Hearing and possible action on a request for a Special Use Permit (SUP) for the specific use of Automobile Repair and Services, General in the General Commercial (C-3) Zoning District for the property located at 2303 Austin Ave S, Georgetown, TX 78626 & 211 24th St W, Georgetown, TX 78626, bearing the legal descriptions of HIGHLAND PARK REVISED (BLK 1 LT 1 & 2 W/PT AMD), BLOCK 1, Lot 1A, ACRES 0.52 and HIGHLAND PARK (BLK 1 LTS 7 & 8 AMD), BLOCK 1, Lot 7A, ACRES 0.95

AGENDA ITEM DETAILS

Project Name: Pro-Glass SUP

Applicant: Sandlin Services, c/o Nicholas Sandlin

Property Owner: Pro Glass, c/o Shane Pope

Property Addresses: 2303 AUSTIN AVE S, GEORGETOWN, TX 78626, & 211 24TH ST W, GEORGETOWN, TX 78626

Legal Descriptions:

- R539124: HIGHLAND PARK REVISED (BLK 1 LT 1 & 2 W/PT AMD), BLOCK 1, Lot 1A, ACRES 0.52
- R559138: HIGHLAND PARK (BLK 1 LTS 7 & 8 AMD), BLOCK 1, Lot 7A, ACRES 0.95

Current Zoning: General Commercial (C3)

Current Use: Automobile Repair & Service, General

APPLICANT'S REQUEST

The applicant is requesting a Special Use Permit (SUP) for the Automobile Repair & Service, General use within the General Commercial Zoning District (C3)

RECOMMENDATION

Staff recommend approval of the request.

PROPERTY CONTEXT

Neighborhood Character:

The subject property is located on the southeast corner of an active intersection – with Austin Ave (minor arterial) to the West and FM 1460 (major arterial) to the North. The northwest corner of the intersection features a gas station, convenience store and restaurants. The northeast corner is occupied by an animal hospital, and the southwest corner includes a building supply store.

The neighboring properties to the East and South make up a small, historic residential single-family neighborhood consisting of medium to low-priority historic residences as identified on the 2016 Historic Resources Survey. The neighborhood is enveloped by industrial and commercial districts.

Zoning Trends:
The subject property has a Community Center Future Land Use and is currently zoned General Commercial. It is subject to the Urban Gateway Image Corridor as designated in the 2030 Comprehensive Plan. The subject property was rezoned in March 2026 from Local Commercial (C1) and Neighborhood Commercial (CN) to General Commercial (C3).

Present Property Description:
The property is located on the corner of South Austin Avenue and FM 1460. The property features several existing commercial buildings, and associated parking areas.

STAFF ANALYSIS

Technical Review:
The property is zoned General Commercial (C-3). The General Commercial District (C-3) is intended to provide a location for general commercial and retail activities that serve the entire community and its visitors. Uses may be large in scale and generate substantial traffic, making the C-3 District only appropriate along freeways and major arterials.

While this is a business that has existed since 1998, the owner would like to expand the parking area for the establishment into another lot without expanding the nonconforming status of the use. The proposed parking area has already been constructed by the owner, but still requires additional site features like parking space striping, landscaping, etc. Thus, to ensure compliance with the requirements of the Unified Development Code, this special use permit is requested by the property owner.

The future land use for the property is Community Center. Community Centers are often located near single-family detached residential areas. Unlike larger shopping centers that may attract regional customers, Community Center developments primarily provide services for residents of surrounding neighborhoods. These developments provide local retail, professional office, and service-oriented businesses that serve the residents of Georgetown in one area.

The proposed Special Use Permit request was reviewed by all applicable City Departments to determine the appropriateness of the requested specific use on the subject property. All comments were resolved by the applicant. No other city departments provided comments on the request.

Staff has reviewed the request and determined that the proposed request does not comply with one and partially complies with three of the four approval criteria established in UDC Section 3.07.030.C for a Special Use Permit.

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 Special Use Permit request (25 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (August 30, 2026) and three 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 – Concept Plan
Exhibit 5 – Letter of Intent
Exhibit 6 – Criteria Analysis

SUBMITTED BY

Hunter Gould, Planner



GEORGETOWN
TEXAS
more than welcome

Location

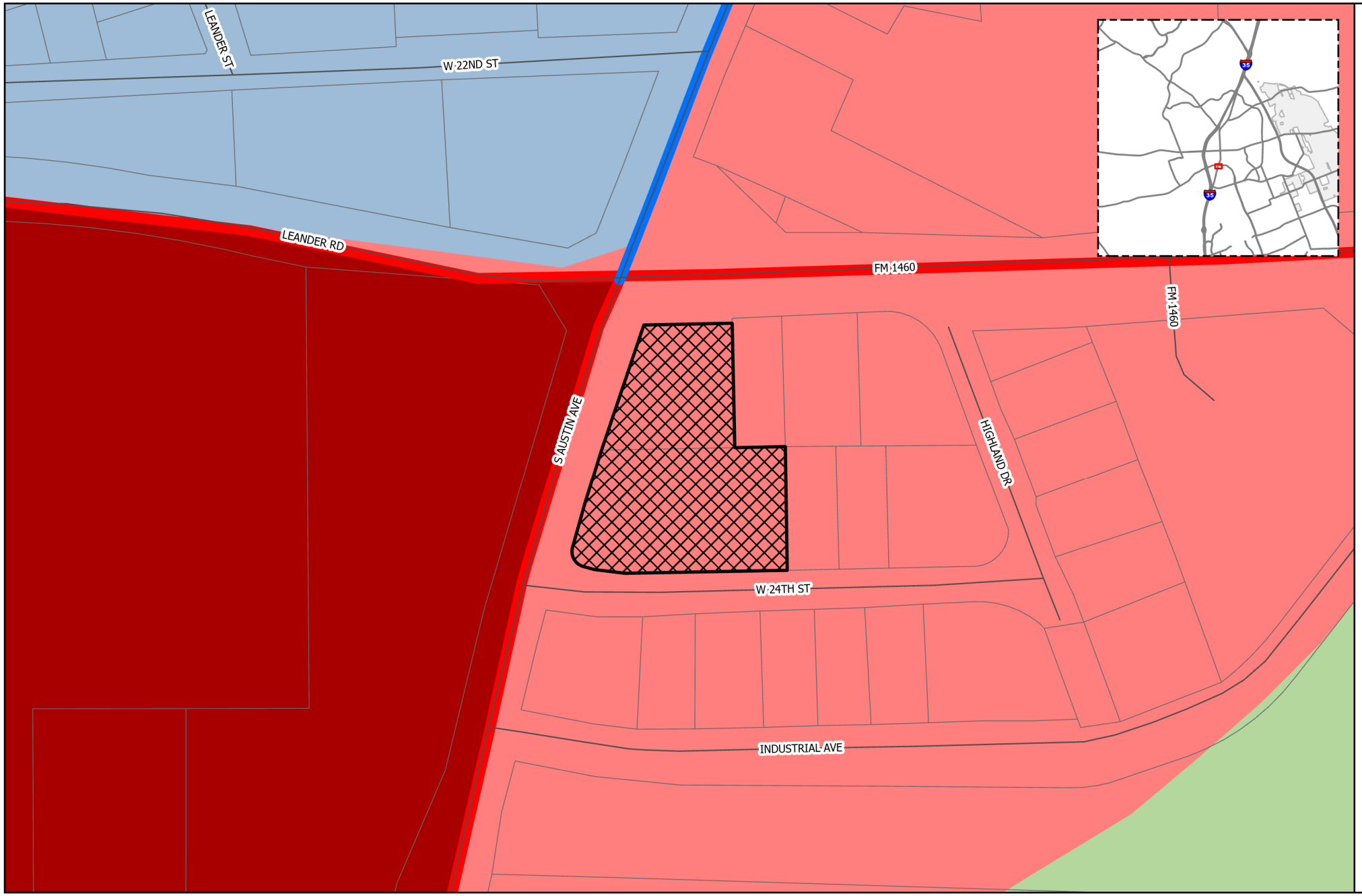
2026-13-SUP

Exhibit #1

Site
Parcels

N

0 100 200
Feet



GEORGETOWN TEXAS
more than welcome

Future Land Use/ Future Mobility Plan

2026-13-SUP

Exhibit #2

- Site
- road

Thoroughfare

CLASS

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail
- Parcels

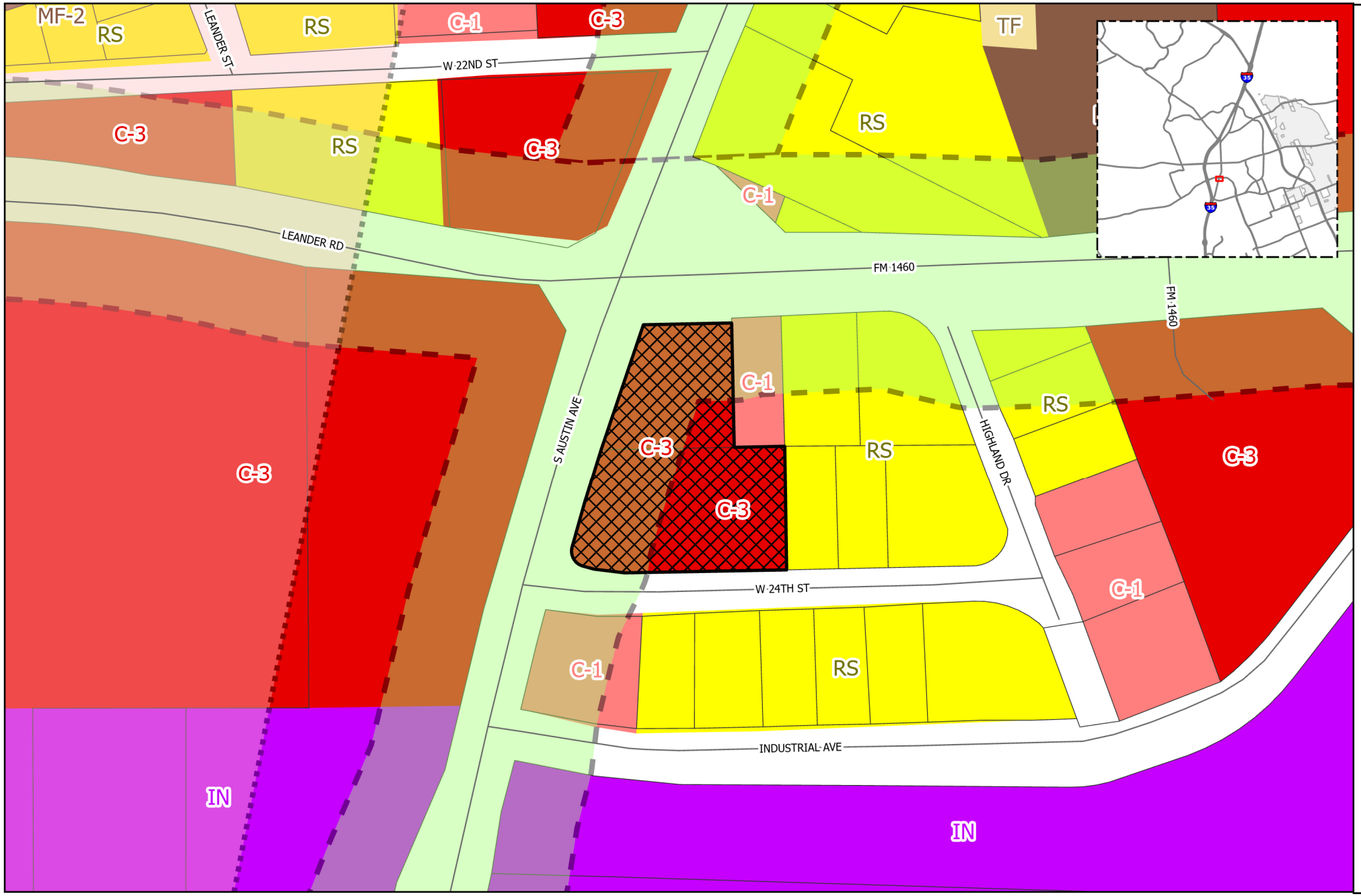
Future Land Use

FLU

- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

N

0 100 200 Feet



GEORGETOWN
TEXAS
more than welcome

Zoning

2026-13-SUP

Exhibit #3

- Site
- road
- PUD
- Courthouse View Overlay
- Old Town Overlay
- Historic Overlay
- Downtown Overlay
- Gateway Overlay
- Parcels

Zoning

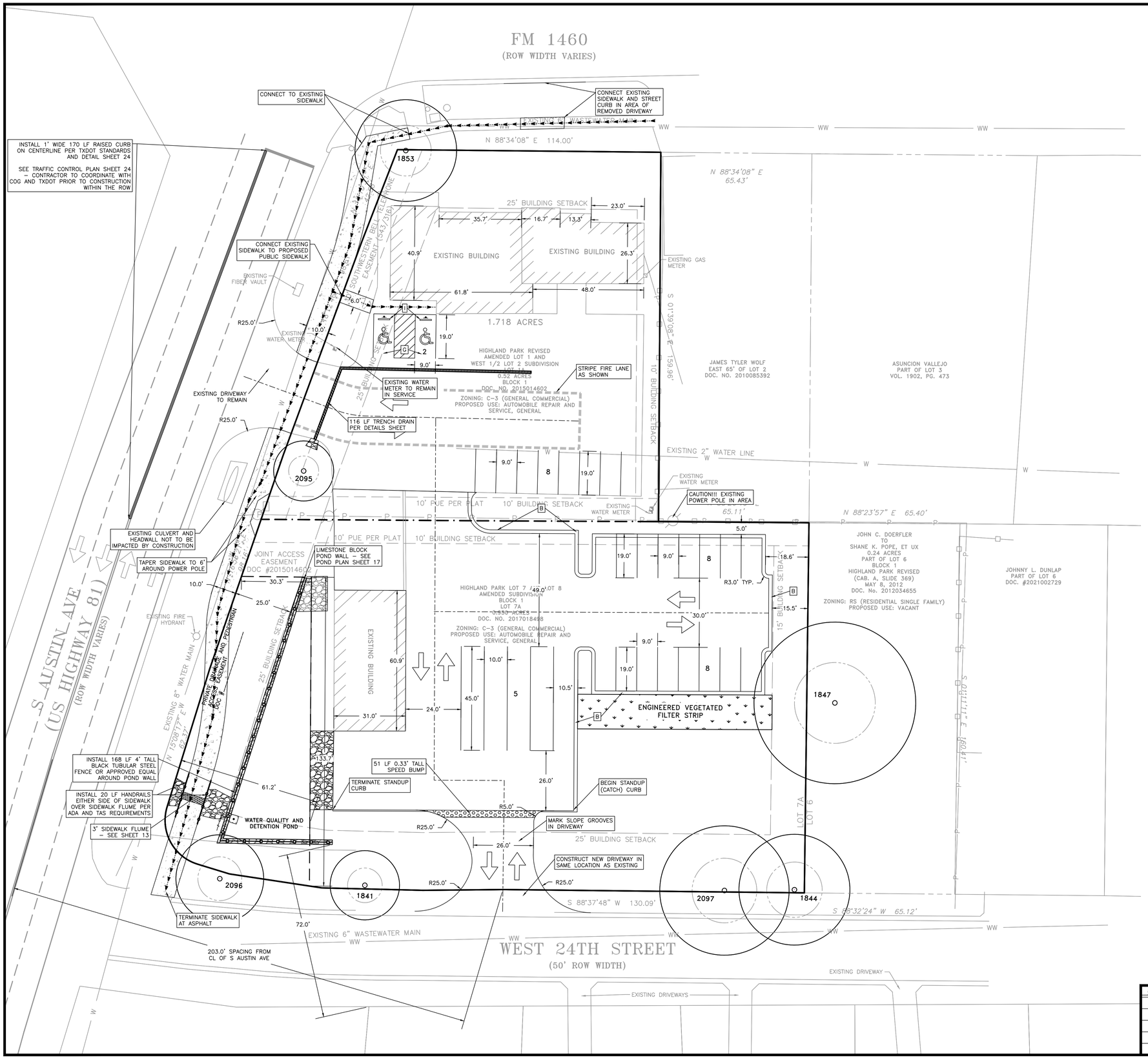
ZONE

- 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

0 100 200 Feet

N

G:\Shared drives\Sandlin Services LLC\Sandlin Services Projects\Land Development Division\01-0148-001 Pro Glass Georgetown\CAD\Construction Sheets\S PGG SITE.dwg-SITE PLAN Plotted Jul 17, 2026 at 8:10am by Engineer | Last Saved by: Engineer



0 10' 20' 40'
SCALE: 1" = 20'

IF DRAWING BAR DOES NOT MEASURE 2" THIS PRINT IS NOT TO SCALE

NOTES

1. ALL LIGHTING FIXTURES SHALL BE DESIGNED TO COMPLETELY CONCEAL AND FULL SHIELD. WITHIN AN OPAQUE HOUSING, THE LIGHT SOURCE FROM VISIBILITY FROM ANY STREET RIGHT–OF–WAY. THE CONE OF LIGHT SHALL NOT CROSS ANY ADJACENT PROPERTY LINE. THE ILLUMINATION SHALL NOT EXCEED 2 FOOT CANDLES AT A HEIGHT OF THREE FEET AT THE PROPERTY LINE. ONLY INCANDESCENT, FLUORESCENT. COLOR–CORRECTED HIGH–PRESSURE SODIUM OR METAL HALIDE MAY BE USED. ALL VEHICLE OR PEDESTRIAN ACCESS SHALL BE SUFFICIENTLY LIGHTED TO ENSURE SECURITY OF PROPERTY AND PERSONS.
2. ALL ROOF, WALL AND GROUND MOUNTED MECHANICAL EQUIPMENT MUST BE SCREENED IN ACCORDANCE WITH CHAPTER 8 OF THE UDC. IF ROOF AND WALL MOUNTED EQUIPMENT OF ANY TYPE INCLUDING DUCT WORK AND LARGE VENTS IS PROPOSED IT SHALL BE SHOWN ON THE SITE PLAN AND SCREENING IDENTIFIED. SCREENING OF MECHANICAL EQUIPMENT SHALL RESULT IN THE MECHANICAL EQUIPMENT BLENDING IN WITH THE PRIMARY BUILDING AND NOT APPEARING SEPARATE FROM THE BUILDING AND SHALL BE SCREENED FROM VIEW OF ANY RIGHTS–OF–WAY OR ADJOINING PROPERTIES.
3. PER CHAPTER 8, THE DUMPSTER ENCLOSURES MUST BE ONE (1) FOOT ABOVE THE HEIGHT OF THE WASTE CONTAINER. USE PROTECTIVE POLES IN CORNERS AND AT IMPACT AREAS. FENCE POSTS SHALL BE OF RUST PROTECTED METAL OR CONCRETE. A MINIMUM 6" SLAB IS REQUIRED AND MUST BE SLOPED TO DRAIN; THE ENCLOSURE MUST HAVE STEEL FRAMED GATES WITH SPRING LOADED HINGES AND FASTENERS TO KEEP CLOSED. SCREENING MUST BE ON ALL FOUR SIDES BY MASONRY WALL OR APPROVED FENCE OR SCREENING WITH OPAQUE GATES.
4. ROLLOUT BINS ARE TO BE UTILIZED ON THIS SITE.
5. ALL CURB IS LAYDOWN UNLESS OTHERWISE NOTED.
6. ALL UTILITY SERVICES ARE EXISTING AND NOT PROPOSED WITH THESE PLANS.
7. SPEED LIMIT OF S AUSTIN AVE: 40 MPH

SITE DATA	
	PROPOSED
TOTAL SITE AREA	64,384 SF = 1.48 AC
EXISTING ZONING SETBACKS	C–3 (GENERAL COMMERCIAL) STREET YARD – 25 FT MIN FRONT – 25 FT MIN SIDE – 10/15 FT MIN REAR – 10 FT MIN
EXISTING IMPERVIOUS COVER	23,885 SF = 0.55 AC = 37.1%
PROPOSED IMPERVIOUS COVER	36,272 SF = 0.83 AC = 56.3%
MAXIMUM IMPERVIOUS COVER	45,069 SF = 1.03 AC = 70.0%
BUILDING HEIGHT	1 STORY – SEE ARCH. PLANS BY OTHERS
FOUNDATION TYPE	CONCRETE SLAB

PARKING TABLE	
TOTAL BUILDING AREA	5,947 SF
PARKING RATIO – "AUTOMOTIVE SERVICES"	1 SPACE:400 SF + 1 SPACE/1000 SF STORAGE
PARKING REQUIRED	5,947 SF / 400 = 15 SPACES
PARKING PROVIDED	31 SPACES INCLUDING 2 ADA (1 VAN)

THESE PLANS ARE RELEASED UNDER THE AUTHORITY OF NICHOLAS R. SANDLIN, P.E., TBPELS#124404, FOR THE PURPOSES OF REVIEW AND ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO APPROVAL BY THE APPLICABLE GOVERNMENT AUTHORITIES

THIS PLAN SET FOR REVIEW ONLY NOT FOR CONSTRUCTION

SITE PLAN LEGEND

- PROPOSED PROPERTY/ PROJECT BOUNDARY LINE
- EXISTING R.O.W./PROPERTY LINE
- EXISTING EASEMENT LINE
- FIRE LANE
- PROPOSED CURB & GUTTER
- STREET CENTERLINE
- 4' FENCE
- STRUCTURAL RETAINING WALL (BY OTHERS)
- PROPOSED CONCRETE SIDEWALK
- (R) PROPOSED PARKING SPACES
- (T) TRANSFORMER PAD
- SITE WALLS
- TAS ACCESSIBLE ROUTE
  TAS ACCESSIBLE ROUTES MAY NOT EXCEED A CROSS SLOPE OF 1:50 (2%) OR EXCEED A RUNNING SLOPE OF 1:20 (5%) UNLESS DESIGNED AS A RAMP. THE MAXIMUM RUNNING SLOPE OF A RAMP IN NEW CONSTRUCTION IS 1:12 (8.33%). THE MAXIMUM RISE FOR ANY RAMP RUN IS 30 INCHES. REFER TO GRADING SHEET(S).
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- FITTINGS AS NOTED
- FLOW ARROW
- GATE VALVE AS NOTED
- WW CLEAN OUT
- BFP BACK FLOW PREVENTER
- EX. UTILITY POLE

SITE LEGEND

A	6" CURB & GUTTER. SEE DETAIL SHEET.
B	RIBBON CURB. SEE DETAIL SHEET.
C	CASTELLATED CURB. SEE DETAIL SHEET.
D	STANDARD CITY TYPE II DRIVEWAY. SEE DETAIL SHEET
E	CONCRETE SIDEWALK. SEE DETAIL SHEET.
F	PEDESTRIAN CROSSWALK.
G	HANDICAP SPACE W/SIGN. SEE DETAIL SHEET.
H	PEDESTRIAN ADA RAMP OR AT GRADE ADA DOME PAVERS. SEE DETAIL SHEET.
I	CONCRETE WHEEL STOP. SEE DETAIL SHEET.
J	STANDARD CITY BIKE RACK. SEE DETAIL SHEET.
K	DUMPSTER ENCLOSURE WITH CONCRETE PAD PER GEOTECHNICAL REPORT AND CITY STANDARDS

811 TEXAS 811.ORG DIG SAFE BEFORE YOU DIG

WARNING !!!! CONTRACTOR TO FIELD VERIFY ALL EXIST. UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION. THE CONTRACTOR IS TO CONTACT ENGINEER IF ANY EXISTING UTILITY INFORMATION DIFFERS FROM DATA SHOWN IN THE PLANS. CALL 811 BEFORE YOU DIG.

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SANDLIN
SERVICES, LLC
TBPELS FIRM #21356
9111 JOLLYVILLE RD. STE 212 AUSTIN, TX 78759

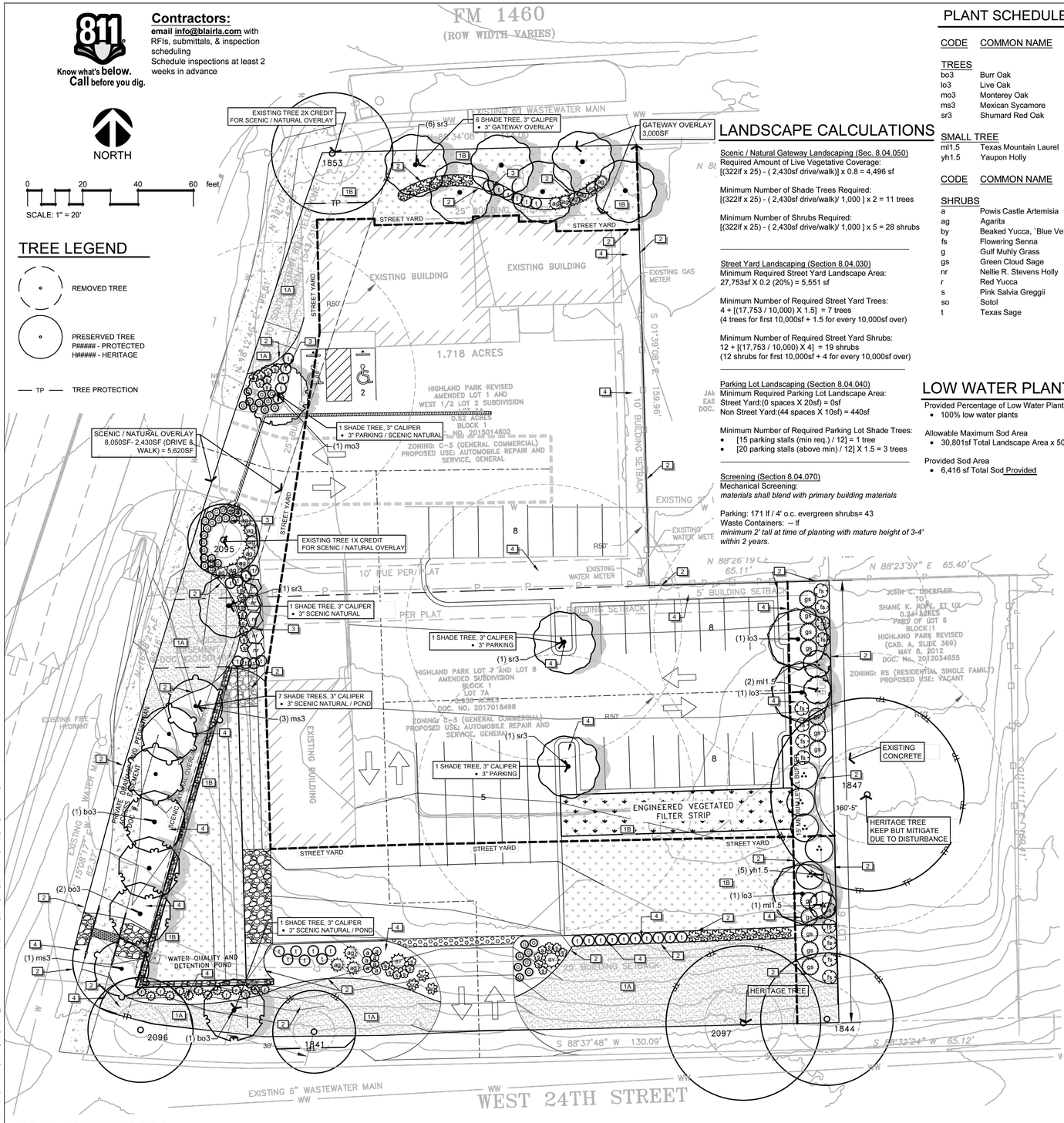
SITE PLAN

PROJECT CASE: 2025-7-SDP
PRO GLASS GEORGETOWN

#	REVISION DESCRIPTION	SIGNATURE	DATE

Contractors:
email info@blairla.com with RFIs, submittals, & inspection scheduling
Schedule inspections at least 2 weeks in advance

811 Know what's below. Call before you dig.



TREE LEGEND

- REMOVED TREE
- PRESERVED TREE
  P##### - PROTECTED
  H###### - HERITAGE
- TP — TREE PROTECTION

LANDSCAPE CALCULATIONS

Scenic / Natural Gateway Landscaping (Sec. 8.04.050)
Required Amount of Live Vegetative Coverage:
[(322lf x 25) - (2,430sf drive/walk)] x 0.8 = 4,496 sf

Minimum Number of Shade Trees Required:
[(322lf x 25) - (2,430sf drive/walk)/ 1,000] x 2 = 11 trees

Minimum Number of Shrubs Required:
[(322lf x 25) - (2,430sf drive/walk)/ 1,000] x 5 = 28 shrubs

Street Yard Landscaping (Section 8.04.030)
Minimum Required Street Yard Landscape Area:
27,753sf X 0.2 (20%) = 5,551 sf

Minimum Number of Required Street Yard Trees:
4 + [(17,753 / 10,000) X 1.5] = 7 trees
(4 trees for first 10,000sf + 1.5 for every 10,000sf over)

Minimum Number of Required Street Yard Shrubs:
12 + [(17,753 / 10,000) X 4] = 19 shrubs
(12 shrubs for first 10,000sf + 4 for every 10,000sf over)

Parking Lot Landscaping (Section 8.04.040)
Minimum Required Parking Lot Landscape Area:
Street Yard:(0 spaces X 20sf) = 0sf
Non Street Yard:(44 spaces X 10sf) = 440sf

Minimum Number of Required Parking Lot Shade Trees:
- [15 parking stalls (min req.) / 12] = 1 tree
- [20 parking stalls (above min) / 12] X 1.5 = 3 trees

Screening (Section 8.04.070)
Mechanical Screening:
materials shall blend with primary building materials

Parking: 171 lf / 4' o.c. evergreen shrubs= 43
Waste Containers: -- lf
minimum 2' tall at time of planting with mature height of 3-4' within 2 years.

LOW WATER PLANTS / SOD AREA

Provided Percentage of Low Water Plants
- 100% low water plants

Allowable Maximum Sod Area
- 30,801sf Total Landscape Area x 50% = 15,400sf Allowed

Provided Sod Area
- 6,416 sf Total Sod Provided

PLANT SCHEDULE

CODE	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	QTY	WATER USE	MATURE HEIGHT	SEASON
TREES									
bo3	Burr Oak	Quercus macrocarpa	65 gallon min.	3"Cal	8'-10` H min.	4	Low	25 - 40ft. ht.	Deciduous
lo3	Live Oak	Quercus virginiana	65 gallon min.	3"Cal	6` H min	3	Low	25 - 40ft. ht.	Evergreen
mo3	Monterey Oak	Quercus polymorpha `Monterey`	65 gallon min.	3" Cal	8'-10` H min.	1	Low	25 - 40ft. ht.	Evergreen, Semi-deciduous
ms3	Mexican Sycamore	Platanus mexicana	65 gallon min.	3"Cal	8'-10` H min.	4	Medium	25 - 40ft. ht.	Deciduous
sr3	Shumard Red Oak	Quercus shumardii	65 gallon min.	3"Cal	8'-10` H min.	9	Low	25 - 40ft. ht.	Deciduous
SMALL TREE									
ml1.5	Texas Mountain Laurel	Sophora secundiflora	15 gal	1.5"Cal	6` H min	3	Low - Medium	15 - 25ft. ht.	Evergreen
yh1.5	Yaupon Holly	Ilex vomitoria	15 gal	1.5"Cal	6` H min	5	Low - Medium	< - ft. ht.	Evergreen

CODE	COMMON NAME	BOTANICAL NAME	CONT	SIZE	QTY	WATER USE	MATURE HEIGHT	SEASON
SHRUBS								
a	Powis Castle Artemisia	Artemisia x `Powis Castle`	5 gal	24" H min at time of install	7	Low	18 - 36in. ht.	Evergreen
ag	Agarita	Berberis trifoliata	5 gal	24" H min at time of install	16	Very low	18 - 36in. ht.	Evergreen
by	Beaked Yucca, `Blue Velvet`	Yucca rostrata `Blue Velvet`	5 gal	24" H min at time of install	2	Very low	3 - 6ft. ht.	Evergreen
fs	Flowering Senna	Cassia corymbosa	5 gal	24" H min at time of install	13	Low	6 - ft. ht.	Evergreen, Semi-deciduous
g	Gulf Muhly Grass	Muhlenbergia capillaris `Autumn Blush`	5 gal	24" H min at time of install	38	Low - Medium	18 - 36in. ht.	Semi-deciduous
gs	Green Cloud Sage	Leucophyllum frutescens `Green Cloud` TM	5 gal	24" H min at time of install	12	Low - Medium	6 - 10ft. ht.	Evergreen, Semi-deciduous
nr	Nellie R. Stevens Holly	Ilex x `Nellie R Stevens`	5 gal	24" H min at time of install	5	Low - Medium	15 - 25ft. ht.	Evergreen
r	Red Yucca	Hesperaloe parviflora	5 gal	24" H min at time of install	14	Very low - Low	3 - 6ft. ht.	Evergreen
s	Pink Salvia Greggii	Salvia greggii `Pink`	5 gal	24" H min at time of install	28	Low	18 - 36in. ht.	Evergreen, Semi-deciduous
so	Sotol	Dasylirion texanum	5 gal	24" H min at time of install	19	Low	3 - 6ft. ht.	Evergreen
t	Texas Sage	Leucophyllum frutescens	5 gal	24" H min at time of install	36	Low	3 - 6ft. ht.	Evergreen

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY
	1A	Lawn, Bermuda "Tif 419" Sod. Provide spray irrigation. Temporary irrigation only within septic fields or Right of Way (R.O.W.). Pre emergent weed treatment recommended.	6,416 sf
	1B	Lawn, Native Grass 609S Seed Mix. Upland Species, Shade-Dappeled Light Mix by C.O.A. 609S standards where existing is disturbed. Mix listed on spec sheet. Hydromulch w/tackifier agent. Temporary irrigation. Available through www.seedsource.com.	10,237 sf
	2	Steel edge, 3/16" x 4"landscape edging as manufactured by Ryerson, or equal, dark green and furnished with steel stakes. Install edging in smooth curves free of kinks. Final height of edging to be 1" above height of soil mat of sod.	
	3	Mulch, Native Hardwood. 3" deep with drip irrigation. Ensure that drip line is placed above rootballs.	
	4	River Cobble, "Brazos Brown" aka "Cafe". 3-4" size. 3" deep, weed barrier cloth beneath. If used in areas near plants provide irrigation bubblers to plants and use the following bed prep: 6" of "Growers Mix" soil (40% compost, 40% loam, 10% sand) tilled into existing soil in all areas of the bed. Pocket planting acceptable where plant material is not massed or limestone is present.	

SITE PLAN LEGEND

- PROPOSED PROPERTY/ PROJECT BOUNDARY LINE
- EXISTING R.O.W./PROPERTY LINE
- EXISTING EASEMENT LINE
- TP — PROPOSED TREE PROTECTION
- FIRE LANE
- PROPOSED CURB & GUTTER
- STREET CENTERLINE
- FENCE
- STRUCTURAL RETAINING WALL (BY OTHERS)
- PROPOSED CONCRETE SIDEWALK
- PROPOSED PARKING SPACES
- TRANSFORMER PAD
- SITE WALLS
- PHASING
- TAS ACCESSIBLE ROUTE
  TAS ACCESSIBLE ROUTES MAY NOT EXCEED A CROSS SLOPE OF 1:50 (2%) OR EXCEED A RUNNING SLOPE OF 1:20 (5%) UNLESS DESIGNED AS A RAMP. THE MAXIMUM RUNNING SLOPE OF A RAMP IN NEW CONSTRUCTION IS 1:12 (8.33%). THE MAXIMUM RISE FOR ANY RAMP RUN IS 30 INCHES. REFER TO GRADING SHEET(S).
- EX. WATER LINE / PR. WATER LINE
- EX. WASTEWATER / PR. FIRE LINE
- EX. STORM SEWER LINE / PR. WASTEWATER
- PR. STORM SEWER LINE
- EX. FIRE HYDRANT / PR. FIRE HYDRANT
- EX. WATER METER / PR. WATER METER
- EX. WASTEWATER MANHOLE / PR. WASTEWATER MANHOLE
- FITTINGS AS NOTED
- GATE VALVE AS NOTED / FLOW ARROW
- WW CLEAN OUT
- BFP BACK FLOW PREVENTER
- EX. UTILITY POLE

Non-Residential Landscape Planting Requirements Summary Table

	Landscape Area Required	Landscape Area Proposed	Shrubs Required	Shrubs Proposed	Evergreen Shrubs Required	Evergreen Shrubs Proposed	Evergreen Ornamental Trees Required	Evergreen Ornamental Trees Proposed	Shade Trees Required	Shade Trees Proposed
Scenic / Natural Gateway Landscaping – Section 8.04.050 (if appl.)										
Scenic / Natural Gateway Landscape Required	4,496 sf		28						11	
Minus < 20' Landscape Credit Trees Counted	--	--	--	--	--	--	--	--	-1	--
Minus 20'+ Landscape Credit Trees Counted x 2	--	--	--	--	--	--	--	--	-2	--
Total	4,496 sf	5,242 sf	28	--	--	--	--	--	9	9
Gateway Overlay District Landscaping – Section 8.04.050 (if appl.)										
Gateway Landscape Required	3,000sf		15						6	
Minus < 20' Landscape Credit Trees Counted	--	--	--	--	--	--		--	--	--
Minus 20'+ Landscape Credit Trees Counted x 2	--	--	--	--	--	--	--	--	--	--
Total	3,000sf	3,831sf	15	19	--		--		6	6
Street Yard Landscaping - Section 8.04.030										
Street Yard Landscape Required	5,551 sf		19		--		--		7	
Minus < 20' Landscape Credit Trees Counted	--	--		--		--		--	--	--
Minus 20'+ Landscape Credit Trees Counted x 2	--	--		--		--		--	--	--
Minus area or plantings that can be credited from Scenic / Natural Landscape	-4,496 sf	--	-28	--	--	--	--	--	-9	--
Total	1,055 sf	14,590 sf	0	19		--		--	0	0
Parking Lot Landscaping -Section 8.04.040										
Parking Lot Landscape Required	440 sf								4	
Minus area or plantings that can be credited towards Street Yard Landscaping	--	--	--	--	--	--	--	--	--	--
Minus < 20' Landscape Credit Trees Counted	--	--	--	--	--	--	--	--	-1	--
Minus 20'+ Landscape Credit Trees Counted x 2	--	--	--	--	--	--	--	--	--	--
Total	440 sf	1,280 sf	--	--	--	--	--	--	3	4
Bufferyard Landscaping - Section 8.04.060 (if appl.)										
Bufferyard Landscape Required, Medium Level					26		6		3	
Minus < 20' Landscape Credit Trees Counted	--	--	--	--	--	--	--	--	--	--
Minus 20'+ Landscape Credit Trees Counted x 2	--	--	--	--	--	--	--	--	--	--
Total	--	--	--	--	26	26	6	6	3	3
Screening – Section 8.04.060 (if appl.)										
Total										
Grand Total	5,991 sf	21,112 sf	15	34	43	57	--	--	21	22

CITY OF GEORGETOWN LANDSCAPE PLAN NOTES

1. The Conventional System for irrigation has been selected for this development.
2. A separate irrigation plan will be provided at the time of application for a building permit and is included in these documents.
3. Maintenance: The current owner and subsequent owners of the landscaped property, or the manger or agent of the owner, shall be responsible for the maintenance of all landscaped areas and materials, required buffer yard areas and materials and required screening materials. Said areas must be maintained so as to present a healthy, neat and orderly appearance at all times and shall be kept free of refuse and debris. Maintenance will include replacement of all dead plant material if that material was used to meet the requirements of the UDC. All such plants shall be replaced within six (6) months of notification, or by the next planting season whichever comes first. A property / homeowners association may assume responsibility for maintenance of common areas.
4. This Landscape Plan has been prepared and certified by a Landscape Architect to meet all requirements (Chapter 8) of the City of Georgetown Unified Development Code.
5. All plant selections have been chosen from the City of Georgetown Preferred Plant List.
6. No more than 25% of plantings have been selected from any one species.
7. At least 50% of the required plant materials are low water users as identified on the preferred plant list.

ADDITIONAL NOTES

1. No new shade trees are to be planted under overhead electric lines.
2. No parking stall is to be located more than 50' from the trunk of a tree.
3. The Planning Department and the Urban Forester shall, at time of final inspection, inspect all projects to ensure compliance with the approved Landscape Plan prior to issuance of a certificate of occupancy. With this inspection, the Urban Forester or the Director may reject any tree or vegetation that does not reflect the approved plans or does not meet the requirements of this chapter and require replacement plantings.
   Upon the installation of trees, the owner or landscape architect shall notify the Urban Forester that the work is ready for final inspection. If faulty work or substandard plant material is found, the owner shall be notified of the necessary changes.
4. Provide bubblers to all proposed trees.
5. Run irrigation sleeves to all islands and beds prior to concrete pour.
6. Contractor is responsible for verifying all plant and material quantities.

Preparer's Seal and Statement of Compliance as follows (unless exempt per Section 8.05.020.B):

I, Will Blair, hereby certify that this Landscape Plan complies with the requirements of Chapter 8 of the Unified Development Code.

William S. Blair 12/6/2024

William S. Blair

LANDSCAPE PLAN
(2 OF 2)

SHEET 26 OF 27

Date | Description | Rev
1147

Consultant Seal

Company Name and Address
William S. Blair
info@BlairLA.com
www.BlairLA.com
2026 E Ben White Blvd
#240-7873
Austin TX 78741

BLAIR LANDSCAPE ARCHITECTURE, LLC
QUALITY. INTEGRITY. RELIABILITY.

WILLIAM S. BLAIR 24741 REGISTERED LANDSCAPE ARCHITECT STATE OF TEXAS

William S. Blair
July 16, 2026

Project Name and Address
Pro Glass
2303 S. Austin Ave. &
211 24th St. & 209 24th St.
Georgetown, Texas

Sheet Title
Landscape Plan

Design By: Will Blair
Checked By: xxxx
Issue Date: 12/06/2024
Project Number: 24058-LP

L2
OF 3

will blair 7/16/2026 7:03 PM d:\bla dropbox\projects\pro glass, georgetown_ nick sandlin, shane pope\pro glass, georgetown\pro glass, georgetown.dwg

Sandlin Services, LLC
P: (806)679-7303
TBPELS Firm # 21356

May 29, 2026

City of Georgetown
Planning & Zoning Commission
406 W. Eighth St.
Georgetown, TX 78626

Pro Glass Georgetown Special Use Permit - Letter of Intent

Planning and Zoning Commission,

On behalf of Pro Glass, we respectfully submit this request for approval of a Special Use Permit (SUP) for Automobile Repair and Service, General for the subject properties located at 2303 S. Austin Avenue and 211 24th Street. The properties were recently rezoned to C-3 (ORD 2026-13), General Commercial, and the requested Special Use Permit is the next required entitlement step to allow the existing automobile repair and glass replacement use to operate in full compliance with the City of Georgetown Unified Development Code.

A compliant Site Development Plan (Application 2025-7-SDP) has been prepared and is in process with the City in support of this SUP. The layout identifies the existing and proposed site features required for SUP review, including driveways, parking, building locations, circulation, sidewalks, landscaping, screening, utilities, & drainage.

Background and Purpose

Pro Glass has operated continuously in Georgetown since 1998, providing automobile glass replacement, repair, and related service work to residents and businesses in the area. The use has existed at this location for more than 25 years and has functioned as a long-standing commercial business along an established commercial corridor.

The purpose of this SUP request is to bring the existing use into compliance with the current zoning framework following the recent rezoning of the property to C-3, General Commercial. The request also supports the open Site Plan Application 2025-7-SDP, which includes associated parking, paving, drainage, and water quality improvements.

Approval of the SUP will not introduce a new or incompatible land use to the area. Rather, it will recognize and formalize an existing commercial service use that has historically operated on the property and will allow the site to continue improving under applicable City development standards.

Address	WCAD Parcel ID	Legal Description	Acreage	Existing Zoning	Future Land Use
2303 S. Austin Avenue	R539124	S10841 - Highland Park Revised, Block 1, Lot 1A	0.52 AC	C-3 General Commercial	Community Center
211 24th Street	R559138	S11366 - Highland Park, Block 1, Lot 7A	0.950 AC	C-3 General Commercial	Community Center

Sandlin Services, LLC
P: (806)679-7303
TBPELS Firm # 21356

Consistency with the Comprehensive Plan

The requested Special Use Permit is consistent with the City's Comprehensive Plan and the property's Community Center Future Land Use designation. Community Centers are intended to accommodate service-oriented commercial uses that support surrounding neighborhoods and are generally located along established corridors or near major intersections.

Automobile repair and glass replacement is a practical service-oriented use that directly serves residents, businesses, and commuters in the surrounding area. The existing location along S. Austin Avenue provides appropriate visibility and access for this type of commercial service activity while limiting unnecessary traffic through residential streets.

The request also supports reinvestment in an existing commercial site and allows a long-standing local business to continue operating while complying with current zoning and development standards.

Special Use Permit Review Criteria

1. The proposed special use is not detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants.

The proposed Special Use Permit will not be detrimental to the health, welfare, or safety of the surrounding area. The automobile repair and glass replacement use is existing and has operated at this location for more than 25 years. Approval of the SUP will not create a new impact, but will instead allow the City to formally regulate the use under the current UDC and approved site plan conditions.

The associated site improvements include reducing site driveways, adding sidewalks along S. Austin St., and drainage/water quality measures that promote safer circulation, improved site function, and better long-term compatibility with surrounding properties.

2. The proposed conceptual site layout, circulation plan, and design are harmonious with the character of the surrounding area.

The site plan is compatible with the established commercial character of the S. Austin Avenue corridor. The property is already developed for commercial use, and the proposed layout maintains the existing service-oriented function while improving pedestrian and vehicular access, circulation, and compliance with City standards.

Following closure of the FM 1460 driveway and 2 driveways along 24th St., access will be provided from the existing driveway on S. Austin Avenue and a newly constructed driveway on 24th Street. This will improve ingress/egress safety while still allowing adequate site circulation. The layout does not propose a major change in land use intensity and is intended to support the continued operation of an existing local business.

3. The proposed use does not negatively impact existing uses through impacts on public infrastructure or public services.

The proposed use is not anticipated to negatively impact existing public infrastructure or public services. The property is already served by existing public infrastructure, and no substantial utility expansion is requested as part of this SUP.

Existing water, wastewater, and electric utilities will continue to serve the buildings. The proposed improvements are intended to better organize site circulation and parking while maintaining adequate access for customers, employees, emergency services, and waste collection.

Sandlin Services, LLC
P: (806)679-7303
TBPELS Firm # 21356

4. The proposed use does not negatively impact existing uses through noise, glare, fumes, dust, smoke, vibration, fire hazard, or other injurious or noxious impacts.

The proposed automobile glass replacement and repair use is not anticipated to create significant negative impacts related to noise, glare, fumes, dust, smoke, vibration, or fire hazard. The business primarily provides service-oriented automobile repair and glass replacement activities and has historically operated without creating substantial adverse impacts to the surrounding area.

Any outdoor activity, parking, lighting, refuse collection, screening, and drainage improvements will be subject to applicable City standards through the SUP and site plan review processes.

Conclusion

The requested Special Use Permit represents a practical and compatible entitlement for a long-standing Georgetown business. The use is consistent with the recently approved C-3 General Commercial zoning, supports the Community Center Future Land Use designation, and allows the property to continue transitioning from a nonconforming condition into full compliance with the City's current development standards.

Approval of this Special Use Permit will allow Pro Glass to continue serving the Georgetown community while supporting reinvestment, improved site design, and orderly commercial development along an established corridor.

We appreciate your consideration and respectfully request approval of the Special Use Permit for Pro Glass.

Please feel free to contact me with any questions.

Sincerely,

Nick Sandlin, P.E.
President & Principal
TBPELS Firm# 21356

Exhibit 6
UDC Approval Criteria Review

SPECIAL USE PERMIT (SUP) APPROVAL CRITERIA	
1. The proposed special use is not detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants.	**Partially Complies**
As part of the expansion of the business, there is a new parking lot in closer proximity to the residential area. A parking lot is not necessarily a desirable use to have adjacent to a residential area; however, the lot will be screened via landscaping and shielded with a medium level bufferyard to the east. Additionally, while the applicant does not intend to use the expanded parking lot to execute automotive repairs and has explained that repairs will be limited to the existing repair bay area, repairs are not ultimately restricted to any specific portion of the site.	
2. The proposed conceptual site layout, circulation plan, and design are harmonious with the character of the surrounding area.	**Partially Complies**
The conceptual site layout has been reviewed by staff and complies with the development standards set forth in the Unified Development Code. The main building and pre-existing parking area had a decent spatial buffer from the residences to the south, but the new parking area brings the use closer to these residences. Additionally, the new driveway on 24th Street may increase the volume of vehicles entering and exiting the business.	
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.	**Partially Complies**
The existing infrastructure can adequately serve the property; however, utilization of the reconfigured driveway on 24th street may cause additional wear & tear on the local street which is mostly utilized by residents for access to their homes.	
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.	**Does Not Comply**
This Special Use Permit would be maintained with the property – not the owner or tenant; as such, approval would allow all possible services which fall under the Automobile Repair and	

SPECIAL USE PERMIT (SUP) APPROVAL CRITERIA
Service, General use. As the intent of the special use permit is to permit an expansion of the business closer to the neighboring residence, there is an increased risk of noise, dust, and other hazards.

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 future land use designation for the property is community center. Community Centers are meant to provide adjacent residential areas with neighborhood serving retail. The automobile service-oriented use of this property fits within the primary uses expected within areas with a Community Center future land use designation.	

3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	**Partially Complies**
This zoning change does not necessarily promote the health, safety or general welfare of the City; however, obtaining this Special Use Permit will eliminate the nonconforming use of the property.	
4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	**Partially Complies**
The property sits on the southeast corner of an active intersection – with Austin Ave (minor arterial) to the West and FM 1460 (major arterial) to the North. The northwest corner of the intersection features a gas station, convenience store and restaurants. The northeast corner is occupied by an animal hospital, and the southwest corner includes a building supply store. The proposed Special Use Permit is somewhat compatible with the present zoning and conforming uses of the nearby properties as the existing automobile repair establishment has been in operation for at least 20 years alongside the neighborhood. The use may cause increased risk of noise, dust, etc.	
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
October 13, 2026

SUBJECT:
First Reading - 2026-1-DA - Sun City 14th Amendment

SUGGESTED ACTION:
First Reading of an Ordinance approving the 14th amendment to the Sun City Texas Development Agreement, to allow for up to 65% Impervious Cover and 4,000 square feet minimum lot sizes for the Cluster Parcels Attached Single-Family Use in Sun City Neighborhood 61 (2026-1-DA) -- Ryan Clark, AICP, Assistant Planning Director

ITEM SUMMARY:
The City of Georgetown approved the Sun City Texas Development Agreement on February 14, 1995. Thirteen subsequent amendments have been approved by the City of Georgetown since that time. The original agreement and the subsequent amendments are collectively known as the Development Agreement. The proposed amendment will amend the allowed maximum building coverage and minimum lot sizes set for cluster lots previously adopted with the Eighth Amendment of the DA adopted in 2006. The amendment will align the standards for cluster lots in Neighborhood 61 with the current zoning of the property that was approved by City Council in 2021 under Ordinance 2021-41.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Anish Dsouza, Planning Department

ATTACHMENTS:
2026-1-DA Ordinance.pdf
2026-1-DA 14th Amendment to Sun City Development Agreement Staff Presentation.pdf
Attachment 1 - 14th Amendment to Sun City Development Agreement.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF GEORGETOWN, TEXAS APPROVING THE FOURTEENTH AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE CITY AND DEL E. WEBB DEVELOPMENT CO., L.P., CONCERNING THE DEVELOPMENT OF SUN CITY, TEXAS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Del Webb Texas Limited Partnership, as successor in interest to Del E. Webb Development Co., L.P., and the City are parties to that certain Development Agreement Concerning Proposed Subdivision and Construction of Master Planned Community by Del E. Webb Development Co., LLP dated February 14, 1995, and amended by the First Amendment to Development Agreement dated December 12, 1995, Second Amendment to Development Agreement dated September 23, 1997, Third Amendment to Development Agreement dated November 10, 1998, Fourth Amendment to Development Agreement dated September 28, 1999, Fifth Amendment to Development Agreement dated May 24, 2000, Sixth Amendment to Development Agreement dated February 27, 2001, Seventh Amendment to Development Agreement dated June 1, 2003, Eighth Amendment to Development Agreement dated May 30, 2006 ("Eighth Amendment"), Ninth Amendment to Development Agreement dated May 27, 2009, Tenth Amendment to Development Agreement dated July 29, 2009, Eleventh Amendment to Development Agreement dated October 27, 2014, Twelfth Amendment to the Development Agreement dated June 22, 2021, Thirteenth Amendment to Development Agreement dated December 12, 2023 (collectively, the "Development Agreement") relating to the development of approximately 4,065.2 acres of land situated in the City in a subdivision known as "Sun City Georgetown," which the same land referred to as the "Del Webb Sun City Land" in the Eighth Amendment and described by metes and bounds therein (the "Property"); and

WHEREAS, Del Webb has requested to allow for maximum building coverage of 55% and minimum lot sizes of 4,000 square feet, for the property generally located at Sun City Boulevard and State Highway 195; and

WHEREAS, the City and Del Webb wish to enter into this Fourteenth Amendment to the Developer Agreement to allow for 55 % maximum lot coverage and minimum lot sizes of 4,000 square feet at the property generally located at Sun City Boulevard and State Highway 195.

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 in effect at the time of its adoption.

SECTION 2. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance complies with the Vision Statement of the City of Georgetown 2030 Comprehensive Plan.

SECTION 3. The "Fourteenth Amendment to Development Agreement" concerning the Sun City subdivision, in substantially the form attached hereto as **Attachment 1,** is hereby approved by the City Council and incorporated into this Ordinance for all purposes by this reference**.**

SECTION 4. If any provision of this Ordinance or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

SECTION 5. The Mayor is hereby authorized to execute this Ordinance and the "Fourteenth Amendment to Development Agreement" in substantially the form attached here to as **Attachment 1,** and the City Secretary to attest. The "Fourteenth Amendment to Development Agreement" and this Ordinance shall become effective in accordance with the provisions of the Charter of the City of Georgetown.

PASSED AND APPROVED on first reading on the _____ day of _____, 2026.

PASSED AND APPROVED on second reading on the ____ day of _____, 2026.

ATTEST:

_____
Robyn Densmore
City Secretary

THE CITY OF GEORGETOWN:

_____
By: Josh Schroeder
Mayor

APPROVED AS TO FORM:

_____
Skye Masson
City Attorney

2026-1-DA Sun City Development Agreement - 14th Amendment 2026-1-DA

October 13, 2026 | City Council

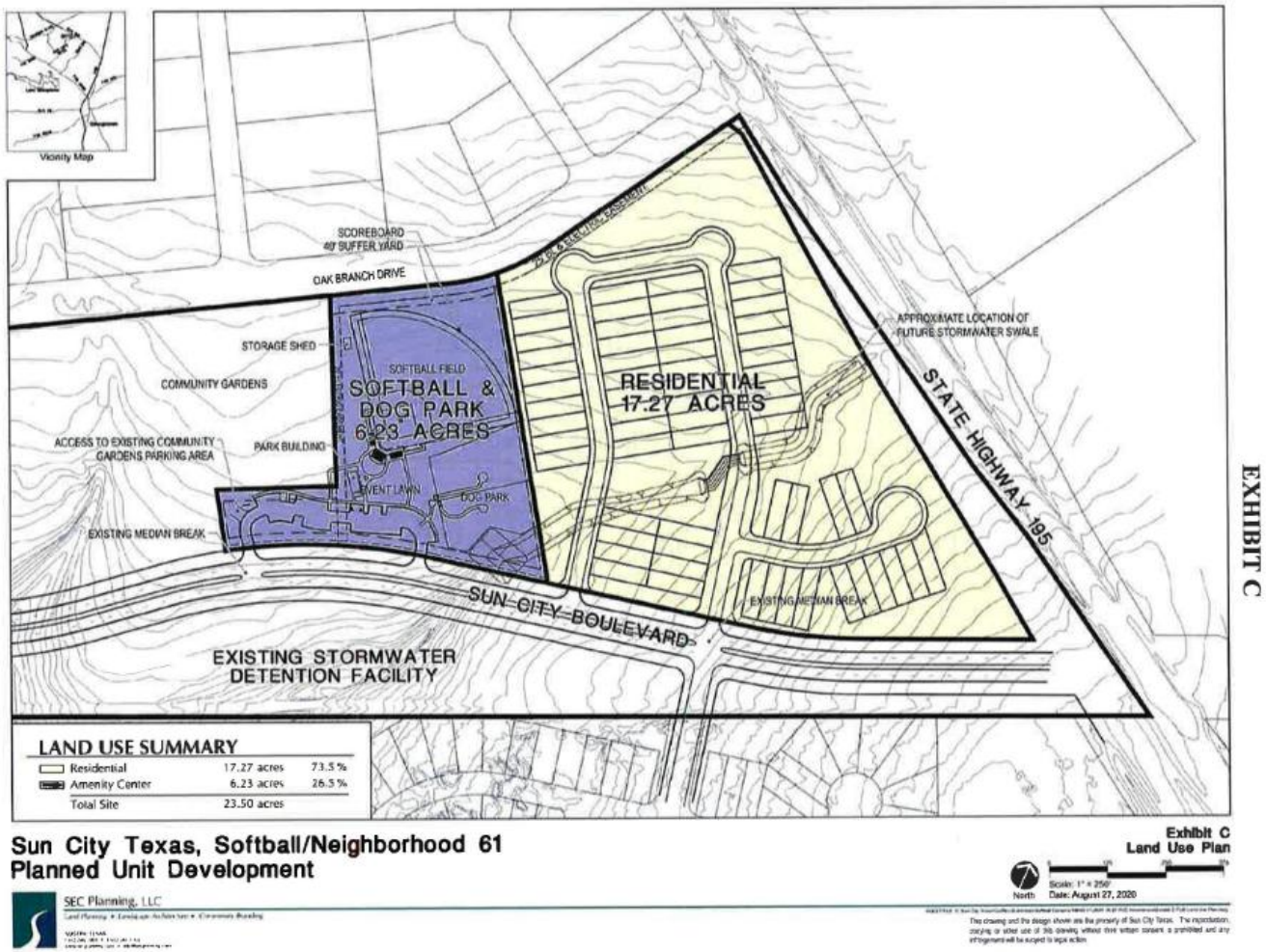
Item Under Consideration

2026-1-DA

- First Reading of an Ordinance approving the 14th amendment to the Sun City Texas Development Agreement, to allow for up to 55% maximum building coverage and 4,000 square feet minimum lot sizes for the Cluster Parcels Attached Single-Family Use in Sun City Neighborhood 61 -- Ryan Clark, AICP, Assistant Planning Director

Case History

- 13th Amendment to DA was approved in 2023
- Neighborhood 61 was rezoned to a PUD allowing for attached single-family homes / cluster lots in 2021
- Staff noticed during review of the proposed Preliminary Plat currently under review did not align with standards from the DA established in 2008



First Reading of an Ordinance

- AN ORDINANCE OF THE CITY COUNCIL OF GEORGETOWN, TEXAS APPROVING THE FOURTEENTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY AND DEL E. WEBB DEVELOPMENT CO., L.P., CONCERNING THE DEVELOPMENT OF SUN CITY, TEXAS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

STATE OF TEXAS	§	**FOURTEENTH AMENDMENT TO**
	§	**DEVELOPMENT AGREEMENT**
COUNTY OF WILLIAMSON	§	**WITH DEL E. WEBB DEVELOPMENT**
	§	**CO., L.P., CONCERNING THE**
CITY OF GEORGETOWN	§	**DEVELOPMENT OF SUN CITY TEXAS**

This Fourteenth Amendment to the Development Agreement (the "Fourteenth Amendment") is entered into as of the Effective Date specified below, by and between the City of Georgetown, a Texas Home Rule Municipal Corporation ("City") and Del Webb Texas Limited Partnership, an Arizona limited partnership ("Del Webb").

WHEREAS, Del Webb Texas Limited Partnership, as successor in interest to Del E. Webb Development Co., L.P., and the City are parties to that certain Development Agreement Concerning Proposed Subdivision and Construction of Master Planned Community by Del E. Webb Development Co., LLP dated February 14, 1995, and amended by the First Amendment to Development Agreement dated December 12, 1995, Second Amendment to Development Agreement dated September 23, 1997, Third Amendment to Development Agreement dated November 10, 1998, Fourth Amendment to Development Agreement dated September 28, 1999, Fifth Amendment to Development Agreement dated May 24, 2000, Sixth Amendment to Development Agreement dated February 27, 2001, Seventh Amendment to Development Agreement dated June 1, 2003, Eighth Amendment to Development Agreement (the "Eighth Amendment") dated May 30, 2006, Ninth Amendment to Development Agreement (the "Ninth Amendment") dated May 3, 2009, Tenth Amendment to Development Agreement (the "Tenth Amendment") dated July 29, 2009, Eleventh Amendment to Development Agreement (the "Eleventh Amendment") dated October 27, 2014, Twelfth Amendment to Development Agreement (the "Twelfth Amendment") dated June 22, 2021, and the Thirteenth Amendment to Development Agreement (the "Thirteenth Amendment") dated December 12, 2023 (collectively, the "Development Agreement").

WHEREAS, Exhibit G to the Eighth Amendment ("Exhibit G") sets forth the Sun City Planned Unit Development Varied Standards for Subdivision Regulations and Unified Development Code.

WHEREAS, Del Webb wishes to develop the approximately 25 acre tract described by metes and bounds in Exhibit A attached hereto (the "25 Acre Tract") with slight variations to the requirements for Cluster Lots set forth in Exhibit G.

NOW, THEREFORE, for and in consideration of the promises and mutual agreements set forth therein, the City and Del Webb hereby agree as follows:

1. **Amended Exhibit G.** Exhibit G of the Eighth Amendment to Development Agreement (the "Eighth Amendment") dated May 30, 2006 is hereby amended as follows, but only with respect to the development of the 25 Acre Tract:

   a. The Cluster Lots minimum lot area is hereby reduced from 5,000 sq. ft. to 4,000 sq. ft.

b. The Cluster Lots maximum building coverage is hereby increased from 50% to 55%

2. The amended Exhibit G is attached hereto as "Exhibit B" and titled Exhibit B, formerly known as Exhibit G.

3. **Miscellaneous.** Except as expressly modified by this Fourteenth Amendment, the Development Agreement remains unchanged and in full force and effect. All capitalized terms used herein and not otherwise defined shall have the same meaning ascribed to them in the Development Agreement. This Fourteenth Amendment may be executed in multiple counterparts, each of which shall be deemed an original. The foregoing recitals to this Fourteenth Amendment are hereby found to be true and correct and are incorporated herein for all purposes.

This Fourteenth Amendment and its execution by the Mayor, Mayor Pro Tem or the City Manager was approved and authorized by the City Council of Georgetown on _____, 2026 (the "Council Approval Date"), to be effective when signed by the representatives of the parties below. This Fourteenth Amendment was SIGNED this _____ day of _____ 2026 ("Effective Date").

The City of Georgetown:

By: _____

Name: _____

Title: _____

Del Webb Texas Limited Partnership:
By: Del Webb Southwest Co.
Its: General Partner

By: _____

Name: _____

Title: _____

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
_____, City Attorney

STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____ 2026, by _____, a person known to me, in his/her capacity as _____ of the City of Georgetown, a Texas Home Rule Municipal Corporation, on behalf of the City of Georgetown.

_____
Notary Public in and for the State of Texas

STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____ 2026, by _____, as Vice President of Del Webb Southwest Co., the general partner of Del Webb Texas Limited Partnership, on behalf of said limited partnership.

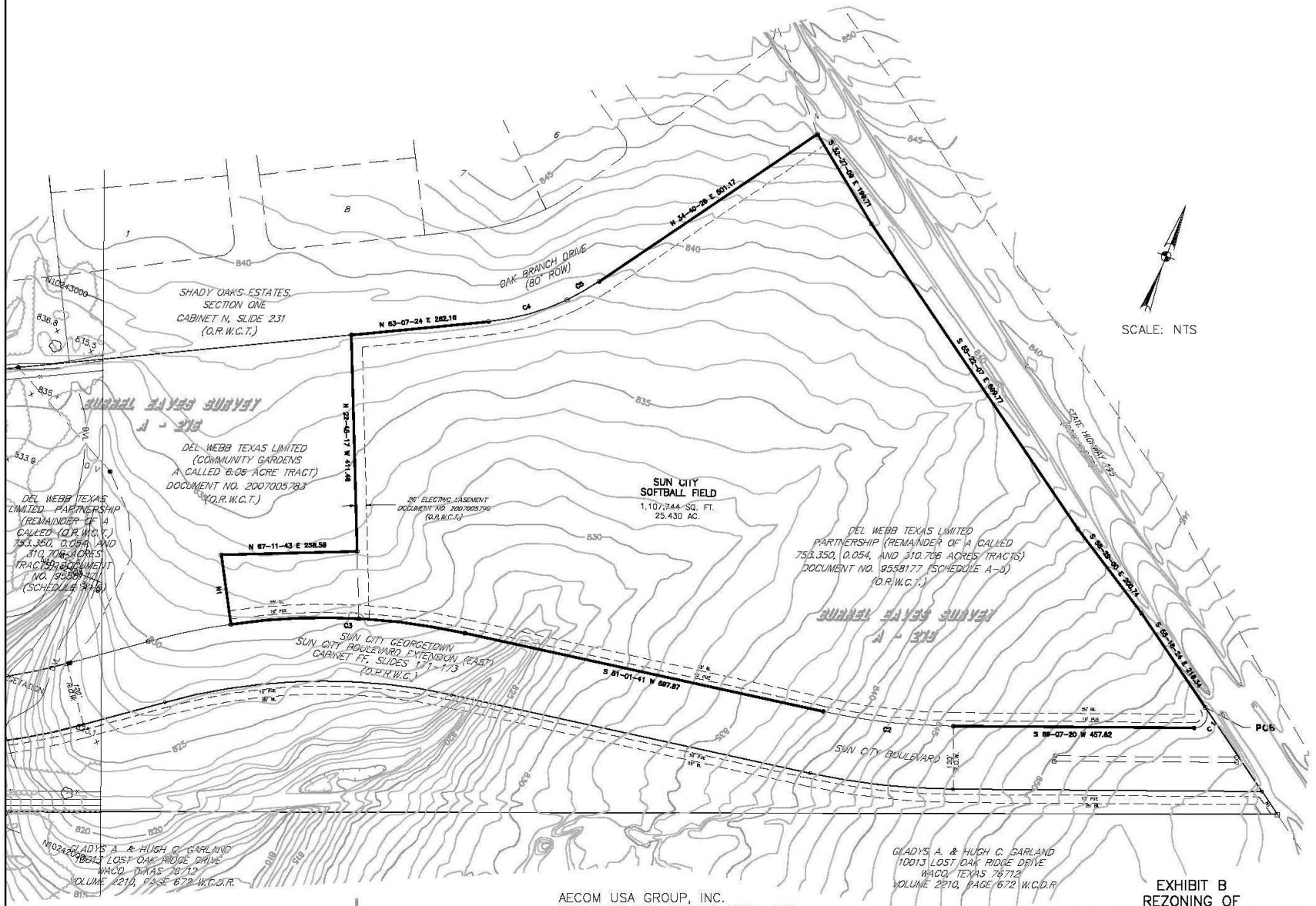
_____
Notary Public in and for the State of Texas

LIST OF EXHIBITS

Exhibit “A” The 25 Acre Tract Survey
Exhibit “B” Exhibit B, Formerly known as Exhibit G

EXHIBIT A

The 25 Acre Tract



AECOM

AECOM USA GROUP, INC.
400 WEST 15th STREET, SUITE 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM
TBPE REG. NO. F-3082

EXHIBIT B
REZONING OF
SUN CITY TEXAS NEIGHBORHOOD
SIXTY-ONE PUD
PAGE 2 OF 2

EXHIBIT B

Exhibit B, Formerly known as Exhibit G

1. The standards and criteria set forth in this Exhibit G, including the additional standards in Exhibit G-1 and the roadway and utility specification in Exhibits G-2, G-3, G-4, G-5 and G-8, will be applicable to the development of the Project.

2. All streets within the Project are classified as "minor". Typical cross-sections and utility assignments for a minor arterial, a neighborhood collector, a residential collector and a local street are attached as Exhibits G-2, G-3, G-4 and G-5, respectively. Standard utility assignments for local streets are shown in the attached Exhibit G-8.

3. Del Webb is authorized to create non-standard private lots within the median of a public street to place manned entry houses or similar entry features near the entries to the Project on F.M. 2338 and on Highway 195. These entry features will eventually be located on non-standard private lots surrounded by public right-of-way and will meet the requirements of Section 24032-D of the Subdivision Regulations. The private lots need not satisfy subdivision criteria for lot size and setbacks. The street designated as Texas Drive on the preliminary plat for Phase 1 of the Project will be allowed an alternative roadway section design that will be considered during the construction plan review, and will be considered during the construction plan review, and will be subject to the approval of the Director of Community Owned Utilities.

4. The Project will include an extensive network of walking trails, bike trails and/or sidewalks.

5. The City approves the use of 6-inch diameter fire leads in dead-end conditions of less than 600 feet in length (such as cul-de-sacs). A maximum of one fire hydrant may be located on a 6-inch diameter dead-end line.

6. Water lines in dead-end conditions may be smaller than 6 inches in diameter when not required for fire protection, and in no case shall they be less than 4 inches in diameter, unless approved by the City. Fire hydrants shall not be installed on lines that are smaller than 6 inches in diameter.

7. Del Webb is authorized to create non-standard lots within the Project for open space, golf course, buffer zones, karst features, and preserve areas. Del Webb will restrict these non-standard lots from any building construction. Del Webb or its successors or assigns is responsible for maintaining these non-standard lots. 1hese non-standard lots may be final platted prior to the final platting of the adjoining streets shown on a preliminary plat.

8. The City approves block lengths that exceed the criteria for block lengths when the block includes creeks, natural drainageways, buffer zones, open spaces, and golf courses.

9. The City approves Del Webb's plans to preserve existing trees and vegetation within medians and public right-of-ways, and to supplement existing plant life with the planting of additional trees and vegetation in medians and public right-of-ways. Del Webb or its successors or assigns is responsible for landscape maintenance in medians and public right-of-ways within the Project.

10. Detailed landscape and irrigation plans for certain non-residential areas shall be required prior to detailed development plan approval and are not required prior to preliminary plat approval.

11. Detailed development plans are not required for single-family residences within the Project.

12. The City may review and approve Del Webb's detailed development plans and building permits for construction yards and construction staging areas, which are considered specially permitted uses within the R-P District of the Project, provided that Del Webb shall maintain ownership of these areas until access to these areas is provided through dedicated public right-of-way and all applicable Development Regulations have been satisfied. In lieu of meeting the landscape requirements of the Development Regulations for temporary construction yards and construction staging areas, Del Webb shall provide adequate buffering, taking into account existing vegetation and distance to residential areas from adjacent land uses, as approved by the Director of Development Services. Del Webb shall secure detailed development plans and building permits as necessary for development of the construction yards and construction staging areas. Del Webb agrees that any construction yards and construction staging areas within the Project shall not remain more than two years beyond the term of this Agreement.

13. The City approves the use of flag lots within the Project. Flag lots may utilize a 10-foot wide access or a shared 20-foot wide accessway between two lots.

14. Swimming pools constructed on residential lots shall be allowed within the required rear yard setback areas so long as they are located at least three (3) feet from the property line; no privacy fence shall be required, provided that fencing (which may be wrought iron or similar type fencing) shall be required to satisfy other city requirements regarding safety. (Added by First Amendment to Development Agreement, 1-14-96, Doc. No. 9606700).

Applicable Regulations		City	Del Webb
Subdivision Regulations	24060 Preliminary Plat Approval	Expires in 12 months	No expiration dates so long as Development Agreement in effect
UDC	3.08.050-J Preliminary Plat Approval	Expires in 18 months unless phased and each additional phase is12 months	
Subdivision Regulations	33030 (Table 33030-A) Design Standards for Streets	Median not addressed for minor arterials	Allow median
UDC	12.03.020	Median not addressed for major collectors or lower streets	
Subdivision Regulations	33030-1 Arterial Street Center Line Curve Radius	2000' min.	1200' min. with 45 m.p.h. design speed* * Sharper curve radii are approved for the F.M. 2338 entry feature area
UDC	12.03.020-82 Arterial Streets	Curves in arterial streets shall be designed in accordance with the design speed standards in AASHTO Manual	
Subdivision Regulations	33030-J Collector Street Center Line Curve Radius	600' min.	300' min with appropriate speed limit designation
UDC	12.03.020-B3 Collector Street Curves	Curves in collector streets shall be designed in accordance with the design speed standards in AASHTO Manual	
Subdivision Regulations	33030-K Local Street Curves	250' min. radius, except for loop or partial loop streets	For loop, partial loop cul-de-sac streets, minimum radius to accommodate 30 m.p.h. design speed
UDC	12.03.020-B4 Local Street Curves	Curves in local streets shall be designed in accordance with the design speed standards in AASHTO Manual	

Applicable Regulations		City	Del Webb
Subdivision Regulations	**33030-N** Dead-End Streets Cul-de-sac Length	500' maximum length	Request for 800' to be reviewed for adequate fire flows and lot size
UDC	12.03.050-C5 Dead-End Streets	Prohibited except to permit extension of the street. Temporary turn-arounds shall be required where stub exceed one lot or 100 feet in length and signs shall be provided.	
UDC	**12.03.020-B7** Cul-de-sac Length	No more than 200 ADT for any street longer than 200 feet Turn-arounds shall have a minimum paved radius of 50 feet for single-family and two-family and use 60' for other uses	
UDC	12.03.030 Local Street Connectivity Requirements	Requires interconnected street system to provide for adequate access for emergency and service vehicles; enhance walkability by ensuring connected transportation routes	Five total access points shall be provided which are: 1. Del Webb Blvd at Williams Drive 2. Sun City Blvd at SH 195 3. Sun City Blvd at Ronald Reagan Blvd. 4. The local street designated as West Majestic Oak Lane in preliminary plat of Woodland Park West subdivision will be connected to a local street within Neighborhood 51; and 5. Oak Branch Dr. in Shady Oaks subdivision will be connected to Sun City Blvd as a local street.
UDC	12.03.040 Collector Street Connectivity Requirements	All collector-designated streets shall connect on both ends to an existing or planned collector or hiaher-level street.	Collector streets may terminate into local streets. Capacity requirements for collectors are met.

Applicable Regulations		City	Del Webb
UDC	Table 12.03.030 Street Connectivity Computation	Requires a connectivity ratio of 1.20	Waived in its entirety.
UDC	12.03.050-83 Required Subdivision Access Points	Subdivisions of 300 lots or greater shall be required to provide four or more access points to the existing or proposed public roadway system	Five total access points shall be provided which are: 1. Del Webb Blvd at Williams Drive 2. Sun City Blvd at SH 195 3. Sun City Blvd at Ronald Reagan Blvd. 4. The local street designated as West Majestic Oak Lane in preliminary plat of Woodland Park West subdivision will be connected to a local street within Neighborhood 51; and 5. Oak Branch Dr. in Shady Oaks subdivision will be connected to Sun City Blvd as a local street.
UDC	12.03.050-C Relation to Adjoining Street Systems	Provide connectivity to other neighborhoods existing streets in adjacent or adjoining areas shall be continued in the new development in alignment therewith	Five total access points shall be provided which are: 1. Del Webb Blvd at Williams Drive 2. Sun City Blvd at SH 195 3. Sun City Blvd at Ronald Reagan Blvd. 4. The local street designated as West Majestic Oak Lane in preliminary plat of Woodland Park West subdivision will be connected to a local street within Neighborhood 51; and 5, Oak Branch Dr. in Shady Oaks subdivision will be connected to Sun City Blvd as a local street.
UDC	12.03.020 Landscape Easement Table and Diagram	A 5' landscape easement will be required along all Rights of Way (ROW)	Will provide open space lots preserving trees.
UDC	8.03 Street Trees	Street trees will be located in the landscape easement planted at one tree for every 50 feet	Will provide open space lots preserving trees.

Applicable Regulations		City	Del Webb
Subdivision Regulations	34020 E Easements	10' P.U.E. for all lots adjacent to public Rights of Way (ROW).	10' P.U.E. not required on minor arterial and neighborhood collector due to extra R.O.W. provided. Additional easements for electric service will be provided.
UDC	13.04.060 Easements	10' PUE required along all Rights of Way (ROW)	
UDC	13.02 Open Space	Parkland is required at a ratio of one acre for every 50 lots, fees are currently 250 per unit	Pay 1/2 of the required fees at the time of platting and get credit for open space, trails, and golf course for the other half of required parkland
Subdivision Regulations	33030-N Average Daily Trips on Cul-de-sac	200 Average Daily Trips (ADT)	No maximum
UDC	12.03.020B7b Permitted Cul-de-sacs	200 Average Daily Trips (ADT)	
Subdivision Regulations	33030-U (Table 33030-C) Street Lighting Standards	320 foot spacing	Along arterials and neighborhood collectors, placed at 320' intervals. In addition, street lights at intersections and at end of cul-de-sacs *over* 500' in length. Additional requested street lighting may be installed in the future at no expense to the City.
UDC	13.07.020 Street Lighting Standards	Required at all intersections and at 300 foot intervals	
Subdivision Regulations	33030-X Pedestrian Circulation/Sidewalks	Both sides of Arterials; one-side of collectors	Sidewalks on both sides or 8' wide sidewalks on one side for arterials and neighborhood collectors. No sidewalks required for residential collectors or local streets. A Sidewalk along F.M. 2338 may be deferred until F.M. 2338 is widened at entry area or for ten (10) years from the date of approval of this Agreement by the City, whichever first occurs.
UDC	12.02.020 Sidewalk General Requirements	Both sides of all streets, as needed to provide access to commercial, employment areas, parks, greenways or streets	
Subdivision Regulations	33043 Spacing Between Driveways for Residential	125' min on collectors	No limit on residential collectors
	12.03.010-D5 Spacing Between Driveways for Residential	125' min on residential collectors	

Applicable Regulations		City	Del Webb
Subdivision Regulations	33043 Spacing Between Driveways for Non-residential	300' min on minor arterials	120' on minor arterials at golf course clubhouses
UDC	12.03.020 Spacing Between Driveways on Non-residential	Driveway separation based on posted speed of roadway	
Subdivision Regulations	33044 Spacing Between Driveways and Intersections for Residential Streets	60' min. on local streets	50' min. on local streets on same side as corner
UDC	12.03.010-C Spacing Between Driveways and Intersections *for* Local Streets	Separation from the corner no less than 50 feet	
Subdivision Regulations	33044 Spacing Between Driveways and Intersections	75' min. on collectors	50' min. on residential collectors on same side as corner
UDC	12.03.010-D Spacing Between Driveways and Intersections for Collector Streets	Separation from the corner no less than 125 feet	
Subdivision Regulations	33051-A General Design Standards/Off-Street Parking	Off-street parking spaces located behind front building	At Phase 1 clubhouses and sales pavilion, the City staff will work with Der Webb to achieve an optimum balance between the 25' front building line setback requirement and the preservation of tree and karst features.
UDC	6.03.040 Non Residential Lot Dimensions	Off-street parking spaces for non-residential uses are not allowed in the front setback only the side and rear of contiguous uses	
Subdivision Regulations	33056 Basic Off-Street Loading Regulations	1 space/buildings 5,000-19,000sq. ft.	1 space minimum/buildings over 5,000 sq.ft. with full food and beverage service.
UDC	9.05-C Off-Street Loading	As needed and will be the minimum size of 12 feet by 54 feet	
Subdivision Regulations	33057 (Table 33057) Parking Facilities Design	For parking pattern of 54°-74°, 22' two-way lane width; 9' (8.5') parking space width; 21' (16.5') parking space length For parking patterns of 54°-90°, landscaped islands not addressed	For parking patter on 54°-74°, 24' two-way lane width; average 9.5' parking space width; 20' parking space length For parking patterns of 54°-90°, parking spaces adjacent to landscaped islands may be 18' long
UDC	9.03.020 Parking Space and Parking Lot Design	All spaces shall be 9 feet by 18 feet and drive aisles must be 26 feet one way drive aisle widths vary on degree of parking	

Applicable Regulations		City	Del Webb
Subdivision Regulations	34010-C Block Length along arterial	1300' min.	600' min. to be considered on plat submittal
Subdivision Regulations	34020-B Lot Dimensions	Depth/width ratio between 2.5 and 1.5	No lot depth/width ratio
Subdivision Regulations	34020-C Lot Orientation	Lots facing each other increase width for lots when side abuts rear yard	No restriction on orientation
Subdivision Regulations	34020-C Double Frontage Lots	Not permitted adjacent to collector	Permit adjacent to collector streets (no access to collectors from such lots)
UDC	6.04.010-C Double Frontage Lots	May not have frontage on two non-intersecting local or collector streets, unless access is taken from the street of the lower classification	
Subdivision Regulations	Table 34020 Lot Sizes	6,000 sq. ft. min.	4,620 sq. ft. for zero lotline lots, no more that 300 lots to be developed (12.0% of remaining lots), 4,000 sq. ft. for cluster lots, no more than 525 lots to be developed (21.0% of remaining lots).
UDC	Table 6.02.030 Housing Type Dimensional Standards	5,500 sq. ft. minimum	
Subdivision Regulations	34020-E Impervious cover	40% max. for each lot	75% for cluster lots; 75% for zero lotline lots*; 65% for single family lots. (40% max. impervious cover in overall development)
UDC	11.02.010 Impervious Cover Limitations	50% maximum up to 65% if impervious coverage waivers are met. This is calculated on a Gross Site Area	
Subdivision Regulations	34020-E Building Coverage (maximum)	30%	55% for cluster lots; 70% for zero lotline tots*; 40% for single family lots. (30% max. building coverage in overall development)

Sun City proposed Lot Development

	Sub Regs	UDC	Sun City Cluster**	Sun City Zero Lotline**	Sun City Standard
Front	25'	20'	10'	10'	20'
Rear	20'	10'	5'	5'	20'
Corner Side	25'	10'	10'	0'/10' ***	20' ****
Side	5/10'	6'	5'	0'/10'	5'
Interior Side	5/10'	6'	5'	0'/10'	5'

*Cluster homes (lots) are detached or attached, single-family product aimed at a market segment seeking a smaller lot with less yard maintenance, but not necessarily at the sacrifice of a larger home. The setbacks for the Cluster Lots have been established to create a pedestrian scaled street scene and more clustered relationship between adjoining homes. Surrounding open space will offset the 'increased impervious and building coverage for individual lots. *(Revised by Eighth Amendment to Development Agreement, ----□Doc. No. _____.)*

*Zero Lotline homes (lots) are detached, single-family product aimed at a market segment seeking a smaller lot not at the sacrifice *of* a larger home. The homes will be oriented towards the side yard area, create unique outdoor living areas. Surrounding open space will offset the increased impervious and building coverage for individual Jots. *(Added by Eighth Amendment to Development Agreement, ----□Doc. No. _____.)*

****Neighborhoods 1 through 10 and Neighborhood 12A.** For all residential properties within Neighborhoods 1 through 10 and Neighborhood 12A of Sun City Georgetown, as reflected in the final plats of such neighborhoods recorded in the Official Records of Williamson County, setback distances are to be measured to the outside face of the studs of the framed walls and any structural component, i.e. planter boxes that are constructed from the foundation up or along the face of the exterior wall surface into required front yards.

****All Neighborhoods Finally Platted Subsequent to Neighborhood 12A.** For residential properties within all other neighborhoods to be platted other than neighborhoods 1 through 10 and Neighborhood 12A, setback distances are to be measured in accordance with the City of Georgetown development standards in effect as of July 7, 1997, i.e. measured to the exterior face of the completed, finished wall to include stucco, brick, rock, man-made rock, wood siding and any structural component that is to be constructed from the foundation up or along the exterior wall surface. The roof overhang shall not extend more than twelve inches (12") into a required yard and ornamental features, i.e. planter boxes may be allowed up to twelve inches (12") into a required front yard as long as they are attached to the exterior wall and not an integral part of the wall starting with construction from the foundation. This measurement of setback distances should maintain consistency with the Zoning Ordinance of the City of Georgetown. *(Added by Second Amendment to*

Develop1nent Agreement, 9/23197, Doc. No. 9743888.) Air conditioning units are permitted within side lot setbacks.

***l0' on street side to provide P.U.E. standards set above. *(Added by Eighth Amendment to Development Agreement, _____, Doc. No. ___.)*

***Note: On back-to-back corner lots only, 15' setback is allowed on secondary front setbacks. Driveways on back-to-back corner lots must take access from the 20' front yard.